



MINISTRY OF DECENTRALISATION & LOCAL DEVELOPMENT

BAMENDA CITY COUNCIL

DEPARTMENT OF TECHNICAL SERVICES

THE CITY MAYOR
BAMENDA CITY COUNCIL

BAMENDA CITY COUNCIL INTERNAL TENDERS BOARD

***Open National Invitation Tender File No 016/BCC/ITB/2026 of
13/08/2026 for the supply of a 250 KVA generator at the
Bamenda Airport***

FINANCING: BCC 2026 INVESTMENT BUDGET
BUDGETARY HEAD: 24415

FINANCIAL YEAR 2026

AUGUST 2026

Table of acronyms

ARMP: Public Contracts Regulatory Agency

UPS: Unit Price Schedule

DQE: Detailed Quantity and estimate

MINMAP: Ministry of Public Contracts

PO/DPO: Project Owner/Delegated Project Owner

SDPU: Sub-Detailed Unit Price Schedule

ITB: Internal Tenders Board

CCCB: Central Contracts Control Board

STB: Special Tenders Board

DTB: Divisional Tenders Board

DTAO: Model Tender File

TF: Tender File

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LETTER OF INVITATION TO TENDER

(NOT APPLICABLE)

DOCUMENT NO. 1:
TENDER NOTICE (TN)



MINISTRY OF DECENTRALISATION & LOCAL DEVELOPMENT

BAMENDA CITY COUNCIL

DEPARTMENT OF TECHNICAL SERVICES
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TENDER NOTICE

Open National Invitation Tender N°016/BCC/ITB/2026 of 13/08/2026 for the supply of a 250KVA generator to the Bamenda Airport "under emergency procedure".

1. Subject of the invitation to tender

Within the framework of the execution of the 2026 Investment Budget of the Bamenda City Council, the City Mayor hereby launches an Open National Invitation to Tender for the supply of a 250 KVA generator at the Bamenda Airport.

2. Nature of services

The services subject of this consultation include: supply and installation of a 250 KVA generator, the purchase and installation of an automatic changeover switch, accessories of the installation, commissioning and acceptance by the Project Owner.

3. Phases/Allotment

The services of this invitation to tender are in a single lot. The related supplies/services shall be executed in single phase.

4. Estimated cost

The estimated cost of the operation following preliminary studies is **eighty-five million (85,000,000) CFA Francs** inclusive of all taxes.

5. Estimated deadline and place of delivery

The maximum timeframe provided for by the Project Owner for the delivery of the supplies subject of this invitation to tender is **two (02) calendar months**. The place of the delivery is the Bamenda City Council.

This time frame runs from the date of notification of the administrative order to commence the services.

6. Participation and origin

Participation in this invitation to tender is open to all heavy equipment suppliers exercising the activities in Cameroon.

7. Funding

The services under this tender shall be financed by the budget of the Bamenda City Council for 2026 financial year, head 24415.

8. Method of submission

The method of submission selected for this consultation is online.

9. Bid bond

Each bidder must include in his administrative documents, a hand-endorsed bid bond, issued by a financial body or institution approved by the Minister in charge of finance to issue bonds for public contracts and whose list appears in document 14 of the Tender File (TF), of an amount of **one million seven hundred thousand (1,700,000) CFA francs**, and valid up to thirty (30) days beyond the initial date limit of the validity of bids. The absence of the bid bond issued by a first-rate bank or financial body of first category authorised by the Minister in charge of Finance to issue bonds for public contracts shall cause the immediate rejection of the offer. A bid bond submitted but that does not have any relation with the consultation concerned shall be considered as absent. The bid bond presented by a tenderer at the bid opening session shall not be accepted. The bid bond should bear a fiscal stamp and be accompanied by a CDEC receipt.

10. Consultation of Tender File

The hard copy of the tender file may be consulted free of charge during working hours in the services of the PO/DPO at the SIGAMP Services of the Bamenda City Council, Tel: 633 36 12 67 / 67785 03 32 as soon as this notice is published.

It may equally be consulted online on the COLEPS platform to the following addresses: <http://www.marchespublics.cm> and <http://www.publiccontracts.cm> on the ARMP website (www.amp.cm).

11. Acquisition of tender file

The hard copy of the tender file may be obtained from the SIGAMP Services of the Bamenda City Council, Tel: 633 36 12 67 / 67785 03 32 as soon as this notice is published against payment of a non-refundable sum of **ninety thousand (90,000) CFA Francs**, payable at the Bamenda City Council Treasury under the budgetary head 712 101.

It is equally possible to obtain the electronic version of the Tender File by downloading it free of charge through the addresses indicated above. However, online submission is subject to the payment of Tender File purchase fees.

12. Submission of bids

Each bid shall be drafted in English or French. The offer must be uploaded by the bidder on the COLEPS platform latest on **09/09/2026 at 10am** server time. A back-up copy of the tender recorded on a USB key or CD/DVD must be sent in a sealed envelope with the clear and legible indication "back-up copy", in addition to the above mentioned indication, within the deadline set. The original copy of the administrative documents should be sent alongside the backup copy with a clear and legible indication "original copy of the administrative file".

File size and format :

The maximum sizes of the documents that will transit on the platform and constitute the tenderer's offer are the following:

- 5 MB for the Administrative file;
- 15 MB for the Technical Offer;
- 5 MB for the Financial Offer.

The following formats are accepted:

- PDF format for text documents;
- JPEG for images.

The applicant shall use compression software to possibly reduce the size of the files to be transmitted.

13. Admissibility of bids

The administrative documents, the technical offer and the financial offer must be submitted on the COLEPS platform.

The Project Owner shall not accept any incomplete offer in accordance with the indications of the Tender File shall be declared inadmissible. Especially the absence of a bid bond issued by a first-rate financial body or institution approved by the Minister in charge of Finance to issue bonds for public contracts or the failure to comply with the model documents of the Tender File shall lead automatically to the rejection of the bid without any other procedure. A bid bond submitted but not relating to the consultation concerned shall be considered as absent. A bid bond presented by a bidder during the bid opening session shall not be accepted. The bid bond should bear a fiscal stamp and be accompanied by a CDEC receipt.

14. Opening of bids

The bids shall be opened in single phase. The opening of administrative documents and technical and financial offers shall take place on **09/09/2026 at 11am** server time by the Project Owner Tenders Board in the conference hall of the Bamenda City Council Internal Tenders Board located at Mulang.

Only tenderers may attend this opening session or be represented by a person of their choice, duly authorised, even in the case of a group of companies.

For fear of being rejected, the required administrative file documents must be submitted in originals or copies certified by the issuing service or the relevant administrative authority, in accordance with the provisions of the Special Regulations of the invitation to tender. They shall be no later than 3 (three) months old from the original deadline for the submission of tenders or must have been issued after the date of signature of the Tender Notice.

In case of absence or non-conformity of a document in the administrative file during the opening of bids, after a 48 (forty-eight) hours deadline granted by the Board, the file shall be rejected (except the bid bond); .

15. Evaluation criteria

15.1 Eliminary criteria

The eliminary criteria include:

- Absence or insufficient bid bond or a bid bond not hand-endorsed or bearing a fiscal stamp and accompanied by a CDEC receipt at the bids opening session;
- Failure to submit, beyond the 48 (forty-eight) hours deadline after the opening of bids, a document of the administrative file deemed non-compliant or absent (except the bid bond);
- False declarations, fraudulent schemes or forged documents;
- Failure to comply with at least 5 essential criteria out of 8:
- Failure to comply with one of the major technical specifications indicated in the technical specifications of the supplies of this Tender File;
- Execution deadline above the prescribed;
- Absence of a quantified unit price in the financial offer (SUP, BQE);
- Financial offer above budgeted amount during bid opening session,

- Absence of integrity charter;
- Non acceptance of the conditions of the offer;
- Absence of commitment statement to comply with environmental and social clauses;
- Technical score less than 80%
- Failure to comply with the bid submission method and the recommended file format.

15.2 Essential criteria

The technical bids will be evaluated over one hundred (100) marks according to the essential criteria that will focus, namely on:

- Presentation of bid;
- Bidder's references;
- Financial capacity;
- Prospectus, catalogue, drawing, or technical sheet produced by the manufacturer;
- After-sales service (availability of spare parts, repair workshop, technical personnel);
- Personnel qualification and experience;
- Logistics means;
- Methodology.

16. Award of contract

The Project Owner shall award the contract to the bidder who presented an offer that meet the required technical and financial qualification criteria and whose offer was evaluated as the lowest.

17. Maximum number of lots:

Not applicable.

18. Duration of validity of bids

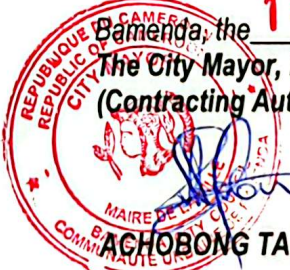
Bidders shall remain committed to their bids for 90 days from the initial deadline set for the submission of bids.

19. Further information

Additional information may be obtained during working hours from the SIGAMP Service of the Bamenda City Council, Tel: 233 36 12 67 / 67785 03 32 or online on the COLEPS platform via <http://www.marchespublics.cm> and <http://www.publiccontracts.cm>.

20. Fight against corruption and malpractices

For any denunciation of corruption practices, facts or acts, please call the National Anti-Corruption Commission (NACC) on 1517, the Authority in charge of Public Contracts (MINMAP) (SMS or call) on (+237) 673 20 57 25 and 699 37 07 48, the ARMP at 233 36 26 87 or the PO at 233 36 12 67.

13 AOÛT 2026
Bamenda, the
The City Mayor, Bamenda City Council,
(Contracting Authority)

ACHOBONG TAMBENG PAUL

Copies:

- Authority in charge of Public Contracts (MINMAP);
- ARMP
- Chairperson of the TB concerned;
- Notice board /file



MINISTRY OF DECENTRALISATION & LOCAL DEVELOPMENT

BAMENDA CITY COUNCIL

DEPARTMENT OF TECHNICAL SERVICES

AVIS D'APPEL D'OFFRES

Avis d'Appel d'Offres National Ouvert N°016/ AONO/CUB/CIPM/2026 du 13/08/2026 pour la fourniture d'une groupe électrogène 250 KVA à l'aéroport de Bamenda « sous procédure d'urgence ».

1. Objet de l'Appel d'Offres

Dans le cadre de l'exécution du budget d'investissement 2026 de la Communauté Urbain de Bamenda, le Maire de la ville lance par la présente un appel d'offres national ouvert pour la fourniture d'une groupe électrogène 250 KVA à l'aéroport de Bamenda.

2. Consistance des prestations

Les prestations objet de la présente consultation comprennent : l'acquisition d'une groupe électrogène 250 KVA, l'installation, la fourniture et installation d'un commutateur automatique, la mise en service et la réception par le Maître d'Ouvrage.

3. Tranches /Allotissement

Le présent appel d'offres comporte un lot unique dans une tranche.

4. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de **quatre-vingt-cinq millions (85 000 000) de francs CFA** toute taxes comprise.

5. Délai prévisionnel et lieu de livraison

Le délai maximum prévu par le Maître d'ouvrage ou le Maître d'Ouvrage Délégué pour la livraison des fournitures objet du présent appel d'offres est de deux (02) mois calendaires.

Ce délai court à compter de la date de notification de l'ordre de service de démarrer les prestations.

6. Participation et origine

La participation au présent appel d'offres est ouverte à tous les fournisseurs de matériel lourd exerçant leurs activités au Cameroun.

7. Financement

Les prestations objet du présent appel d'offres sont financées par le Budget d'Investissement de la Communauté Urbain de Bamenda de l'exercice 2026 sur la ligne d'imputation budgétaire n° **24415**.

8. Mode de soumission

Le mode de soumission retenu pour cette consultation est en ligne.

9. Cautionnement de soumission

Chaque soumissionnaire doit joindre à ses pièces administratives un cautionnement de soumission, acquitté à la main, délivrée par un organisme ou une institution financière agréée par le Ministre chargé des finances pour émettre les cautions dans le domaine des marchés publics et dont la liste figure dans la pièce 14 du DAO dont le montant s'élève à **un million sept cent mille (1 700 000) francs CFA** et valable jusqu'à trente (30) jours au-delà de la date initiale de validité des offres. L'absence de la caution de soumission délivrée par une banque de premier ordre ou un organisme financier de première catégorie autorisé par le Ministère chargé des Finances à émettre des cautions dans le cadre des marchés publics, entraînera le rejet pur et simple de l'offre. Une caution de soumission produite mais n'ayant aucun rapport avec la consultation concernée est considérée comme absente. La caution de soumission présentée par un soumissionnaire au cours de la séance d'ouverture des plis est irrecevable. La caution de soumission doit porter un timbre fiscal et être accompagnée d'un reçu du CDEC

10. Consultation du Dossier d'Appel d'Offres

Le dossier physique peut être consulté gratuitement dans les services du MO aux heures ouvrables au Services SIGAMP de la Communauté Urbain de Bamenda, Tél. : 633 36 12 67 / 67785 03 32 dès publication du présent avis.

Il peut également être consulté en ligne sur la plateforme COLEPS aux adresses <http://www.marchespublics.cm> et <http://www.publiccontracts.cm> sur le site internet de l'ARMP (www.arpmp.cm).

11. Acquisition du Dossier d'Appel d'Offres

La version physique du dossier d'appel d'offres peut être obtenue au Services SIGAMP de la Communauté Urbain de Bamenda, Tél. : 633 36 12 67 / 67785 03 32 dès publication du présent avis, contre versement d'une somme non remboursable de quatre-vingt-dix mille (90 000) francs CFA, payable à la Trésorerie de la Communauté Urbain de Bamenda sous la rubrique budgétaire 712 101.

Il est également possible d'obtenir la version électronique du DAO par téléchargement gratuit aux adresses sus indiquées. Toutefois, la soumission par voie physique ou électronique est conditionnée par le paiement des frais d'achat du DAO.

12. Remise des offres

Chaque offre est rédigée en français ou en anglais. L'offre devra être transmise par le soumissionnaire sur la plateforme COLEPS au plus tard le 09/09/2026 à 10h, heure du serveur. Une copie de sauvegarde de l'offre enregistrée sur clé USB ou CD/DVD devra être transmise sous pli scellé avec l'indication claire et lisible « copie de sauvegarde », en plus de la mention ci-dessus dans les délais impartis. L'original des documents administratifs doit être envoyé avec la copie de sauvegarde, accompagnée d'une indication claire et lisible : « original du dossier administratif ».

Taille et format des fichiers : Les tailles maximales des documents qui vont transiter sur la plateforme et constituant l'offre du soumissionnaire sont les suivantes :

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

Les formats acceptés sont les suivants :

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

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

13. Recevabilité des plis

Les pièces administratives, l'offre technique et l'offre financière doivent être placées dans des enveloppes différentes séparées et remises sous pli scellé.

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 un organisme ou une institution financière de première catégorie agréée par le Ministre en charge des finances pour émettre les cautions dans le domaine des marchés publics ou le non-respect des modèles des pièces du Dossier d'Appel d'Offres, entraînera le rejet pur et simple de l'offre sans aucun recours. Une caution de soumission produite mais n'ayant aucun rapport avec la consultation concernée est considérée comme absente. La caution de soumission présentée par un soumissionnaire au cours de la séance d'ouverture des plis est irrecevable.

14. Ouverture des plis

L'ouverture des plis se fait en un temps. En tout état de cause, l'ouverture des pièces administratives et des offres techniques et financières aura lieu le 09/09/2026 à 10h, heure du serveur par la Commission de Passation des Marchés du Maître d'Ouvrage dans la salle de la conférence de la Commission de Passation des Marchés sise à Mulang.

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une seule personne de leur choix dûment mandatée même en cas de groupement d'entreprises.

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 l'autorité administrative compétente, conformément aux stipulations du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois (03) mois à compter de la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'avis d'appel d'offres.

En cas d'absence ou non-conformité d'une pièce du dossier administratif lors de l'ouverture des plis après un délai de 48 heures accordée par la Commission, l'offre sera rejetée (excepté le cautionnement de soumission).

15. Critères d'évaluation

15.1 Critères éliminatoires

Il s'agit notamment :

- l'absence ou l'insuffisance de soumission, caution de soumission non endossée à la main ou ne portant pas de timbre fiscal et accompagné d'un reçu du CDEC à l'ouverture des plis;
- de la non -production au-delà du délai de 48h après l'ouverture des plis d'une pièce du dossier administratif jugée non conforme ou absente lors de l'ouverture des plis, (excepté le cautionnement de soumission);
- des fausses déclarations, manœuvres frauduleuses ou falsification des pièces ;
- du non-respect d'au moins 5 critères essentiels sur 8;
- du non-respect de l'une des spécifications techniques majeures indiquées dans les spécifications techniques des fournitures du présent DAO, le cas échéant ;
- de l'absence d'un prix unitaire quantifié dans l'Offre financière (les BPU, le DQE);
- l'offre financière ci-dessus prescrit à l'ouverture des plis;
- délai d'exécution ci-dessus prescrit ;
- de l'absence de la charte d'intégrité
- la preuve d'acceptation des conditions du marché
- de l'absence de la déclaration d'engagement social et environnemental
- note technique moins de 80%
- Non-respect du format de fichiers des offres.

15.2. Critères essentiels

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

- la présentation de l'offre ;
- les références du soumissionnaire ;
- la capacité financière ;
- le service après-vente (disponibilité des pièces de rechange, atelier de réparation, personnel technique), le cas échéant;
- de l'absence de prospectus, catalogue, dessin ou fiche technique produit par le fabricant ;[le cas échéant]
- la qualification et l'expérience du personnel, le cas échéant ;
- les moyens logistiques ;
- la méthodologie, le cas échéant.

16. Attribution

Le Maître d'Ouvrage attribuera le marché au soumissionnaire ayant présenté une offre remplissant les critères de qualification technique et financière requises et dont l'offre est évaluée la moins-disant ou au soumissionnaire ayant présenté l'offre évaluée la mieux disant en cas d'Appel d'Offres Restreint.

17. Nombre maximum de lots :

Le présent appel d'offres comporte un lot unique dans une tranche.

18. Durée de validité des offres

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

19. Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables au Services SIGAMP de la Communauté Urbain de Bamenda, Tél. : 233 36 12 67 / 67785 03 32 ou en ligne sur la plateforme COLEPS aux adresses <http://www.marchespublics.cm> et <http://www.publiccontracts.cm>,

20. Lutte contre la corruption et les mauvaises pratiques

Pour toute dénonciation pour des pratiques, faits ou actes de corruption, bien vouloir appeler la CONAC au numéro 1517, l'Autorité chargée des Marchés Publics (MINMAP) (SMS ou appel) aux numéros : (+237) 673 20 57 25 et 699 37 07 48, l'ARMP au numéro 233 36 26 87 ou le MO au numéro 233 36 12 67.

Bamenda, le **13 AOÛT 2026**

Le Maire de la Ville, Communauté Urbain de Bamenda,
(Autorité Contractant)

Copies :

- Autorité chargée des Marchés Publics (MINMAP)
- ARMP
- Président CPM concerné
- Affichage chrono



DOCUMENT NO. 2:
GENERAL REGULATIONS OF THE INVITATION TO TENDER
(GRIT)

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A- GENERALITIES

Article1: Subject of the consultation

1.1. The Project Owner as specified in the Special Regulations governing the Invitation to Tender (SRIT), launches an Invitation to Tender for the acquisition of supplies **and/or quantifiable** services available on the national/international market described in this Tender File and briefly defined in the SRIT.

The name, the identification number and the number of lots subject of the Invitation to tender feature in the SRIT.

1.2. The Bidder selected or the allottee shall deliver the supplies and quantifiable services within the provisional time limit indicated in the SRIT which runs, unless otherwise stipulated in the SAC, from the date of notification of the Administrative Order to commence services.

1.3. In this Tender File, the term “day” means a calendar day, except the working days expressly specified in the Public Contracts Code.

Article2: Financing

The source of financing of supplies and/or ancillary services subject of this Invitation to Tender is specified in the SRIT.

Article 3: Ethical principles

3.1. Public service employees, bidders and contract holders, as well as any person involved in any capacity whatsoever in the contract award, execution, control and regulation chain, are subject to the provisions of the laws and regulations forbidding acts of corruption, fraudulent schemes, collusive, coercive or obstructive practices, conflicts of interest, insider trading and complicity.

In this respect, they subscribe to the integrity charter, a model of which is attached as an appendix to this Tender File (Document 10).

In accordance with these principles, the Project Owner

a) has defined, for the purposes of this clause, the expressions as follows:

- i. Whoever offers, gives, solicits or accepts any form of benefit in order to influence the action of a public employee during the award or execution of a contract shall be guilty of “corruption”
- ii. Whoever deforms or distorts facts in order to influence the award or execution of public contracts shall be indulging in “fraudulent schemes”.
- iii. Two or more bidders who connive to artificially keep bid prices at a level not commensurate with those that would result from competition shall be guilty of “collusive practices”,
- iv. Whoever harms persons or damages their property or makes threats against them, directly or indirectly, in order to influence their actions during the award or execution of a contract shall be indulging in “coercive practices”
- v. Whoever commits acts aimed at destroying, falsifying, altering or concealing evidence on which an

investigation is based on any misrepresentation made to investigators, or any threat, harassment, or intimidation against a person for purposes of preventing him from revealing information relating to an investigation or court action against the latter shall be indulging in “obstructive practices”.

vi. The “conflict of interest” means any situation wherein the holder of the contract or the supervisor of public contracts award and/or execution procedures may derive direct or indirect benefits from a contract concluded by the Project Owner, any transfer or any situation in which he has enough personal interests to compromise his impartiality in the discharge of his duties or which may adversely affect his judgement.

vii. The Tenders board and bid evaluation Sub-committee chairpersons, members, secretaries and experts, as well as contract officials shall be bound by obligation of reserve and discretion.

They shall refrain from any action that may compromise their objectivity and, in any case, not have any financial, personal or any other interest linked to the contract under review.

viii. In case of conflict of interest, Tenders Board, Contracts Control Board and Bid Evaluation Sub-Committee’s Chairpersons, Experts and members, as well as Independent Observers shall inform the Project Owner or the Tenders Board Chairperson in writing, under pain of the penalties provided for by the regulations in force. In this case, they shall be replaced for the contracts concerned.

ix. Complicity is defined as:

- The omission or negligence to carry out controls or to give the prescribed technical opinion;
- Intentional omission to inform the Project Owner or the relevant authority of irregularities noted in the discharge of his duties.

b. Shall reject any award proposal if there is evidence that the proposed successful bidder, directly or through an agent, is guilty of corruption, conflict of interest, and complicity or has engaged in fraudulent schemes, collusive, coercive or obstructive practices in connection with the award of this contract.

3.2. The Authority in charge of Public Contracts may, as a precautionary measure, take a decision to ban any bidder or the Administration’s contracting partner from bidding for a period not exceeding 2 (two) years for influence peddling, conflict of interest, insider trading, complicity, fraud, corruption or production of fraudulent documents in his bid, without prejudice to the criminal proceedings that could be initiated against him

3.3. The Authority in charge of Public Contracts may take a decision banning public sector stakeholders found guilty of violating the provisions of the Public Contracts Code from participating in public contracts award and execution monitoring for a period not exceeding 2 (two) years.

Article 4: Candidates allowed to compete

4.1. Apart from the restricted invitation to tender which is open to all candidates selected following the prequalification procedure and/or those selected within the framework of the categorisation exercise earlier indicated in the tender notice and recalled in the SRIT, **as general rule**, the invitation to tender is open to all bidders, provided

that they meet the following eligibility requirements:

a. A bidder (including all members of a group of enterprises and all tenderer's sub-contractors) shall be from an eligible country, in accordance with the Financing Agreement, **where applicable**;

b. A bidder (including all members of a group of enterprises and all tenderer's subcontractors) shall not be in a situation of conflict of interest, under pain of disqualification from all the tenders to which he would have participated.

A bidder may be deemed to be in a situation of conflict of interest under the following conditions:

- i. is associated, or has been associated in the past, with a company (or a subsidiary of that company) which has provided consultancy services for the design, preparation of specifications and other documents used in connection with the contracts awarded under this Invitation to Tender;
- ii. presents more than one offer within the framework of this invitation to tender, except authorised variant offers under clause 17, where applicable; however, this is not an impediment for the participation of subcontractors in more than one offer;
- iii. is, within the framework of the same call for tenders, the legal representative of another bidder; in this invitation to tender;;
- iv. is affiliated to a group or entity that the Project Owner has recruited or plans to recruit to take part in the audit;
- v. the Project Owner participates in the bidder's capital such that it compromises the transparency of the Public Contracts award procedures;

c. A legal person governed by public law if he proves that he is (i) legally and financially autonomous, (ii) managed according to the rules of private accounting and (iii) not under the supervision of the Project Owner unless expressly authorized by the Authority in charge of Public Contracts.

d. Civil Society Organisations and Public Establishments, provided that the prices offered are competitive, that is, they have been determined (i) by taking into account all the direct and indirect costs involved in determining the price of the service covered by the contract and (ii) that, in determining this price, they have not benefited from advantages arising from the resources allocated to them as part of their public service missions.

4.2. The invitation to tender is open/or restricted according to the specifications of the SRIT to all bidders who meet the following conditions:

a. shall not be in a state of judicial liquidation or bankruptcy;

b. shall not be subject to any of the prohibitions or forfeitures provided for by the laws and regulations in force, both nationally and internationally;

c. shall make the declarations required by the laws and regulations in force.

4.3 To submit an offer electronically via COLEPS or any other electronic communication mean indicated by the Project Owner, the candidate or bidder must be registered on the said platform and have a valid electronic certificate.

4.4. If the invitation to tender is restricted, the consultation shall concern all the bidders selected at the end of the prequalification procedure and/or those selected within the categorisation previously indicated in the invitation to tender and recalled in the SRIT.

Article 5: Supplies and/or quantifiable services

5.1. The term “**supplies**” means all products, raw materials, machinery, equipment and all other materials which the Supplier is required to deliver in execution to the Contract.

5.2. The term “**quantifiable services**” means, in particular, the provision of services relating to, among other things, security service, cleaning or maintenance of public buildings or green spaces, maintenance or upkeep of office or computer equipment, insurance, excluding health insurance, etc.;

Article 6: Documents attesting the qualification of the bidder

6.1. Bidders shall, as an integral part of their offers:

- a. Produce a power of attorney authorising the signatory of the bid to bind the bidder;
- b. Provide documents enabling the qualification of the bidder to be established according to the list provided for in the SRIT and including, in particular, all the information requested from bidders in the SRIT in order to establish their qualification to execute the contract.

Information related to the following points are required when necessary:

- i. The production of a certified balance sheets showing turnover and results;
- ii. Access to the credit line or availability of other financial resources;
- iii. Executed contracts;
- iv. The availability of indispensable material.
- v. The categorisation certificate for service providers of quantifiable supply and services, if applicable.

6.2. The bids presented by two or more associated suppliers (co-contracting) shall meet the following conditions:

- a. The tender shall include, for each of the suppliers, all the information listed in Article 6.1 above. The SRIT must specify the information to be provided by the group of enterprises and the information to be provided by each member of the group;
- b. The offer and the contract shall be signed in such a way as to bind all the members of the group;
- c. The nature of the group (joint or several as required in the SRIT) must be specified and justified by the production of a copy of the group agreement in due form;
- d. The member of the group designated as the representative shall represent all the companies toward the Project Owner for the execution of the contract;
- e. In event of several group, the co-contractors shall share the payments to be made by the Project Owner into a single bank account. In the case of a joint group, the tasks of each member shall be specified and each company is paid by the Project Owner into his own bank account.

6.3. Bidders shall also submit sufficiently detailed proposals to show that they comply with the technical specifications and execution timeframes referred to in the SRIT.

6.4. Bidders seeking to benefit from a preference margin, must provide all information necessary to prove that they meet the eligibility criteria described in Article 33 of the GRIT.

Article 7: Visit to the site of the services

7.1. The bidder is advised to visit and inspect the site of the services and its surroundings and to obtain by himself, and under his own responsibility, all the information that may be necessary for the preparation of the tender and the execution of the services. This visit, when required in the SRIT, shall be evidenced by a sworn certificate of site visit signed by the bidder, giving a description of the site and observations on the conditions of execution of the services. The costs of the site visit shall be borne by the Bidder.

7.2. The Project Owner shall authorise the Bidder who so requests and his employees or agents, to enter his premises and land for the purpose of the said visit, but only on the express condition that the Bidder, his employees and agents hold the Project Owner harmless from any liability arising there from.

The bidder remains liable for any death or personal injury, loss or damage to property, costs and expenses incurred as a result of such visit.

7.3. The Project Owner may organise a visit to the site of the services and / or a preparatory meeting for the establishment of the offers.

B. TENDER FILE

Article 8: Content of the Tender File

8.1. The Tender File describes the supplies and/or quantifiable services subject of the contract, sets out the procedures for the consultation of companies and specifies the terms and conditions of the contract. In addition to the addendum/addenda published in compliance with Article 10 of the GRIT. It includes the documents listed below:

- Document No. 0: The letter of invitation to tender (in the case of restricted invitations to tender);
- Document No. 1: The Tender Notice drafted in English and French (AAO);
- Document No.2: General Regulations of the Invitation to Tender (GRIT)
- Document No.3: Special Regulations of the Invitation to Tender (SRIT)
- Document No. 4: Special Administrative Conditions (SAC)
- Document No. 5: the technical specifications of the supply which include the list of supplies and ancillary services where applicable, or the technical specifications if necessary.
- Document No. 6: The Unit and Fixed Price Schedule framework
- Document No. 7: The detailed estimate framework
- Document No. 8: The Unit Price Sub-Detail framework and/or Breakdown of prices, where applicable;
- Document No. 9: The model contract
- Document No. 10: The Model or standard forms to be used by bidders in particular:

- a. The Model of bidding letter;
 - b. The Model of bid bond;
 - c. The Model of final bond;
 - d. The start-up advance bond;
 - e. The Model of the performance bond in replacement of the retention bond;
 - f. The Model of the manufacturer's authorisation;
 - g. The Model of presentation sheets of material, personnel and references;
 - h. The execution planning framework;
 - i. The model of services sheets likely to be sub-contracted;
- Document No. 11: The Integrity Charter form;
 - Document No. 12: The Commitment statement form to comply with Social and Environmental conditions.
 - Document No. 13: The visa of maturity or any other proof of preliminary studies to be filled by the Project Owner or the Delegated Project, the availability of financing or budgetary allocation
 - Document No. 14: The list of banking establishments and financial bodies approved by the Ministry in charge of Finance to issue bonds for public contracts.

8.2. The bidder must examine all the rules, forms, conditions and specifications contained in the TF. It is up to him to furnish all the information requested and prepare an offer in conformity with all aspects of the said file.

Article 9: Clarifications on the Tender File and petitions

9.1. a) Any bidder who wants to obtain clarifications on the Tender File may request them from the **Contracting Authority** in writing or by electronic mail (fax or e-mail) at the **Project Owner's** address indicated in the SRIT or via **COLEPS** with copy to the Body in charge of the regulation of Public Contracts. **However, the Contracting Authority shall reply in writing or by electronic mail or through COLEPS or any other mean of electronic communication indicated in the TF to any request for clarification received at least fourteen (14) days before the deadline for the submission of the offers.**

9.1.b). A copy of **the Contracting Authority's** reply, indicating the question asked but not mentioning its author is addressed to all the bidders who bought the Tender File within a maximum of five (5) days.

9.2. Any bidder who feels aggrieved may file a petition to the Project Owner.

In case of a restricted invitation to tender:

- a. During the pre-qualification phase, the petition may bear on requests for re-examination of bidding conditions and prequalification or for review of the decisions or deeds of the the Project Owner during the prequalification procedure;
- b. Candidates shall have five (5) working days prior to the date for submission of applications and five (5) days after the publication of pre-qualification results to file their petitions with the Project Owner, with copy to the Authority in charge of Public Contracts and the Public Contracts Regulatory agency.
- c. This petition is not suspensive.

In case of an open invitation to tender:

- a. the petition shall intervene between the publication of the Tender Notice and the opening of bids and should be sent to the Project Owner with copy to the Authority in charge of Public Contracts and the Public Contracts Regulatory Body;
- b. It should reach the Project Owner no later than fourteen (14) working days before the bids opening date;
- c. The Project Owner shall have (5) working days to respond. The copy of the response shall be forwarded to the Authority in charge of Public Contracts and the Public Contracts Regulatory Agency;
- d. In case of disagreement between the petitioner and the Project Owner, the petitioner shall refer the petition to the Petitions Review Committee;
- e. This petition shall not be suspensive.

Article 10: Amendment of the Tender File

10.1 The Project Owner may, at any moment before the deadline for submission of offers and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, modify the Tender File by publishing an addendum.

10.2. Any addendum thus published shall be an integral part of the Tender File, in accordance with Article 8 of the GRIT and shall be communicated in writing or by any means in writing and made known to all the bidders who bought the Tender File or through COLEPS or any other mean of electronic communication indicated by the Project Owner in the TF.

10.3. In order to give bidders sufficient time to take account of the addendum in the preparation of their offers, the Project Owner may postpone as it is necessary, the deadline for the submission of offers, in accordance with the provisions of Article 22.2 of the GRIT.

C. PREPARATION OF OFFERS

Article 11: Tender fees

The Bidder shall bear the costs related to the preparation and presentation of his offer. The Project Owner shall in no case be responsible for these costs nor pay them whatever the evolution or the outcome of the invitation to tender

procedure.

Article 12: Language of the offer

The offer as well as any correspondence and all documents exchanged between the Bidder and the Project Owner shall be drafted in English or French. Complementary documents and forms provided by the bidder may be drafted in another language on condition that a precise translation into English or French is provided; in which case and for reasons of interpretation of the offer, the translation shall be considered to be authentic.

Article 13: Constituent documents of the offer

13.1. The offer presented by the bidder shall include the documents detailed in the GRIT, 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 the declarations required 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 or forfeiture provided for by the laws and regulations in force, both nationally and internationally;

a.2. The bid bond established in accordance with the provisions of Article 20 of the GRIT;

a.3. The written confirmation empowering the signatory of the offer committing the legal person, bidder, if applicable in accordance with the provisions of Article 6.1 of the GRIT;

b. Volume 2: Technical offer

It includes:

b.1. Information on the qualification

The SRIT specifies the documents to be provided attesting to the qualification of bidders and in accordance with Article 6.1 of the GRIT, notably the references of the company (similar services), the technical services, the after-sales service, the material and the personnel.

b.2 Technical proposals

The SRIT specifies the constituent elements of the technical proposals of bidders, notably:

- A detailed description of the technical characteristics, performance, trademarks, models and references of the material proposed including prospectuses and technical sheets in accordance with Article 17 of the GRIT (any reference to trademarks or of exclusive specifications from a supplier or a particular service provider is forbidden. However, such indication along with the indication “or equivalent” is authorised when the Project Owners do not have the possibility to give a description of the contract’s subject using specifications that are sufficiently precise and understandable for all those interested);

- The calendar, schedule and the delivery deadline of services;

b.3. Proofs of acceptance of the contract conditions

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

- The Special Administrative Conditions (SAC);
- The Technical Specifications or Special Technical Clauses (STC).

b.4. Comments on the SAC and STC

The bidders shall comment on the technical specifications of supplies along with possible proposals.

b.5 the integrity charter

b.6 The commitment statement to comply with social and environmental clauses

c. Volume 3: Financial offer

The SRIT specifies elements that will help to justify the cost of services, namely:

- The offer itself in original prepared according to the attached model or form , stamped at the prevailing rate, signed and dated;
- The duly filled Unit or fixed price Schedule;
- The duly filled detailed quantity and estimate;
- The sub-detail of Unit Prices and/or breakdown of all-in prices;
- Planned payment schedule, where applicable.

To this effect, bidders should use the model documents and forms provided for in the Tender File, subject to the provisions of Article 20 of the GRIT concerning the other possible forms of Bid Bond.

13.2. If, in compliance with the provisions of SRIT, the bidders present offers for several lots of the same invitation to tender, they shall indicate the rebates offered in case of the award of more than one lot.

13.3 The SRIT indicates the period during which the proposals shall remain valid as from the date of submission. During this period, the bidders shall keep available the skilled personnel proposed for the mission. The Project Owner shall do all his best to successfully carry out the negotiations within these deadlines. If the latter wishes to extend the validity period of the proposals, the candidates who do not agree have the right to refuse such extension.

Article 14: Offer price

14.1 Unless otherwise specified in the Tender File, the contract price will cover all the supplies and ancillary services described in Article 1.1 of the SRIT, on the basis of the Price Schedule and the Detailed Quantity and Estimate, as well as the sub-detail of unit prices and the breakdown of all-in prices presented by the bidder, where applicable.

14.2 The bidder shall fill the unit and total prices for all items in the Price Schedule and the Detail Quantity and Estimate.

14.3 Subject to the contrary provisions of the SRIT and the SAC, the prices proposed in the Price Sub-detail framework for Supplies and Quantifiable Services shall be presented in the following manner:

a. For supplies manufactured in Cameroon:

- i. Prices of supplies ex-works(exit from factory, manufacturing, showroom, warehouse or sales rooms, as

the case may be), including all the customs duties, sales taxes or other taxes already paid or to be paid on the components or raw materials used in manufacturing or assembling the supplies;

- ii. The taxes on sales and other taxes levied on the supplies will be due if the Contract is awarded;
- iii. The price of domestic transportation, insurance and other services related to the delivery of supplies up to their final destination (project site) specified in the SRIT.

b. For the supplies to be imported:

- i. The price of supplies DAP- place of destination as stated in the SRIT;
- ii. The price of domestic transportation, insurance and other local services relating to the delivery of supplies at the indicated place (CIP) to their final destination (project site) specified in the SRIT; and
- iii. The price of supplies to be imported shall be indicated DAP, place of destination, if the SRIT states it; at the place of the DAP price indicated in (b) (i) above.
- iv. The supplier is free, when indicating the price, to use a transporter and to obtain insurance services of any country of origin, subject to the eligibility conditions related to the financing Convention.
- v. The prices general conditions model are governed by the rules prescribed in the last edition of Incoterms published by the Chamber of international commerce at the date of the invitation to tender or the date specified in the SRIT.

c. For the supplies already imported, the price indicated shall be different from the original import value of those supplies declared at the customs and should include any reduction or margin of the local agent or representative, as well as related local costs, excluding customs duties and import taxes already paid and/or still to be paid by the Supplier. For need of clarity, bidders are requested to indicate: (a) their price including initial customs duties and import taxes, (b) the amount of these same customs duties and import taxes, and (c) their price excluding import taxes which is the difference between the amounts (a) and (b).

- i. the price of supplies including their initial import value and the possible margin (or reduction), as well as other costs, customs duties and other import taxes already paid or to be paid on these supplies;
- ii. the customs duties and other import taxes already paid (backed by documents) or to be paid on the supplies already imported;
- iii. the price of supplies obtained by difference between (i) and (ii) above;
- iv. sales taxes and other taxes which will be due on the supplies in Cameroon if the Contract is awarded;
- v. the price of domestic transportation, insurance and other related local services upon delivery of supplies up till their final destination (project site) specified in the SRIT.

d. For ancillary services, other domestic transportation and other services required to forward the supplies to their final destination when such ancillary services are required:

- i. the price of each element part of the ancillary services included;
- ii. All the customs duties, sales taxes and other similar taxes paid on ancillary services in Cameroon if the contract is awarded.

14.4. The prices offered by the bidder shall be firm during the whole duration of the execution of the contract and shall not in any way vary, except otherwise provided for in the SRIT. An offer including a price revision clause shall be considered as not being in conformity and set aside, in accordance with Article 29 (3) of the GRIT.

14.5. If price revision and/or updating clauses are provided for in the contract, the date on which the initial prices were established and the procedures for revising and/or updating these prices must be specified.

Any contract with an execution period of one (1) year or less may not be subject to price revision.

14.6. All unit prices with quantities must be backed by sub-details drawn up in accordance with the framework proposed in document No. 8 of the TF.

14.7 In case the invitation to tender has several lots, the prices indicated for any given lot should correspond to the total of the articles of this lot, and the total quantity indicated for each article.

14.8 Bidders shall indicate the rebates granted in their bids. In addition, they shall specify the application conditions of this rebate

Article 15: Bidding and payment currencies:

15.1. In case of International Invitations to tender, the currencies of the offer shall follow the provisions of Option A or B below, the applicable option being the one retained in the SRIT.

15.2. Option A: the bid amount is totally presented in national currency.

The bid amount, the unit prices of the price schedule and the detailed quantity and cost estimate prices are entirely presented in CFA francs in the following manner:

a. The price shall all be presented in the national currency. The bidder who intends to commit expenses in another currency for the execution of services, shall indicate in the appendix of the bid the percentage (s) of the amount of the offer necessary to cover the needs in foreign currencies, without exceeding a maximum of three currencies of the member States of the institution financing the contract.

b. The exchange rates used by the Bidder to convert his offer into the national currency shall be specified by the bidder in the bid appendix in compliance with the specifications of the SRIT. They will be applied for any payment concerning the contract so that any exchange risk will not be borne by the retained Bidder.

15.3. Option B: The amount of the bid is directly presented in national and foreign currencies.

The bidder shall present the unit prices of the unit price schedule and detailed quantity and Cost Estimates in the following manner:

a. The prices of inputs necessary for supplies and quantifiable services that the Bidder will buy in the country of the Project Owner shall be in CFA francs as specified in the SRIT and named "national currency".

b. The prices of inputs needed for supplies and quantifiable services that the bidder will buy out of the country of the Project Owner shall be in the currency of the bidder's country or that of an eligible member country widely used in international trade.

15.4. The Project Owner may urge bidders to express their needs in national and foreign currency and to justify that

the amounts included in the unit and total prices, and indicated in the appendix of the offer are reasonable; to this end a detailed statement of these needs in foreign currency shall be provided by the bidder.

15.5. During the execution of supplies and quantifiable services, most of the outstanding foreign currency of the contract can be revised by mutual agreement between the Project Owner and the company so as to take into account any modification that occurred concerning currency needs under the contract.

Article 16: Documents attesting to the eligibility of the Bidder

The Bidder shall provide as full part of his offer, documents attesting that he meets the conditions of the provisions of Article 4 of the GRIT.

Article 17: Documents attesting to the admissibility of supplies

17.1. In application of the provisions of Article 5 of the GRIT, the bidder shall provide as a full part of his offer, documents attesting that all the supplies and services which he proposes to supply in execution of the Contract meet the Special Technical Clauses.

17.2. As concerns imported supplies, the related documents will consist of a declaration of country of origin of the supplies and services proposed in the Schedule of prices, declaration to be confirmed by a certificate of origin issued at the time of shipment among others.

Article 18: Documents attesting to the conformity of supplies

18.1. To establish the conformity of supplies and/or quantifiable services with the Tender File, the Bidder shall, within the scope of his offer, provide written proofs that the supplies or services conform to the technical specifications and technical clauses as well as to the standards specified (if applicable) in the Supplies Specifications.

18.2. These proofs may take the form of prospectuses, drawings or data and include a detailed description of the main technical characteristics and performance of the supplies, demonstrating that they essentially correspond to the specifications.

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

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

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

18.6. Variant proposals from bidders

- a. Except in the case referred to in Article 18.6 below, bidders wishing to offer technical variants must first cost the Project Owner's basic solution as described in the Tender File, and in addition provide all the information that the Project Owner needs to carry out a full evaluation of the proposed variant, including plans, technical specifications, price sub-details and any other useful details. The Project Owner will only examine the technical variants, if any, of the bidder whose bid, compliant with the basic solution has been evaluated as the lowest bidder.
- b. When the bidders are authorised, in accordance with the Special Regulations, to submit technical variants directly for some parts of complex supplies, these parts of the supplies must be described in the Technical Specifications. The Tender File must clearly specify how the variants are to be taken into account in the evaluation of the offers.

Article 19: Validity of offers

19.1. Offers shall remain valid during the period stated in the Special Regulations of the Invitation to Tender from the date of submission of the offers set by the Project Owner in application of Article 23 of the GRIT. An offer valid for a shorter period shall be considered by the Tenders Board as not being in conformity, unless the validity deadline of the bid bond is compliant. In this case, a period of forty-eight hours (48) is granted to the bidder to produce a letter of invitation to tender.

19.2. Under exceptional circumstances, the Project Owner may request the consent of the bidder for the extension of 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 20 of the GRIT shall equally be extended for a corresponding duration. A Bidder may refuse to extend the validity of his offer without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his offer nor be authorised to do so.

19.3. Where the contract does not include a price revision clause and that the period of validity of offers is extended for more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Project Owner shall address to the bidder(s).

19.4. The updating period shall run from the date of overrun of the sixty (60) days to the date of notification of the contract or the Administrative Order to commence the execution of services by the selected bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of the evaluation of offers.

Article 20: Preparatory meeting to establish offers

20.1. Unless otherwise provided by the SRIT, and in the case of complex supplies, the bidder may be called to attend a preparatory meeting which shall be held in the venue and date indicated in the SRIT.

20.2. The purpose of the preparatory meeting shall be to provide clarifications and answers to any question that could be raised at this stage.

20.3. The bidder is requested as much as possible to submit every question in writing in such a way that it reaches

the Project Owner at least a week before the preparatory meeting. The Project Owner might not be able to respond to late questions during the meeting. In this case, the questions and answers shall be transmitted according to the modalities of Article 19.4 above.

20.4. The minutes of the meeting to which the attendance sheet shall be attached, including the list of questions asked and answers given, as well as answers prepared after the meeting, shall be transmitted without delay to all those who bought the Tender File. Any modification of the tender documents listed in Article 8 of the GRIT that could be necessary during the preparatory meeting shall be done by the Project Owner by publishing an addendum in compliance with the provisions of Article 10 of the GRIT, as the minutes of the meeting cannot be used in lieu thereof.

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

Article 21: Bid bond

21.1. In application of Article 13 of the GRIT, the bidder shall furnish a bid bond of the amount specified in the SRIT and which shall be considered as an integral part of his offer.

21.2. The bid bond must conform to the model presented in the Tender File; other models may be authorised by the Project Owner. The bid bond shall remain valid for thirty (30) days beyond the original date set for the validity of offers or any new validity time-limit requested by the Project Owner and accepted by the bidder, in accordance with Article 19 (2) of the GRIT.

For the services under purchase orders, certified cheques and bank cheques are admitted as bid bond.

21.3. Any offer without an acceptable bid bond shall be rejected by the Tenders Board as incomplete. The bid bond of a business group shall be established in the name of the representative submitting the offer.

21.4. The offers of bidders who are not retained (except the copy of the Public Contracts Regulatory Body) shall be returned within fifteen (15) working days after publication of the award results. Offers that are not withdrawn within that period may be destroyed without any claim.

21.5. The bid bonds of bidders who were not retained shall be returned after the publication of the award results.

21.6. The bid bond of the successful bidder shall be released as soon as the latter would have provided the required final bond.

21.7. The bid bond may be seized:

- a. If the bidder:
 - i. withdraws his offer during the validity period, or;
 - ii. does not accept the correction of errors in application of Article 31 of the GRIT; or
- b. If the bidder retained:
 - i. Defaults in his obligation to sign the contract in application of Article 39 of the GRIT;
 - ii. Defaults in his obligation to furnish the final bond in application of Article 40 of the GRIT.
 - iii. Refuses to receive the contract notification.

Article 22: Form, format and signing of the offer

22.1. For offline bidding:

- a. The Bidder shall prepare in each volume an original of the constituent documents of the offer described in Article 13 of the GRIT clearly indicated "ORIGINAL" and copies in the number required by the SRIT with the indication, "COPY". In case of discrepancy, the original shall be considered as authentic.
- b. The original and copies of the offer shall be typed or written in indelible ink (in the case of copies, photocopies shall be accepted including scanned copies) and shall be signed by the person (s) duly empowered to sign on behalf of the Bidder, in accordance with Article 6.1 (a) or 6.2 (c) of the GRIT as the case may be. All the pages of the offer containing alterations or changes shall be initialled by the signatory (ies) of the offer.
- c. The offer shall bear no modification, suppression or alteration, unless such corrections are initialled by the signatory (ies) of the offer.

22.2. For online bidding:

- a. The offer shall be forwarded on the COLEPS platform or any other electronic means of communication indicated by the Project Owner in the TF. A backup copy of the offer registered on a USB key or CD/DVD shall be submitted in the services of the concerned PO/DPO or CA in a sealed envelope bearing the clear and readable indication "backup copy" and the references of the invitation to tender within the set timeframe.
- b. The offers with the required documents are gathered in electronic files and grouped following their administrative, technical and financial nature. However, as concerns administrative documents, they are introduced on COLEPS by the issuing structures.
- c. The formats of selected files to be submitted via COLEPS shall be current widely used formats within the professional milieu including operators likely to be interested by the consultation for a better exploitation.
- d. The documents forwarded through the COLEPS platform shall be signed electronically using a certificate.

D. SUBMISSION OF OFFERS

Article 23: Sealing and marking of offers

23.1. The Bidders shall put the original and copies of the administrative documents listed in the SRIT in an envelope bearing the indication "ADMINISTRATIVE FILE", the original and all the copies of the technical proposal in an envelope clearly marked "TECHNICAL PROPOSAL" and the original and all the copies of the financial proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL".

The various documents shall be numbered in the order of the SRIT and separated by a coloured interlayer.

23.2. The internal and external envelopes:

- a. Shall be addressed to the Project Owner at the address indicated in the Special Regulations of the

Invitation to Tender;

- b. Shall bear the name of the project as well as the subject and the number of the Tender Notice indicated in the SRIT and the inscription "TO BE OPENED ONLY DURING THE BID-OPENING SESSION".

23.3. The internal envelopes shall equally carry the name and address of the Bidder in a way as to enable the Project Owner to return the sealed offer if it is declared late offer in conformity with the provisions of Articles 23 and 24 of the GRIT.

23.4. If the external envelopes are not sealed and marked as indicated in Article 21 (1) and (2) above, the Project Owner shall not be responsible if the offer is misplaced or opened prematurely

23.5 In the case of online bidding, the offer to be provided by the bidder shall include three electronic files corresponding to the three administrative, technical and financial volumes. Each file shall clearly be labelled with a name that refers to the nature of its content (Administrative Offer, Technical Offer, Financial Offer).

23.6. Simultaneously to the electronic transmission, bidders shall forward to the Contracting Authority or the PO/DPO within the set timeframe, a back-up copy of their offer on an electronic hard device (CD, DVD, USB Key...). This copy is transmitted in a sealed envelope through the postal service or through a submission to the Contracting Authority or the PO/DPO. This sealed envelope shall be clearly and readably labelled "backup copy" as well as the references of the consultation.

23.7 The constituent elements of the online or offline Offer of the bidder shall be the same for a given consultation.

23.8 When the invitation to tender is the subject of a two (2) stage-opening, the envelope containing the sample financial offer, marked as such shall be initialled by the Chairperson of the Tenders Board and forwarded on the spot, to the Public Contracts Regulatory Body

Article 24: Date and time limit for submission of offers

24.1. a) The offers must be received by the Project Owner through their Internal Public Contracts Administrative Management Entity at the address specified in Article 21 (2) of the SRIT not later than the date and time stated in the Special Regulations of Invitation to Tender.

24.1.b) The date and time for the receipt of offers online is automatically registered by the dematerialization platform through a date and time stamping mechanism. Only the date and time of COLEPS or any other means of electronic communication indicated by the Project Owner are considered authentic.

24.1.c) For the date and time stamping, the reference time zone is the local time (GMT/UTC + 1). This hour is visible on the bidding page.

24.2. The Project Owner can at his discretion postpone the date limit set for the submission of offers by publishing an addendum in compliance with the provisions of Article 10 of the GRIT. In this case, all the rights and duties of the Project Owner and the bidders previously governed by the initial date limit shall be governed by the new date limit.

24.3. The offers transmitted electronically shall give rise to an acknowledgement of receipt stating the date and time of receipt as well as the references of the consultation.

24.4. Three bidding methods are possible:

- Online: only online bidding is accepted for this consultation by the Contracting Authority and is considered authentic.
- Off-line: only off-line submissions are accepted for this consultation by the Contracting Authority and are considered as authentic.
- On-line or off-line (on/off-line). The two submission methods are possible. However, it is not possible to bid on-line and off-line for the same consultation.

The selected bidding method is specified in the SRIT.

24.5. At the moment of the on-line bidding, bidders' bids are automatically ciphered or encrypted that is their content are rendered unreadable.

Article 25: Late offers

Whatever the submission method, any offer that reaches the services of the Project Owner after the date and time limits set for the submission of offers in compliance with Article 24 of the GRIT shall be considered unacceptable by the Tenders Board.

Article 26: Modification, replacement and withdrawal of offers

26.1. For off-line bidding,

- a. A bidder may modify, replace or withdraw his offer after submitting it, on condition that the written notification of the modification or withdrawal is received by the Project Owner prior to the end of the time limit prescribed for the submission of the offers. The said notification must be signed by an authorised representative in application of Article 21 of the GRIT. The modification or the corresponding replacement of the offer must be attached to the written notification. As the case may be, the envelopes shall bear the inscription "WITHDRAWAL", and "REPLACEMENT OFFER" or "MODIFICATION".
- b. The notification of modification, replacement or withdrawal shall be prepared, sealed, marked and forwarded in accordance with the provisions of Article 21 of the GRIT. The withdrawal may equally be notified by fax or email but shall, 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 offers.
- c. Offers being requested by the bidders to be withdrawn in application of the paragraph above shall be returned unopened.
- d. No offer may be withdrawn in the interval between the deadline set for the submission of offers and the expiry of validity period of the offers set in the model offer. Any bidder who withdraws his offer during this interval may lead to the confiscation of the bid bond in accordance with the provisions of Article 20 of the GRIT.

26.2. For online bidding,

- a. Several offers may be properly forwarded by the same bidder before the date and time limit of the receipt of offers. In this case, only the last offer to arrive and its corresponding backup copy, if applicable shall be

taken into account during evaluation, other possible backup copies shall be returned without being opened.

- b. The modification, replacement or withdrawal of the backup copy shall be done in compliance with Article 24 paragraphs 1 to 4.

E. OPENING OF ENVELOPES AND EVALUATION OF OFFERS

Article 27: Opening of envelopes and petitions

27.1 Prior to the opening of envelopes, the offers submitted electronically are decrypted by the Contracting Authority. The decryption consists in rendering the offers readable and accessible only to the Tenders Board.

27.2. The opening of all bids shall be done in one or two phases according to the type of procedure. The opening of all the bids shall be done in one stage for open invitations to tender and in two stages for simple supplies. But shall be done in two stages for supplies and quantifiable services of great importance or complex that have been the subject of a restricted call for tenders.

27.3. Firstly, envelopes marked “withdrawal” shall be opened and the content announced to the hearing of everyone while the envelope containing the offer or backup copy shall be returned to the Bidder unopened. The withdrawal of an offer or a backup copy 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 offer or backup copy” shall be opened and announced to the hearing of everyone and the new corresponding offer substituted for the preceding one which will be returned to the Bidder concerned unopened. The replacement of an offer or the backup copy shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request the replacement and read to the hearing of everyone. Finally, the envelopes marked “modification” shall be opened and their content shall be read to the hearing of everyone with the corresponding offer. The modification of the offer or the backup copy shall be authorised only if the corresponding notification contains a valid empowerment of the signatories to request the modification and shall be read to the hearing of everyone. Only offers or backup copies shall be opened and announced to the hearing of everyone during the opening session of bids shall then be evaluated.

27.4. 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 rebate and any variant, where necessary, the existence of a guarantee of the offer if it is required and any other details which the Tenders Board deems useful to be mentioned. Only rebates and variants of offers announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

27.5. Given that an offer or a backup copy that has not been opened and read to the hearing of everyone during the bid opening sessions cannot be evaluated, the Tenders Board shall systematically ensure that the offers received have been really evaluated.

27.6. Bid-opening minutes are recorded on the spot mentioning the admissibility of offers, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation Sub-committee, where applicable. However, information related to the said composition remain internal to the Board. An excerpt of the minutes to which is attached the attendance sheet signed by all the participants is handed to each bidder at his

request. Lastly, only financial offers of bidders that have reached the required minimum technical score shall be opened in the presence of the bidders concerned.

27.7. At the end of each bid-opening session, the Chairperson of the Tenders Board immediately hand to the focal point designated by the Public Contracts Regulatory Body, an initialled copy of the offer presented by the bidders.

27.8. In case of petition, the bidder may file a petition to the Petitions Review Committee with copy to the Project Owner where applicable, to the Chairperson of the Tenders Board concerned, to the Public Contracts Regulatory body and to the Authority in charge of Public Contracts.

It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter duly signed by the petitioner.

This petition which shall concern only the implementation of this stage, notably the respect of the procedures and the regularity of the verified documents shall not be suspensive.

If applicable, the Independent Observer must attach to his report the sheet of the petition register that was handed to him, including any related comments or observations.

27.9. The opening of bids forwarded electronically and those presented on hard copy ('paper offer') shall be done during the same session. The opening and the evaluation of offers forwarded electronically are subject to the rules applicable to the processing of paper offers (hard copy offers).

Article 28: Confidential nature of the procedure

28.1. No information relating to the examination, evaluation, comparison of offers and verification of the qualification of bidders and the contract award proposal shall be given to bidders or to any other person concerned with the said procedure as long as the contract award has not been made public, under pain of disqualification of the Bidder's offer and the suspension of the perpetrators from all activities in the Public contracts domain.

28.2. Any attempt by a bidder to influence the Bid-Bid Evaluation Sub-committee in the evaluation of bids, the Tenders Board in the award proposal, the Project Owner in the award decision may cause the rejection of his offer.

28.3. Notwithstanding the provisions of Article 26 (2), between the opening of envelopes and the award of the contract, if the bidder wishes to enter into contact with the Project Owner for reasons having to do with his offer, he should do so in writing.

Article 29: Clarifications on the offers and contact with the Project Owner

29.1. To ease the examination, evaluation and comparison of offers, the Chairperson of the Tenders Board may, on the proposal of the Bid Evaluation Sub-committee request bidders, relevant administrations or institutions to give clarifications on offers.

29.2. The request for clarifications and the response given are formulated in writing or through COLEPS or any other means of electronic communication indicated by the Project Owner in the TF, with copy to the Public Contracts

Regulatory Body, but no change on the amount or content of the offer in view of rendering it more competitive is sought, offered or authorised.

29.3. The request for clarification shall aim especially, at finding an information contained in the offer, verifying the accuracy of the information provided by the candidate, where necessary, from the issuing administrations, requesting a bidder to confirm calculation errors or omissions discovered, at providing precisions on the technical aspects not understood by the Bid Evaluation Sub-committee or on the content of price sub-detail or at justifying offers prices deemed abnormally low.

29.4. The deadline to respond to requests for clarifications shall not exceed seven (7) working days.

29.5. 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 offers between the opening of bids and the award of the contract.

Article 30: Determining the conformity offers and evaluation at the technical level

30.1. The Bid Evaluation Sub-committee shall first carry out verifications on eligibility of bidders and a detailed examination of offers to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the offers are in proper order.

30.2. The Bid Evaluation Sub-committee shall then determine if the offer is essentially in conformity with the conditions set in the Tender File based on its content without recourse to external elements of proof. As such, the Bid Evaluation Sub-committee shall:

- Examine the offer to confirm that all the conditions specified in the SRIT and the SAC have been accepted by the Bidder without substantial divergence or reservation;
- Evaluate the technical aspects of the offer presented in compliance with the clause 13.1.b of the GRIT in order to ensure that all the specifications of the Unit Price Schedule are respected without substantial divergence or reservation.

30.3. An offer that conforms essentially to the Tenders File shall be an offer that respects all the terms, conditions and specifications of the Tender File without substantial divergence or reservation. A substantial divergence or reservation is that:

- i. which substantially limits the scope, the quality or performance of the supplies and ancillary services specified in the contract;
- ii. which substantially limits and is not in conformity with the Tender File, the rights of the Project Owner or his obligations in relation to the contract;
- iii. which is such that its acceptance or correction would unfairly affect the competitiveness of other bidders who submitted offers that essentially conformed with the Tenders File.

30.4. If an offer is essentially not in conformity with the Tender File, it shall be rejected by the relevant Tenders Board and shall not eventually be rendered compliant.

30.5. The Project Owner reserves the right to accept or reject any modification, divergence or reservation. Modifications, discrepancies, variations and other factors which are beyond the requirements of the Tender File shall not be taken into account in the evaluation of offers.

Article 31: Evaluation criteria and for the qualification of the bidder

The Sub-committee shall make sure that the Bidder selected for having submitted the offer substantially in accordance with the provisions of the Tender File, meets the evaluation and qualification criteria stipulated in the SRIT. It is essential to avoid any arbitrariness in setting these criteria.

Article 32: Correction of errors

32.1. The Bid Evaluation Sub-committee shall check the offers recognized as essentially compliant with the Tender File to rectify any possible calculation errors. The Bid Evaluation Sub-committee shall correct the errors as follows:

- a. If there is a contradiction between the unit price and the total price obtained by multiplying the unit price by the quantities, the unit price shall be authentic and the total price shall be corrected, unless, in the opinion of the Evaluation Sub-committee, the decimal point of the unit price is obviously badly placed, in which case the total price indicated shall prevail and the unit price shall be corrected;
- b. If the total obtained by addition or subtraction of the subtotals is not exact, the subtotals shall prevail and the total shall be corrected;
- c. If there is a contradiction between the unit price indicated in words and in figures, the amount in words shall prevail, unless this amount is related 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.

32.2. The amount featuring in the offer shall be corrected by the Bid Evaluation Sub-committee in compliance with the procedure of correcting errors mentioned above and with the Bidder's confirmation, the said amount shall be considered to commit him.

32.3. If the Bidder who presented the offer evaluated as being the lowest bid, does not accept the corrections, his offer shall be rejected and his bid bond seized.

Article 33: Conversion into a single currency

33.1. To ease the evaluation and comparison of offers, the Bid Evaluation Sub-committee shall convert the prices of the offers expressed in various currencies into the amount in which the offer is payable in CFA francs.

33.2. The conversion shall be done using the selling price set by the Bank of Central African States (BEAC), in force at the date limit of the submission of offers, unless otherwise stated in the Special Regulations.

Article 34: Evaluation and comparison of offers

34.1. Only offers recognised as being in conformity according to Articles 29 and 30 of the GRIT shall be evaluated and compared by the Bid Evaluation Sub-committee.

34.2. When evaluating offers, the Sub-committee shall determine for each offer the evaluated amount of the offer by rectifying its amount as follows:

- a. By correcting any possible error in compliance with the provisions of Article 31.2 of the GRIT;

- b. By converting into a single currency the amount resulting from the rectifications (a) above, in compliance with the provisions of Article 32 of the GRIT;
- c. By adjusting in the appropriate way, on the technical and financial bases any other modification, divergence or quantifiable reserve;
- d. By taking into consideration the various execution deadlines proposed by the bidders if they are authorised by the SRIT;
- e. If applicable, in compliance with the provisions of Article 14 of the GRIT and the SRIT, by applying the rebates offered by the Bidder.
- f. If applicable, in compliance with the provisions of Article 26 of the GRIT and the technical specifications, the technical variants proposed if they are allowed, shall be evaluated following their own merit and irrespective of the fact that the bidder would have offered or not a price for the technical solution specified by the Project Owner in the SRIT.

34.3. The estimated effect of the revision formulae of prices in the GAC and SAC applied during the execution period of the Contract, shall not be taken into consideration when evaluating offers.

34.4 In case the financial offer is deemed to be abnormally low compared to the estimates done by the Project Owner of services to be executed within the framework of the Contract, the Sub-committee can from the sub-detail of prices provided by the bidder for any element or for all elements of the Detailed Quantity and Cost Estimates verify if these prices are compatible with the technical specifications and the proposed calendar.

34.5 On the proposal of the Bid Evaluation Sub-committee, the Chairperson of the Tenders Board may request bidders or administrations and relevant institutions clarifications on the offers.

34.6 In case an offer is deemed to be abnormally low, the Tenders Board shall propose that the Project Owner should urge the bidder concerned to provide supporting documents.

If the supporting documents are deemed unacceptable, they shall be sent to the Public Contracts Regulatory Body by the Project Owner, for opinion, at the same time as the request for clarification.

The Project Owner shall take into account the opinion of the Public Contracts Regulatory Body to decide.

Article 35: Preference margin given to national bidders

35.1 When awarding a contract within the framework of an international consultation, a preference margin is granted, for equivalent offers and in order of priority, to bids presented by:

- a) A natural person of Cameroonian nationality or a legal entity under Cameroonian law;
- b) A company whose share capital is entirely or in majority owned by persons of Cameroonian nationality;
- c) A natural person or a legal entity with proof of economic activity in the Cameroonian territory;
- d) A group of enterprises including Cameroonian companies.

35.2 Offers shall be considered as being equivalent when they have met the required technical conditions.

35.3 For supplies contracts, the national preference criterion can only be taken into account if the supply undergoes

a transformation at the local or regional level of less than fifteen percent (15%).

35.4 The national preference can only be applied when the Tender File so provides.

F. AWARD OF THE CONTRACT

Article 36: Award

36.1. The Project Owner shall award the contract to the Bidder who submitted an offer that is essentially in conformity with the Tender File, (having the technical and financial capacities required to execute the contract satisfactorily) and whose offer was evaluated as the lowest or best bid including, where applicable, the proposed rebates.

36.2. If the Call for Tenders has several lots, the award shall be made according to the requirements of the SRIT.

36.3. In any case, any award of a contract is materialized by a decision of the Project Owner and notified to the successful bidder within a maximum period of seventy-two (72) hours from its signature.

36.4 Any decision to award a public contract by the Project Owner is inserted, with indication of price and deadline, in the Public Contracts Logbook published by the Public Contracts Regulatory Body or in any other authorized publication, in particular in COLEPS or on any other means of electronic communication indicated by the PO in the Tender File.

Article 37: Right by the Project Owner to declare an invitation to tender unfruitful or cancel a procedure

37.1. The Project Owner reserves the right to cancel an Invitation to Tender or to declare a call for tenders unsuccessful after consulting the competent Tenders Board without any claims being entertained.

However, when the offers have already been opened, cancellation shall be subject to the approval of the Authority in charge of Public Contracts.

37.2 The Project Owner shall notify the decision of cancellation or the one declaring the invitation to tender unsuccessful, to the Chairperson of the Tenders Board, with copy to the Public Contracts Regulatory Body.

37.3 In case of allotment, the provisions set in the paragraphs above are applicable to each of these lots.

Article 38: Notification of the award of the contract

38.1 Any award of a contract shall be materialized by a decision of the Project Owner and notified to the successful bidder within a maximum period of seventy-two (72) hours from its signature. Any decision to award a public contract by the Project Owner shall be inserted, with indication of amount and execution timeframe, in the Public Contracts Logbook of the Public Contracts Regulatory Body or in any other authorized publication, in particular in COLEPS.

38.2 Before the expiry of the validity period of offers set by the SRIT, the Project Owner shall notify the successful bidder by fax confirmed by registered mail or by any other means that its offer was selected. This letter shall indicate the amount that the Project Owner shall pay to the Administration's Contracting partner for the execution of the services and the execution deadline.

Article 39: Publication of contract award results and petitions

39.1 The Project Owner shall have a period of five (5) working days to sign the award decision and publish the results from the date of receipt of the final award proposal from the competent Tenders Board, except in the event of suspension of the procedure.

39.2 Any decision to award a public contract by the Project Owner is inserted, with indication of price and deadline, in the Public Contracts Logbook published by the Public Contracts Regulatory Body or any other authorised publication.

39.3 As soon as the award results are published, the Project Owner shall send an excerpt of the evaluation report concerning them to each bidder who requests it.

39.4. After the publication of the award result, offers not withdrawn within a maximum period of fifteen (15) days shall be destroyed, without giving room to any complaint, except the copy intended for the Public Contracts Regulatory Body, if this has not been collected on the spot. This information shall be contained in the award decision.

39.5. In the event of a petition, it shall be sent to the Petitions Review Committee with copies to the Project Owner, to the Chairperson of the Tenders Board concerned, to the Public Contracts Regulatory Body, and to the Authority in charge of Public Contracts. It shall take place within a maximum period of five (5) working days after the publication of the results.

39.6 This petition may give rise to the suspension of the procedure at the discretion of the Public Contracts Regulatory Body.

Article 40: Signing of the contract

40.1. After publication of the results, the Project Owner has a period of five (5) working days to sign the contract from the date of subscription of the draft contract by the successful bidder.

40.2. Prior to signing the contract under the conditions referred to in the paragraph above, the draft of the mutual agreement contract subscribed by the successful bidder is submitted to the competent Tenders Board for examination and opinion.

40.3. The Project Owner shall notify the contract to its holder within five (5) working days following the date of its signature.

40.4. The successful bidder has fifteen (15) working days after receiving it to subscribe the contract or the jobbing order. Beyond this period, the Project Owner shall reserve the right to cancel the award decision after formal notice to the successful bidder without reaction. In this case, the bid bond is seized and the contract awarded to the candidate ranked second.

Article 41: Final bond

41.1. Within the twenty (20) calendar days following notification of the contract by the Project Owner, the contractor shall provide the Project Owner with a bond guaranteeing the full execution of the services, in the form stipulated in the SRIT, in accordance with the model provided in the Tender File.

41.2. The final bond, whose rate varies between 2 and 5% of the amount of the contract all taxes inclusive, increased where applicable by the amount of the amendments, can be replaced by the guarantee of a bond from an approved banking establishment in accordance with the instruments in force, and issued for the benefit of the Project Owner or

by a personal and several guarantee.

41.3. Small and medium sized enterprises (SMEs) with national share capital and managed by nationals as well as civil society organizations may, in lieu of the guarantee, provide either a certified cheque, a bank cheque, a legal mortgage, or a guarantee from a banking establishment or an approved financial organization, in accordance with the instruments in force.

41.4 Failure to produce the final bond within the prescribed deadlines may cause the termination of the contract under the conditions provided for in the GAC. In this case, the bid bond is seized by the Project Owner.

DOCUMENT NO. 3

SPECIAL REGULATIONS OF THE INVITATION TO TENDER (SRIT)

This document shall be filled by the Project Owner or the Delegated Project Owner before launching the consultation. The following provisions, which are specific to the supplies and quantifiable services which are the subject of the Call for Tenders, supplement or, where applicable, specify the provisions of the GRIT.

In the event of conflict, the following provisions prevail over those of the GRIT.

The numbers in the first column refer to the corresponding article of the GRIT.

References of the GRIT	Description of the provision of the SRIT
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References of the GRIT	Description of the provision of the SRIT
A. GENERALITIES	
1.1	- Name and address of the Project Owner: The City Mayor, Bamenda City Council. - Reference on the Invitation to tender: Open National Invitation Tender No ___/BCC/ITB/2026 of _____ 2026. - Number of lots: One Definition of services The services to be rendered consist of the acquisition and installation of a 250 KVA generator, the purchase and installation of an automatic changeover switch, acquisition of accessories for the installation, commissioning and acceptance by the Project Owner. N.B.: Information on the services to be performed is detailed in the unit price schedule, the detailed quantity and cost estimates and the Description of the Supplies or the consistency of the services (quantifiable services).
1.2.	The maximum deadline for delivery of services is: Two (02) Calendar Months. This period for the lone phase, runs from the date of notification of the Administrative order to commence the services.
1.4	Name, Subject of the supply: The supply of a 250 KVA generator at the Bamenda Airport The service has several phases: No Conference ahead of the establishment of proposals: Not applicable
1.6	The Project Owner envisages the need to ensure some continuity for downstream activities: Not applicable.
2.1	Source of financing: The supplies, subject of this Invitation to tender are financed by the budget of the Bamenda City Council of 2026 financial year, Head 23511
4	The invitation to tender is open.
5.1	No supply to be purchased under this consultation may originate from the following locations: Not applicable.
6.1	The list of documents to establish the qualification of the bidder shall include the documents provided for in point 12 of this SRIT.
6.4	In case of a group of companies, each member of the group must submit a complete administrative file. However, documents such as the bank domiciliation certificate (except in the case of joint co-contracting), the receipt for the purchase of the TF and the bid bond" provided for in point 12 of the SRIT may only be submitted by the group representative.

References of the GRIT	Description of the provision of the SRIT
7.3	Information required to prove that the eligibility criteria for national preference have been met: Not applicable. For the purposes of visiting the site of the supplies and/or quantifiable services to be organized no later than five (5) days after the publication of the Tender Notice, the department of the Project Owner to contact is the following: The SIGAMP Services of the Bamenda City Council, Tel: - P.O. Box: 495 - Phone: 233 36 12 67 / 67785 03 32
B- TENDER FILE	
9	Additional information may be obtained during working hours at the SIGAMP Services of the Bamenda City Council, P.O. Box: 495, phone: 233 36 12 67 / 67785 03 32 or on-line on the COLEPS platform at the addresses http://www.marchespublics.cm and http://www.publiccontracts.cm.
C- PREPARATION OF OFFERS	
11	The language for bidding is: "English" or "French"
12	The bidder shall produce an offer grouped into three volumes and presented as follows: The candidate shall produce in sealed envelope a USB key or CD/DVD containing the backup copy of the three volumes below including the original copy of the administrative file:
13.1	A - Volume I: Administrative documents They shall include notably: - a). The stamped declaration of the intention to tender signed by the legal representative or the duly appointed representative (model attached); - b). The group agreement (specifying the form of the group, notarised or under private seal) and specifying the representative where applicable (in the case of several groups); - c). Power of Attorney, if applicable; - d). An attestation of physical conformity issued by the relevant authority of the tax administration certifying that the bidder has made the statutory tax declarations for the current financial year, less than three months. - e). A certificate of non-bankruptcy issued by the Court of First Instance or Chamber of Commerce located in the head office of the enterprise; - f). Certificate of bank domiciliation, issued by a bank approved by the Ministry of Finance of Cameroon, unless otherwise stipulated in the financing agreement; (in the case of joint co-contracting, each member of the group must provide a certificate of bank domiciliation relating to the contract, the subject of the lot for which he is the holder). - g). The receipt for the purchase of the Tender File of a non-refundable amount of ninety thousand (90,000) CFA Francs, payable at the Bamenda City Council Treasury under the budgetary head 712 101. - h). A hand-endorsed bid bond bearing a fiscal stamp and accompanied by a CDEC receipt (model attached) of an amount of one million seven hundred thousand (1,700,000)

References of the GRIT	Description of the provision of the SRIT
	CFA francs and valid for four (4) months, issued by a first rate bank or financial institution authorised by the Ministry of Finance of Cameroon to issue bonds for public contracts or any other form provided for by the regulations in force (certified cheque, bank cheque, legal mortgage) unless otherwise provided for in the finance agreement; i). A certificate of non-exclusion from public contracts issued by the body in charge of regulating public contracts, bearing the number and subject of the invitation to tender; j). A clearance certificate issued by the National Social Insurance Fund mentioning the subject and references of the Invitation to Tender and certifying that the bidder has fulfilled his social fund obligations towards the said fund dating from less than three months from the date of signature of the said certificate; k). The categorisation certificate if applicable; l). A copy of certificate incorporation certified by the competent authority of the legal administration; m) A recent Tax payers card bearing a fiscal stamp. In the case of a group, each member of the group must submit a complete administrative file, with documents a, f and h being submitted only by the group's representative. <u>N.B.:</u> For fear of rejection, the required documents included in the administrative file shall be produced in scanned originals or in true copies certified by the issuing service or the competent administrative authority in accordance with the provisions of the Special Regulations of the Invitation to Tender. They shall be valid at the original date limit of the submission of offers. B- Volume 2: Technical offer It includes, notably: <i>b1. Information on the qualification</i> The list of documents to be provided by bidders to justify their qualification includes, particularly with regard to references, equipment and personnel: <i>b.1.1 Bidder's references</i> a) The list of contracts executed (Project Owner, subject, amount, date of acceptance) as main supplier (or subcontractor) over the last five (5) years must be provided with the names of the beneficiary Administrations in accordance with the standard form attached. These references must be accompanied by supporting documents, namely: b) Copies of the first and last pages of the contract; c) Provisional or final acceptance report or performance certificate signed by the Project Owner; d) Copy of the last detailed account for contracts underway; Within the framework of the award of contracts falling under the jobbing order threshold, and where this is expressly provided for in the consultation file, the references of the promoter or of

References of the GRIT	Description of the provision of the SRIT
	a technical official of a newly created national Small and Medium-sized Enterprise are substituted for those of the legal entity where the latter does not yet have the required number of years of experience or references. e) Availability of spare parts: The bidder must justify the availability of spare parts by presenting documents relating the bidder to a recognized supplier of spare parts. These references must be accompanied by supporting documents, namely, the CV, the employment contract, various acts of promotion that have taken place in the career. b.1.2. Personnel f) A list of the personnel to be mobilized within the context of ancillary services (installation of material and users training) according to the model attached the TF. <u>N.B.:</u> <i>Require, for the proposed personnel, a copy of the diploma and proof of experience, namely:</i> g) Certified copy of the diploma dated less than three (3) months; h) Certificate of registration into the national orders if applicable; i) Signed and dated curriculum vitae; j) Dated and signed certificate of availability; k) Work certificates or employment contracts. <u>N.B.:</u> <i>All the documents listed above shall be certified true copies, signed and dated less than three months as from the original date of submission of offers by the issuing service or a relevant authority.</i> b.1.3 Equipment to be mobilised. l) A list of small materials necessary for the installation of equipment or execution of related quantifiable services. Not applicable. <u>N.B.:</u> This list must be supported by certified copies of the vehicle registration documents for rolling stock, certified by the relevant issuing authority, and the purchase invoice(s) for other rolling stock, certified by a competent authority and showing the vendor's taxpayer's number. If the equipment is to be hired, these supporting documents must be accompanied by an equipment hiring agreement signed by both parties, if applicable. b.2. Technical proposal The list of documents to be provided by bidders to justify their technical proposal includes: m) The prospectuses, catalogues and drawings (only documents produced by the manufacturer are considered as authentic); n) A proof of after-sales service; o) The calendar, the planning and delivery deadline of supplies; p) The certificate of origin issued at the loading level;

References of the GRIT	Description of the provision of the SRIT
	b.3 . Proofs of acceptance of the contract conditions The bidder shall submit a copy of the Special Administrative Conditions (SAC) duly initialled on each page and signed on the last page preceded by the mention “read and approved” of the following documents. a) The Special Administrative Conditions (SAC); b) The Technical Specifications. b.4 The bidder shall fill and subscribe the following forms: ▪ <i>Integrity Charter, dated and signed;</i> ▪ <i>The commitment declaration with respect to the Environmental and social conditions, dated and signed.</i> b.5. Comments on the SAC and Technical Specifications The bidder shall attach an observation note on the technical specifications of supplies with possible proposals. b.6 The financial capacity. C. Volume 3: Financial offer This envelope shall include: c.1. The bid proper, in original drafted according to the attached model, stamped at rate in force, signed and dated; c.2. The unit and/or fixed price schedule framework duly filled; c.3. The detailed quantity and cost estimates duly filled; c.4. The unit price sub-details and/or breakdown of fixed prices framework (if applicable); The bidders shall use to this effect the documents and models or standard forms provided for in the Tender File. <u>N.B.</u>: The various parts of the same file shall be separated by coloured dividers other than the white colour both in the original and in the copies, so as to facilitate its examination.
13.1	Taxes: The prices offered shall be stated All taxes included.
13.2.	The contract prices “shall not” be revisable.
14.	The local expenses element must be denominated in the national currency: Yes

References of the GRIT	Description of the provision of the SRIT
19.1	The validity period of offers is Ninety (90) Days as from the day following the submission of offers.
21	The amount of the bid bond is: one million seven hundred thousand (1,700,000) CFA francs
20	The bidder must provide one original bid and [indicate the number] of copies of each proposal: Submission is on-line
D- SUBMISSION OF OFFERS	
22	The method of submission chosen for this consultation is on-line .
26.2	<u>On-line bidding</u> The maximum sizes of the documents that will be uploaded on the platform and constitute the bidder's offer are as follows: - 5 MB for the Administrative Offer; - 15 MB for the Technical Offer; - 5 MB for the Financial Offer. The following formats are accepted: - PDF format for text documents; - JPEG for images. The candidate must use compression software to reduce the size of the files to be transmitted]. The bid must be submitted by the bidder on the COLEPS platform. The offer shall be uploaded by the bidder on the COLEPS platform. A backup copy of the offer recorded on a USB key or CD/DVD and the original of the administrative document shall be deposited in the services of the PO or CA concerned in a sealed envelope with the clear and legible indication "backup copy/original copy of the administrative document" and the references of the invitation to tender within the required deadlines. They must be uploaded electronically via the COLEPS platform available at http://www.marchespublics.cm or http://www.publiccontracts.cm. The offer must be uploaded by the bidder on the COLEPS platform latest on _____ 2026 at 10am server time.
21.6.	
E. OPENING OF ENVELOPES AND EVALUATION OF OFFERS	
25.1.	The opening of bids shall take place on _____ 2026 from 11 o'clock prompt in the City Council Internal Tenders Board conference room located at Mulang. Only bidders may attend this opening session or be represented by a single duly authorized person of their choice, even in the case of a group of companies.

References of the GRIT	Description of the provision of the SRIT
	For fear of rejection, the documents from the administrative file required shall be produced in scanned originals or certified true copies by the issuing service or competent administrative authority, in accordance with the stipulations of the Special Regulations of the Invitation to Tender. They shall be valid at the time of submission of the offer, dated less than three (3) months from the original date limit for opening offers or have been established after the date of signature of the tender notice, except the NSIF attestation that is valid for one month. In case of absence or non-compliance of a document from the administrative file when the bids are opened, a period of forty-eight (48) hours is granted to the bidders concerned to produce or replace the document in question, (except the bid bond). The Tenders Board shall declare inadmissible and reject bids in the following cases: • Any bid in complete black and white for online submission; • bids without indication of the identity of the invitation to tender; • bids not in conformity with the bidding method; • Any tender that does not comply with the requirements of the TF, • The absence of a bid bond issued by a body or financial institution approved by the Minister in charge of finance to issue bonds for public contracts, or failure to comply with the model documents in the Tender Files, will cause the outright rejection of the bid without any claim being entertained. A bid bond produced but having no connection with the consultation concerned is considered to be absent. A bid bond presented by a bidder during the bid opening session is inadmissible; The Tenders Board shall establish the minutes of the bid opening session and a copy of it handed to all the bidders.
30	The evaluation of offers shall be based on the following criteria: 1) Eliminary criteria - Absence or insufficient bid bond or a bid bond not hand-endorsed or bearing a fiscal stamp and accompanied by a CDEC receipt at the bids opening session; - Failure to submit, beyond the 48 (forty-eight) hours deadline after the opening of bids, a document of the administrative file deemed non-compliant or absent (except the bid bond); - False declarations, fraudulent schemes or forged documents; - Failure to comply with at least 5 essential criteria out of 8: - Failure to comply with one of the major technical specifications indicated in the technical specifications of the supplies of this Tender File; - Execution deadline above the prescribed; - Absence of a quantified unit price in the financial offer (SUP, BQE); - Financial offer above budgeted amount during bid opening session, - Absence of integrity charter; - Non acceptance of the conditions of the offer; - Absence of commitment statement to comply with environmental and social clauses; - Technical score less than 80% - Failure to comply with the bid submission method and the recommended file format.

References of the GRIT	Description of the provision of the SRIT		
	2) . Essential criteria - Presentation of bid; - Bidder's references; - Financial capacity; - Prospectus, catalogue, drawing, or technical sheet produced by the manufacturer; - After-sales service (availability of spare parts, repair workshop, technical personnel; - Personnel qualification and experience; - Logistics means; - Methodology. Detailed evaluation criteria and sub-criteria ▪ Eliminatory criteria The eliminatory criteria will be evaluated for information purpose, on the basis of the following sub-criteria:		
	No.	Section	Yes/No
	I- Eliminatory criteria relating to the administrative file		
	1	Absence or insufficient bid bond or a bid bond not hand-endorsed or bearing a fiscal stamp and accompanied by a CDEC receipt at the bids opening session N.B.: A bid bond provided but without any relation with the consultation concerned shall be considered as absent. The bid bond presented by a bidder during the bid opening session shall be inadmissible.	Yes/No
	2	Failure to produce beyond the deadline of 48 hours a document of the administrative file deemed non-compliant or absent during the bid opening session (except the bid bond);	Yes/No
	II- Eliminatory criteria related to the technical offer		
	5	Absence of prospectus, catalogues, drawing or technical sheet produced by the manufacturer;	Yes/No
	6	Failure to comply with a major technical specification indicated in the Description of supplies of this TF;	Yes/No
	7	Absence of the dated and signed integrity charter	Yes/No
	III- Eliminatory criteria relating to the financial offer		
	9	Absence of a quantified unit price in the financial offer	Yes/No
	IV- General eliminatory criteria		
	10	SAC initialled on each page and signed along with the indication "read and approved"	Yes/No
	11	False declarations, fraudulent schemes or forged documents	Yes/No
	12	Non-compliance with at least 7 essential criteria out of 11;	Yes/No
	13	Non-compliance with the file format of offers submitted on-line;	Yes/No
	N.B.: According to the specificity of the service, other relevant criteria may be added during		

References of the GRIT	Description of the provision of the SRIT
	<i>the preparation of the TF.</i> ▪ Essential criteria The technical offers will be evaluated following the binary method (yes/no) according to the essential criteria which will relate, by way of indication, to: The conditions for validating each evaluation criterion and sub-criterion are as follows. ▪ <u>The presentation of the offer</u> <u>Legibility, documents in SRIT in order, pagination, neatness etc.)</u> ▪ <u>Experience</u> ▪ <u>General experience</u> Experience in contracts: 2 contracts executed as a contractor over the last five years preceding the deadline for submission of tenders of minimum value of 50 million. ▪ <u>Specific experience in similar services (to those of the invitation to tender)</u> Having actually executed satisfactorily, as a supplier, or subcontractor at least 2 contracts similar to the supplies of heavy equipment over the last five years, with a minimum value of 50 million. The similarity shall be in the nature, physical size, complexity, methods/technologies or other characteristics. <i>The nature of supporting documents of this experience shall be evaluated with objectivity.</i> <i>These references must be backed by supporting documents, namely:</i> - a). <i>Certified copies of the first and last pages of the contract;</i> - b). <i>Certified copies provisional or final acceptance reports or performance certificate signed by the Project Owner;</i> ▪ <u>After-sales service:</u> Bidders shall produce ▪ a certificate of availability of spare parts, and/or mandatory consumables in Cameroon for a period five years, ▪ a qualified personnel to ensure the commissioning and the follow up of the guarantee at least a Mechanical Engineer. ▪ user training: Two users will be trained on the operation of the equipment by an expert. ▪ <u>Delivery Schedule</u> The Bidder shall produce on the basis of realistic and consistent dates: ▪ the delivery schedule for supplies and; ▪ the schedule for carrying out ancillary services (installation, user training, maintenance). ▪ <u>Financial capacity</u>

References of the GRIT	Description of the provision of the SRIT
	The Bidders shall present, notably: ▪ the certificate of financial capacity issued by an authorised bank of minimum 64 million; <i>For newly created companies, this situation may be assessed objectively by reference to the financial capacity of the candidate (appropriate statements from banks or authorized financial bodies, or where appropriate, proof of professional risk insurance) and the financing needs of the contract.</i> ▪ <u>Methodology of the supply</u> <i>A methodological note explaining the conditions of insurance, After-sales service, availability of spare parts, planning and deadline for delivery and conformity to technical specifications.</i> ▪ Detailed technical note on the description of the supply ▪ Respect of delivery deadline ▪ Acceptable planning of the supply ▪ Manpower deployment schedule. ▪ <u>Personnel</u> <i>Personnel to be mobilized for ancillary services (installation of equipment and user training):</i> ▪ A mission head, a mechanical engineer having at least three years of experience. ▪ An expert for the users training. <i>NB: the proposed personnel (mission head), a copy of the diploma and proof of experience, namely:</i> • Attestation of presentation of original of diploma; • Certified true copy of diploma less than three (3) months old; • Certified copy of National Identity Card; • Signed curriculum vitae; • Signed attestation of availability/work certificates or contracts of employment. <i>NB: Any public servant listed among the staff and who has not presented all the documents likely to justify his release from the Administration will be considered invalid. The presence of the same expert's file in two separate bids must give rise to a request for clarification with a view to establishing the bidder's bid to be considered. In this case, the expert in question will not be evaluated in the competing Bid and will not be taken into account.</i> ▪ <u>Equipment to be used</u> ▪ A 4x4 pickup for transportation of personnel;

References of the GRIT	Description of the provision of the SRIT
	▪ <i>Mechanical tool box or any other equipment necessary for the supplies.</i> <i>NB: Attach copies, certified by the issuing departments or any other relevant authority, of the registration documents for rolling stock and the purchase invoices showing the taxpayer's number of each issuer for other equipment, if applicable, accompanied by a signed equipment hiring agreement.</i> <i>Detailed evaluation grid (Appendix 17)</i> <i>In the event of conflict between the content of the TF documents, the elimination of a tender for non-compliance with the requirements of the TF must be based solely on the criteria contained in the SRIT, the provisions of which take precedence over those of the other documents.</i>
31.1	The currency selected for the conversion into a single currency is: the CFA francs
31.2	The source of the exchange rate is the Bank of Central African States (BEAC), The date of the exchange rate is: _____ 2026. Not applicable.
F. Award of the contract	
34.1	The contract shall be awarded to the Bidder whose offer has been recognized as substantially compliant with the Tender File and who has the technical and financial capabilities required to execute the Contract satisfactorily and whose offer has been evaluated as the lowest or best bid after application of the rebates proposed.
34.2	The combination to be applied in the event of the simultaneous award of several lots is as follows: Not applicable.
34.3	In the event a bidder may be proposed as the successful bidder for several lots: <i>Not applicable.</i>
G. Final bond	
39	The rate of the final bid bond is 2% of the amount including all taxes of the contract. Within twenty (20) days from the date of notification of the contract by the Project Owner, the contractor shall provide a final bond following the model attached to the Tender File.

References of the GRIT	Description of the provision of the SRIT
40	Ethical principles Board Chairpersons and Members and Bidders must observe the strict rules of professional ethics in all respects. In particular, they must refrain from corruption or any other form of fraudulent schemes. In accordance with this principle, the above expressions are defined as follows: (i) whoever offers, gives, solicits or accepts, directly or indirectly, any benefit with a view to influencing the action of a public official in the course of the award or execution of a contract or jobbing order is guilty of "corruption", and (ii) whoever provides, solicits or accepts several bids from the same bidder under different company names and/or registration numbers is guilty of "corruption". (iii) whoever distorts or misrepresents facts in order to influence the award or execution of a contract or a jobbing order in a manner detrimental to the Project Owner is indulging in "fraudulent schemes". (iv) "Fraudulent manoeuvres" include in particular any agreement or collusive manoeuvre by the bidders (before or after submission of the bid) to artificially keep bid prices at levels which do not correspond to those which would result from free and open competition, and thus to deprive the Project Owner of the advantages of free and open competition.

DOCUMENT NO. 4:
SPECIAL ADMINISTRATIVE CLAUSES (SAC)

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Chapter I: Generalities

Article 1: Subject of the contract

The purpose of this contract is the acquisition and installation of a 250 KVA generator, the purchase and installation of an automatic changeover switch, and the acquisition of accessories for the installation following the technical characteristics defined in the Description of the Supplies and the quantities in the Detailed Quantity and Estimate.

Article 2: Contract award procedure

This contract is awarded through **Open National Invitation Tender No ____/BCC/ITB/2026 of _____2026 for the supply of a 250 KVA generator to the Bamenda Airport.**

Article 3: Duties and security

For the application of the provisions of this contract, it is specified that:

3.1. Duties (refer to the Public Contracts Code)

- **The Project Owner** is: The City Mayor of the Bamenda City Council. He signs the contract, orders payment of services, ensures the preservation of the originals of the documents relating thereto and the transmission of copies to the Authority in charge of public contracts and the Public Contracts Regulatory Body and the Ministry in charge of Public Contracts or its relevant devolved service;
- **The Contract Manager** is: The Director of Technical Services. He ensures the proper execution of contractual obligations. he ensures compliance with administrative, technical and financial clauses and contractual deadlines. He oversees the general management of the execution of services, decides on all the technical and financial provisions and represents the Project Owner before dispute settlement bodies. He provides the Project Owner with general administrative, financial and technical assistance at the definition, preparation, execution and acceptance stages of the works under the contract.
- **The Contract Engineer** is: Divisional Delegate of Water and Energy for Mezam assisted by the Service Head for Public Utilities and Networks and the Bamenda City Council. They are accredited by the Project Owner to monitor contract execution under the supervision of the Contract Manager to whom he reports;
- **The body in charge of public contracts external control** is the Ministry in charge of Public Contracts. The Ministry of Public Contracts or its relevant devolved service ensures compliance control of the execution of contracts, issues the required prior visas and endorses the general and final detailed account;
- **The Administration's contracting partner or the contract holder is:** *The **Supplier**, holder of the contract.* He is in charge of executing the services provided for in the contract.

3.2. Security

For the purposes of applying the security regime provided for in Article 150 of the Decree No. 2018/366 of June 20, 2018 to institute the Public Contracts Code, the duties are defined as follows:

- The authority in charge of ordering payments shall be: The City Mayor of the Bamenda City Council;
- The authority in charge of the clearance of expenditure shall be: The Director of Technical Services BCC;
- The body or official in charge of payment shall be: The Municipal Revenue Collector BCC;
- The official competent to provide information within the context of the execution of this contract shall be: The Coordinator of SIGAMP BCC.

Article 4: Applicable language, laws and regulations

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

4.2. The contracting partner or holder of the jobbing order undertakes to observe the laws and regulations in force in the Republic of Cameroon, both in his own organization and in the execution of the contract.

If the laws and regulations in force, on the date of the signing of this jobbing order were to be modified after the signing of the contract, any costs that would arise directly would be taken into account without gain or loss for either party.

Article 5: Standards

5.1 The supplies delivered in execution of this contract shall comply with the standards laid down in the Technical Specifications, or in the Description of the Supplies where applicable, and when no applicable standard is mentioned, with the authoritative standard in the area and applicable in Cameroon, this standard shall be the most recently approved standard by the relevant authority.

5.2. The contracting partner shall study, execute and guarantee the supplies of this contract taking into consideration the best implementation practice in Cameroon for operations of similar technology.

Article 6: Constituent documents of the contract

The contractual documents constituting this contract are complementary. They are classified in order of priority: *[To be adapted according to the cases]*

1. The bid or commitment letter;
2. The offer of the contracting partner's offer and its annexes in all the provisions non contrary to the Special Administrative Conditions (SAC), the Terms of Reference (ToR) if applicable, the technical specifications of the supply (DF) or the technical conditions of services, if applicable;
3. The Special Administrative Conditions (SAC);
4. The Technical Specifications of supplies (DF);
5. The estimate or detailed estimates (DQE);
6. The Unit Price Schedule (BPU);
7. The Unit Price sub-details (SDPU) and if applicable, the breakdown of all-in prices;
8. The General Administrative Conditions (GAC) applicable to public contracts on supplies and quantifiable services;
9. The General Administrative Conditions (GAC) to which it is specifically subject.
10. Any other useful documents (minutes of the negotiations, CST, the plans, the management strategies and implementation of Environmental, Social, Hygiene and Security plans (ESHS), the Code of conduct ESHS, the analysis of the value of the project if applicable, etc.);
11. The Integrity Charter;
12. The Social and Environmental commitment declaration.

Article 7: General applicable instruments

This contract is subject to the following general instruments:

1. Law No 2018/011 of 11 July, 2018 on the Code of Transparency and Good Governance in the management of Public Finances in Cameroon;
2. Law No 2018/012 of July 11, 2018 on the financial regime of the state and other public entities;
3. Law No 2019/024 of December 24, 2019 on the General code of Regional and Local Authorities;
4. Law No. 96/12 of 5th August 1996 on the management of the environment;
5. Law No2025/012 of 17 December 2025: Finance law of the Republic of Cameroon for the 2026 financial year;
6. Law No. 2019/024 of December, 2019 on the General Code of Decentralized Territorial Communities.
7. Decree No. 2013/159 of 15 May, 2013 putting in place a special regime on Administrative Control of Public Finances
8. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code and its texts of application;
9. Decree No. 2018/4992/PM of 21 June, 2018 putting in place the General Rules regulating the maturation of Public Investment projects;
10. Decree No. 2020/375 of 07 July, 2020 on the General Regulations of Public Accounting.
11. Instruments governing the various professional bodies;
12. Decree No. 2001/048 of 23rd February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
13. Decree No. 2003/651/PM of 16th April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
14. Decree No.2011-105 of 15th April 2011 bearing on the organization and functioning of the CDEC.
15. Decree No. 2012/075 of 8th March 2012 to organise the Ministry in charge of Public Contracts;
16. Order No 212/A/MINMAP of September 28, 2021 organizing the operation of internal structures for the administrative management of Public contracts;
17. Order No. 000007/MINMAP of 01 January..... laying down the procedures for awarding and executing framework agreements
18. Order No. 168/A/MINMAP of August 11, 2021 setting the terms and conditions for the award and execution of design-build contracts;
19. Circular Letter No. 000010/LC/MINMAP/CAB of 22 September 2020, the clarifying the payment documents of the Administrative co-contractors to be submitted for visa prior to the Ministry in charge of Public Procurement
20. Order No. 001/CAB/PR of 19th June 2012 relating to the Award and Control of Execution of Public Contracts;
21. Letter No 00006/LC/PR/MINMAP/CAB of 17 August, 2021 clarifying the control of public procurement and

specifying the procedures for its exercise to project owners and delegated project owner's circular.

22. The Circular No.0001877/C/MINFI of 31st December 2025 on the instructions relating to the implementation of the finance laws, the monitoring and control of the execution of the budgets of the State, Public Administrative Establishments, Regional and Local Authorities and other subsidized bodies for the financial year 2026;
23. Circular No. 0001/PR/MINMAP/CAB of 25 April, 2022 relating to the application of the Public Procurement Code
24. The MINCOMMERCE Decree setting the Price List
25. Order No 402/A/MINMAP/CAP of 21 October 2019 setting the nature and threshold of markets reserved for craftsmen, small and medium-sized enterprises, grassroots communities and civil society organisations, and the modalities of their application;
26. Circular letter No. 00000002/LC/MINMAP/CAB of 12 May 2022 relating to the continuity of the public procurement service in the event of a sanction by a Project Owners or members of a commission public procurement in accordance with the provision of articles 195 of the code of public contracts.
27. Unified Technical Documents (DTU) for building works;
28. Applicable standards;
29. Other instruments specific to the domain concerned with the Contract;
30. Circular 000006/LC/MINMAP/CAB of 05/02/2025 guiding the obligation for categorization of enterprise in the building and construction and road works;
31. Decree No 2018/0002/PM of 05/01/2018 fixing the modalities and condition for awarding contracts electronically;
32. Decree No 333/A/MINMAP/CAB of 27/12/2024 outlining the calendar of migration toward the exclusive award of contracts electronically.

Article 8: Communication

All communications under this contract shall be in writing and notifications shall be made to the following addresses

If the contracting partner is the addressee:

Dear Sir/Madam: [to be specified] _____

- P.O Box _____
- Telephone: _____
- Fax: _____

Beyond the 15-day period set in the GAC for informing the Project Owner and the Contract Manager of their address, correspondence will be validly sent to the Council of: [To be specified, this must be within the geographical area of the project].

If the Project Owner is the addressee:

Dear Sir: The City Mayor, Bamenda City Council

- P.O Box 495
- Telephone: 233 36 12 67

- Fax: 233 36 13 13

CHAPTER II: EXECUTION OF SERVICES

Article 9: Consistency of services [to be specified, see Technical Specifications]

The supplies to be delivered and/or services to be executed within the framework of this contract include the supply and installation of a 250 KVA generator, the purchase and installation of an automatic changeover switch, accessories of the installation, commissioning and acceptance by the Project Owner.

Article 10: Place and delivery or execution deadline

- 10.1. The place of delivery or execution of services shall be: The Bamenda Airport.
- 10.2. The delivery or execution deadline of the services subject of this contract shall be: Two (2) Calendar Months;
- 10.3. This period runs from the date of notification of the Administrative order to commence the services;
- 10.4. The contract is of a single phase.

Article 11: Obligations of the Project Owner

11.1. The Project Owner is responsible for the acquisition and provision of the site as well as its access, possession, use and access to all other areas reasonably necessary for the proper execution of the Contract. He must provide the Contracting partner with access to the project sites. For sites that are far from the Project Owner's head office, the transport costs for accessing them are the responsibility of the Contracting partner.

11.2 The Project Owner shall obtain at his costs, the authorisations, licenses and approvals from the local, regional or national authorities or the competent public services, necessary for the execution of the Contract and which are part of his obligations.

11.3. If the Administration's partner requests it, the Project Owner shall do all his possible best to help him obtain in time and with all the required diligence from the administrations or local, regional, national public services, the licenses, authorisations and approvals necessary for the execution of the Contract required by those institutions for the contractor, his sub-contractors or the personnel of the latter or his sub-contractors according to the case.

11.4. The Project Owner shall protect the contracting partner against threats, offenses, violence, assault and battery, insults or defamations that he may be victim of, for the reason or in the discharge of his duties.

Article 12: Administrative orders

The various administrative orders shall be prepared and notified as follows:

12.1. As soon as the contract is notified to the contract Holder, the Project Owner shall sign within a time limit of fifteen (15) calendar days, the administrative order to commence services. This Administrative Order shall be notified to the Contracting Partner by the Contract Manager within seven (7) calendar days. A copy of the said Administrative Order shall be forwarded to the Minister in charge of Public Contracts, the Body in charge of the Regulation of Public Contracts, the Contract Manager, the Contract Engineer, the Paying Authority and the Project Manager if applicable.

12.2 The Administrative Orders having incidence on the amount and/or on the contract timeframe, shall be signed by the Project Owner under the following conditions:

- a. When an Administrative Order is likely to cause the contract amount overrun, its signature shall be subject to

financial justifications by the Project Owner;

b. In case of contract amount overrun, modifications shall be done only through amendment and the additional services shall be paid only after the signature of this amendment by the Project Owner;

c. The administrative orders for additional services may be signed by the Project Owner and regularized later through amendment as far as their financial incidence is less than ten percent (10) of the contract amount.

A copy of the administrative orders referred to above shall be sent to the Contract Manager, the Contract Engineer, the Paying Body and the Project Manager where applicable.

d. The prior endorsement of the Paying Body may be possibly required before signature of those having incidence on the amount.

e. In fact, any modification on the technical specifications or the special technical clauses shall be the subject of a preliminary study on the contract scope, cost and timeframe.

12.3. The Administrative Orders of a technical nature linked to the normal progress of services shall be signed directly by the Contract Manager and notified to the Contracting Partner by the Contract Engineer or the Project Manager (where applicable) with copy to the Ministry in charge of Public Contracts, the Body in charge of the Regulation of Public Contracts.

12.4. The administrative orders serving as formal notice shall be signed by the Project Owner and notified to the Contracting Partner by the Contract Engineer with copy to the Ministry in charge of Public Contracts, the Body in charge of the Regulation of Public Contracts, the Contract Engineer and the Project Manager.

12.5. The administrative orders for the suspension and resumption of services due to bad weather or other case of force majeure shall be signed by the Project Owner and notified by the Contract Manager to the Contracting Partner with copy to the Ministry in charge of Public Contracts, the Body in charge of the Regulation, the Contract Engineer and the Project Manager as the case may be and to the Paying Body.

12.6 Administrative orders prescribing the services necessary to remedy malfunctions not arising from normal use which appear during the warranty period, shall be signed by the Contract Manager, on the proposal of the Contract Engineer and notified to the contracting partner by the Engineer.

12.7. The Contracting Partner shall make reservations within a time limit of fifteen (15) days on any administrative order received. The fact that reservations have been made shall not prevent the Contracting Partner from executing the administrative orders received.

12.8. In case of business grouping, the administrative orders shall be sent to the representative, who alone has the capacity to present reservations on behalf of the group he represents.

12.9 The contract may include conditional tranches whose execution for each of them, is subject to the possible release of the denunciation clause and the notification to the Contracting partner, by administrative order, of the Project Owner's decision to continue the execution of the said tranches. If this administrative order has not been notified to the Contracting partner within the required deadline defined in Article 13 of this contract, the Project Owner and the Contracting partner are, at the expiry of this deadline, freed from this obligation for this conditional tranche

12.10 The administrative order to start the execution of the conditional tranche services shall only be notified after completion and acceptance of the previous tranche. However, in case the suspensive condition of the execution of the conditional tranche is subject to the availability of financing, the notification of the administrative order to start services shall be given as soon as there is proof of the availability of funding.

Article 13: Conditional phase contracts

13.1. The contract is of a single phase.

Article 14: Contracting partner's material and personnel

14.1. The personnel

The contracting partner is bound to use the personnel proposed in the tender in the execution of the services, if applicable, as follows: *[To be specified]*

14.2. Replacement of key personnel (if applicable)

Any modification, even partial made on the proposals of technical offer shall take place only after the written authorisation of the Project Owner or Contract Manager. In case of modification, the Contracting Partner shall have him replaced by a staff with at least the same skills (qualifications and experience) or by an equipment with a similar performance and in good functioning condition.

In any case, the lists of the supervisory staff to be used shall be first of all be subject to the written approval of the Project Manager or the Engineer if applicable, in the 7 days that follow the notification of the administrative order to commence services. Beyond this deadline, the lists shall be considered as approved.

The Project Manager or the Engineer as the case may be, shall have 7 days to notify in writing his opinion to the Contract Manager. The Project Owner shall reserve the possibility to refuse his approval to a person proposed by the Contracting Partner whose qualification may be insufficient.

Any unilateral modification made on proposals in terms of equipment and supervisory personnel of the technical offer, before and during the services, shall be a reason to terminate the contract as referred to in Article 41 below.

Any modification made should be notified to the Project Owner for prior approval.

14.3. Withdrawal of the personnel

After written approval of the Project Owner, the Contract Manager may urge the Contracting Partner to withdraw somebody part of the staff, by giving the reasons of his request, the Contracting Partner shall make sure that the said person leaves the site within ten days and shall no longer have any link with the work within the framework of the contract. If the Project Owner requests the replacement of a team member for gross misconduct duly ascertained or for incompetence, the replacement shall be done at the costs of the contracting partner within at most fifteen (15) days.

14.4 The Contracting Partner's representative

As the contract is notified, the Contracting Partner shall appoint a natural person to represent him towards the Administration for any matter that concerns the execution of the contract.

This official in charge of coordinating services related tasks, shall have enough powers to promptly take decisions necessary for the proper operation of the project.

14.5. Labour law

The Contracting partner must comply with the labour legislation in force in Cameroon, including legislation relating to recruitment, health, safety, social protection, labour-intensive approach and the quota of local resources to be mobilised.

The Contracting Partner shall provide for all the staff living in his residential area, accommodation, medical assistance, food and sanitary facilities, by complying with the Specifications requirements related to the Social and sanitary conditions of the workforce.

In his relations with his staff and that of his subcontractors that will be used or will participate in the execution of the Contract, the Contracting Partner shall respect National Days, public holidays, religious feasts and other customs as well as all the applicable laws and local regulations in terms of labour law.

Except otherwise stated in the Contract, if the Contracting Partner deems necessary to execute services by night or during public holidays in order to respect the Levels of service and the Contractual completion timeframe, and if he requests the Project Owner's approval to this effect, (if such an approval is requested), the Project Owner shall not refuse his approval without a valid reason.

The Contracting Partner shall have the responsibility to obtain all the required permits and/or visas from the competent authorities, so that all the workforce and all the personnel to be employed on the Site could validly enter and stay in Cameroon.

The Contracting Partner shall provide at his own costs, necessary means in order to repatriate all the members of his staff and those of his subcontractors working on the Site to the countries where they were respectively recruited for the execution of the Contract; he shall also bear the costs for their temporary stay in the country of execution of the Contract between the date they no longer work for the execution of the contract and the date planned for their repatriation.

14.6. Equipment proposed in the offer

The Contracting Partner shall use the appropriate equipment with the level similar to the TF prescriptions in the execution project for the proper execution of the services according to standards.

Any modification made should be notified to the Project Owner for prior approval.

Article 15: Roles and responsibilities of the contracting partner

15.1 The contracting partner's mission is to supply the goods under the supervision of the Engineer and to fulfil his obligations diligently, efficiently and economically, as described in the Technical Specifications or the Technical Conditions, under the supervision of the Engineer and in accordance with this contract, the rules and standards in force in Cameroon and the techniques and practices generally accepted in the field of activity concerned by the contract. In particular, he is required to carry out (if necessary) the tests and analyses, to determine, choose, purchase and supply all the tools, materials and supplies necessary for the execution of the services. He is bound to employ all useful staff, whether specialised or not.

The contracting partner is responsible vis-à-vis the Project Owner for the quality of the services, the safety of the supplies, their transportation to the delivery site, their perfect adaptation to the requirements of the order in question, the proper execution of the services and the services and work carried out by the approved subcontractors.

It is the contractor's obligation to restore works and equipment damaged as a result of his services and to comply with the legislation in force in Cameroon concerning respect for the environment. He must carry out all the supplies specified in the CST and comply with the instruments and directives mentioned within the framework of the contract.

15.2 This contract may give rise to subsidiary orders following the terms set out in the Code and the General Administrative Conditions applicable to supplies contracts provided that authorisation is obtained from the Project

Owner.

15.3 Notwithstanding any recourse to a subsidiary order, the main company shall remain responsible for the execution of all obligations resulting from the contract.

15.4 The services subject of subsidiary order shall be granted in priority to Small and Medium-sized national enterprises of which at least fifty-one (51%) of the capital is held by nationals, and in the event of insufficiency or deficiency, to SMEs and Large enterprises of which at least thirty-three percent (33%) of the capital is held by nationals.

15.5. The Contractor must bear all professional expenses and cover all risks of illness and accident in the context of his mission.

15.6 For foreign companies, and failure to reside, the Contractor must maintain a duly authorised permanent representative in the Republic of Cameroon during the period of execution of the contract;

Article 16: Patent rights

The Supplier shall guarantee the Project Owner against any claim from third parties relating to counterfeiting or unauthorized exploitation of a patent, trademark or industrial creation rights resulting from the services or of the use of the supplies or their components.

Article 17: Transportation, insurance and civil liability

17.1. Packaging for transportation

The contracting partner shall take all necessary measures to ensure that the supplies proposed are protected by careful packaging suitable for maritime, air, rail or road transport. The contracting partner shall take all measures to repair any damage possibly caused during transportation up to the place of delivery.

17.2. Insurances

The contracting partner shall, at his own expense, take out and maintain in force within fifteen (15) days from the notification of the contract, insurance for the entire duration of the Contract execution. The identity of the insurers and the form of the policies shall be subject to the approval of the Project Owner.

The following insurances shall be provided, at the amounts, deductible and under the other conditions stipulated in the technical specifications: Risk of all nature during the transport right to the place of delivery.

- a). **All builder's risks insurance or for assembly operations:** covering loss or damage to the installations on the site, occurring before the completion of the installations, with an extended warranty covering the supplier's liability for loss or damage occurring during the warranty period, as long as the supplier remains on site to perform his obligations during the guarantee period.
- b). **Third-party insurance:** covering the risks of body injury caused to third parties or the risks of death of third parties (including the Project Owner's staff) and the risks of loss or damage caused to goods, arising in connection with the supply and erection of the Facilities.
- c). **Other insurance:** Risk of all nature during the transport right to the place of delivery.

In any event, the policy must cover all bodily injury, property damage and consequential loss caused to third parties or to the works from the day after the policy is taken out until final acceptance of the services.

If the contracting partner fails to take out and/or maintain the insurances referred to above, the Project Owner may take out such insurances and maintain them in force, and may from time to time deduct from any sum due to the contractor under the contract any premium paid by the Project Owner to the insurer, or otherwise recover the amount of the premium so paid shall be treated as if it were a debt due from the contractor.

The contracting partner shall ensure that his sub-contractor(s) take out and maintain in force, to the fullest extent

necessary, appropriate insurance policies covering their personnel, their vehicles and the services executed by them under the contract, unless these sub-contractors are covered by policies taken out by the contracting partner.

Article 18: Trials and ancillary services

The contracting partner is required to have his own test workshops for carrying out all the trials for identifying and commissioning the supplies defined in the CST. The said trials in these workshops are carried out by the contractor's staff and his equipment.

Trials and ancillary services concern:

1. *The commissioning operation;*
2. *The technical documentation to be provided;*
3. *Training of personnel.*

Article 19: After-sales service and consumables

The contractor shall maintain in the Republic of Cameroon for a period of 1 year from the date of final acceptance:

1. *A duly authorized permanent representative;*
2. *Repair workshops;*
3. *Qualified personnel capable of carrying out all repairs necessary for the proper functioning of the equipment and/or accessories he supplied;*
4. *A sufficient stock of spare parts or consumables.*

CHAPTER III: ACCEPTANCE OF SERVICES

Article 20: Documents to be provided before technical acceptance

The contractor shall, within a period of at least ten (10) days before provisional acceptance, forward to the Project Owner the following documents:

1. Copy of the invoice describing the supplies, indicating their quantities, prices and total amount;
2. Notification of delivery or delivery schedule;
3. Warranty certificate by the manufacturer or approved supplier;
4. Certificate of origin;
5. Copy of final bond;
6. Copy of insurance.

Article 21: Provisional acceptance

21.1. Operations prior to acceptance *[Insert if applicable]*.

Prior to provisional acceptance, the contracting partner shall request in writing from the Project Owner, with copy to the Engineer, a technical visit organised before acceptance. This visit includes, among other operations:

21.1.1 The acceptance committee or a technician appointed for this purpose, shall carry out quality and quantity checks, (to be specified either in the manufacturing plants and the terms and conditions if applicable, test workshops, warehouses or places where the contractor's services are carried out, test workshops of the State's public structures, or on the Project Owner's sites).

These operations shall be the subject of a report drawn up on the spot and signed by the Project Manager, if applicable, the Engineer and the Contracting partner.

21.1.2 When these operations are carried out by a technician, the latter draws up a report containing a proposal for acceptance, repair, improvement or rejection, which is forwarded to the committee for a decision.

21.1.3 The Technical Acceptance Committee or the technician assigned to this task must restrict itself to checking compliance with the technical specifications.

In the case of technical acceptance, the Committee shall take one of the following decisions concerning all or part of the service:

- a. *It accepts the quality and quantity of the service, and, in this case, its decision is immediately enforceable;*
- b. *It finds that the service does not comply and rejects it. However, in this case, it may accept either that the service be brought into conformity or that it should be the subject of reduction. The Contractor shall be notified of the rejection of the service by registered mail or by simple letter against receipt if it has not signed the report reaching this decision.*

21.2. Provisional acceptance

The contracting partner must inform the Contract Manager of the date on which he wishes to take delivery of the supplies no later than 7 days before the expiry of the contractual period.

Provisional acceptance shall take place as soon as the supplies covered by this contract have been delivered and the pre-acceptance operations have been completed.

The Committee, after verifying the technical specifications and commissioning the equipment, examine the minutes of the pre-acceptance operations and, if necessary, provisionally accepts the services.

For contracts comprising several tranches, the Project Owner shall provisionally accept the supplies for the tranche in question. This acceptance shall condition the start of the next conditional tranche.

At the end of the acceptance visit, all the participants sign on the spot, an acceptance report stating whether or not acceptance has been granted and, if applicable, the reservations to be lifted, together with deadlines, before acceptance is granted.

If acceptance is not granted, the acceptance report shall specify the reservations to be lifted and the deadlines before granting acceptance.

To be valid, the acceptance report must be signed by at least two thirds 2/3 of the members of the committee, including the Chairperson.

21.3. The Acceptance Committee shall be composed as follows, as indication:

The Acceptance Committee shall be made up of the following members:

Chairperson: The Project Owner or his representative;

Rapporteur: The Contract Engineer;

Members:

- *The Secretary General of the BCC;*
- *The Contract Manager or his representative;*
- *The Project Owner's Stores-accountant in accordance with the circular implementing the finance law for the year 2026.*

Observer: The MINMAP representative;

Guest: The Contractor;

The members of the acceptance committee are invited to attend at least ten (10) days before the acceptance date. The Contractor or the Service Provider is invited to the acceptance exercise by mail at least ten (10) days before the acceptance date. He must attend (or be represented) by (Quorum to be specified). His absence is equivalent to unreserved acceptance of the conclusions of the Acceptance Committee.

21.4. Partial acceptance.

Partial acceptance is not provided for in this contract.

21.5. Start of the guarantee period

The guarantee period begins on the date of provisional acceptance or partial acceptance.

21.6. Taking possession of supplies

Any possession taking of the supplies must be preceded by partial or provisional acceptance. However, if there is an emergency, possession may be taken prior to acceptance, subject to the establishment of a joint inventory of fixtures.

21.7: Rejection

When the Committee deems that the services have reservations such that it does not seem possible to grant either partial acceptance or acceptance with a reduction, the Contract Manager shall notify a reasoned decision to reject.

The Contractor has fifteen (15) days to submit his observations; after this period, he is deemed to have accepted the decision of the Contract Manager. If the Contractor submits observations, the latter then has fifteen (15) days to notify a new decision, after receiving the opinion of the Acceptance Committee, if applicable; in the absence of such notification, the Contract Manager is deemed to have accepted the observations of the Contractor.

In the event of rejection, the Contractor is bound to reimburse the advances and deposits already received.

Article 22: Documents to be provided after provisional acceptance

Within thirty days from the date of provisional acceptance of all the services, the Contractor will submit the following documents to the to the Contract Engineer:

- The purchase receipt;
- Insurance policy;
- All other documents to facilitate registration of the equipment.

Article 23: Contractual guarantee

23.1 Guarantee period

The guarantee period is one (1) year from the date of provisional acceptance of the services. The Contracting partner guarantees that the equipment delivered in execution of the contract is new.

23.2 Obligations during the guarantee period

During the guarantee period, the Contracting partner must, at his own expense, maintain the equipment in good working condition, that is ensure within ten (10) days of notification of the breakdown by the Administration and at the place of use, restore the equipment to good working condition for all breakdowns caused by construction defects or manufacturing faults that appear in the equipment. [Specify the obligations of the contracting partner during the warranty period] and reported by the Contract Manager or the Project Manager, as the case may be.

If, after provisional acceptance, the contracting partner has not complied within fifteen (15) days (concern) with the requirements of an administrative order concerning any restoration or repairs, the Contract Manager shall be entitled to

have them carried out by his own workers or by another supplier and to recover the amount thereof at the expense of the contracting partner by deduction from any sums due, guaranteed or to be due to the latter under the contract.

Article 24: Final acceptance

24.1. Final acceptance shall take place within a maximum period of fifteen (15) days from the expiry of the guarantee period.

24.2. The composition of the committee and the procedure for final acceptance are the same as for provisional acceptance.

24.3. The Project Manager may be a member of the Committee. Not applicable.

24.4- The contract is definitively closed under the conditions set out in Article 32 paragraph 3 of these SAC on the General and Final Detailed Accounts.

CHAPTER IV: FINANCIAL CLAUSES

Article 25: Amount of the contract

The amount of this contract, as shown in the detailed estimate, is the price set in the tender letter as it appears in the *[Detailed or cost estimate]* attached. This amount is *(in figures) (in words)* CFA francs all taxes included (ATI); that is:

- Amount excluding VAT: _____ (____) CFA francs;
- Amount of VAT: _____ (____) CFA francs
- Amount of AIR: _____ (____) CFA francs
- Amount of the TSR, if applicable: ----- (____) CFA francs shall only be applicable for contracts concluded with holders whose headquarter is abroad;
- Net to be paid = Net amount deducted from all taxes and dues: ____ (____) CFA francs.

Article 26: Guarantees or bonds

The contracting partner must provide the guarantees described below from financial institutions approved by the Minister in charge of finance in favour of the Project Owner within the deadlines, for the amount, in the manner and in the form indicated below:

26.1. Final Bond

- a) The final bond shall be constituted and sent to the Contract Manager within a maximum period of twenty (20) calendar days from the date of notification of the contract and in any case before the first payment.
- b) Its amount is set at [between 5% maximum of the amount of the contract including all taxes, plus the amount of any amendments.
- c) The guarantee shall be expressed in the currency or currencies of the Contract, or in a freely convertible currency satisfactory to the Project Owner and shall follow one of the models provided in the Tender File, as indicated by the Project Owner in the Special Administrative Conditions (SAC).
- d) The methods of substitution of the bond provided for in accordance with Article 140 of the Public Contracts Code.

- e) The final bond will be returned consecutively by the Project Owner within a period of one month following the date of provisional acceptance of the services, following a release order issued by the Project Owner upon request by the contracting partner.
- f) Small and medium-sized enterprises with national share capital and managed by nationals, as well as civil society organisations may, in lieu of security, provide a certified cheque, bank cheque, a legal mortgage, or a bond issued by a banking institution or financial body authorised in accordance with the instruments in force.

26.2. Performance bond in replacement of the retention bond

The retention bond or performance bond will be reimbursed within 30 calendar days after final acceptance of the services, on release order issued by the Project Owner after expiry of the guarantee period.

On expiry of a period of 30 calendar days, the securities cease to have effect; the competent body is bound to return these securities or to release the retention bond or the performance bond upon simple request by the administration's contracting partner; unless the Project Owner has duly notified the contractor's guarantor that he has not fulfilled all his obligations.

In this case, the security's commitment can only be terminated by a release order issued by the Project Owner.

26.3. Start-off advance bond or advance for supplies

The maximum rate is 40% of the initial price inclusive of tax of the contract and guaranteed at 100% by a banking establishment under Cameroonian law or a first-rate approved financial body in accordance with the regulations in force.

The procedures for refunding the guarantee are set out in Article 159 of the Public Contracts Code.

Article 27: Place and method of payment

Any payment under this contract shall be made by bank transfer in an account opened in a first-rate Cameroon law Credit establishment approved by the Minister in charge of finance, in accordance with the instrument in force or by documentary credit.

The Project Owner shall pay the sums due by bank transfer in the name of the contracting partner as follows: *[The bank domiciliation shall be the same as that of the final bond]*

- a) For payments in CFA francs, that is *(net amount to be paid in figures and words)*, by credit to account No. _____ opened in the name of the contracting partner _____ at the _____ bank
- b) For payments in currencies, *(if applicable)* that is *(net amount to be paid in figures and words)*, by credit to account No. _____ opened in the name of the contracting partner at the _____ bank

Article 28: Price variation

28.1. Prices shall be firm.

The down payments to the contracting partner as advances are not revisable.

28.2. Modalities for updating prices: Not applicable.

The terms and conditions for updating prices are those provided for in the Public Contracts Code.

Article 29: Price revision or updating formulae

The prices in the schedule of unit prices may be revised: no.

Article 30: Price updating formulae

The prices in the unit price schedule may be updated by applying the following formula: No.

The indices are, where applicable, those defined for the price revision formulae.

Article 31: Advances

31.1. The Project Owner may grant a start-up advance *equal to 40% of the initial price of the contract including all taxes*

guaranteed at one hundred percent (100%) by a banking establishment under Cameroonian law or a first-rate approved financial institution in accordance with the instruments in force,

31.2 The start-off advance may be obtained by the administration's contracting partner upon simple request to the Project Owner without justification.

31.3 Repayment of the start-off advance is made by deducting a percentage: 100% from the sums due to the contract holder during execution of the contract and in accordance with the procedures defined in the said contract. This repayment starts under the contract on each detailed account or invoice, as soon as the total amount of supplies reaches or exceeds forty percent (40%) of the contract amount or of the tranche concerned and ends latest when the value in basic price of the services executed reaches eighty percent (80%) of the amount of the contract. The payment of the start-off advance is made after the required securities have been put in place, in accordance with the provisions of the Public Contracts Code.

If the contract does not give rise to the payment on account and is subject to a single payment, the start-off advance shall be deducted once from the single payment.

31.4. As and when the advances are reimbursed, the Project Owner shall release the corresponding part of the guarantee, at the express request of the administration's contracting partner.

31.5. The administration's contracting partner shall use the start-off advance exclusively for the purchase of Materials, equipment, materials and mobilisation expenses especially required for the execution of the contract.

Article 32: Settlement of supplies contracts

32.1. Provisional detailed accounts

When delivery can be made, each partial delivery, unless otherwise stipulated in the contract, or each provisional delivery, shall give rise to a payment equal to the value of the contract reduced, of the retention bond and reimbursement of the advance granted. Provisional detailed accounts or invoices must be drawn up in seven copies at a frequency of: Not applicable.

Only the invoice excluding VAT shall be paid to the contractor. The detailed account of the amount of taxes shall be the subject of an order between the budgets of the City Council and the Ministry in charge of finance.

The amount EVAT of the down payment to be made to the administration's contracting partner shall be mandated as follows:

- *EVAT. - AIR paid directly to the administration's contracting partner's account;*
- *VAT at the current rate;*
- *AIR paid to the public Treasury in respect of the AIR due by the contractor; (These different rates may vary depending on the regulations in force).*

The payment clause must provide for the submission of invoices corresponding to each delivery, drawn up in accordance with the Detailed Quantity and Estimate and the technical specifications.

The Project Manager as the case may be or the Engineer has a period of: [To be specified (a period of zero (0) to seven (7) days)] to forward to the Contract Manager the draft detailed account or invoice that he has approved.

The Contract Manager has a period of: [To be specified, (from zero (0) to twenty-one (21) days) for its liquidation and transmission to the accounting officer in charge of payment, with copy to the body responsible for external control.

Copies of the provisional detailed accounts must be sent to the Ministry in charge of public contracts and to the body responsible for regulating public contracts.

The maximum period allowed to the relevant accounting officer for the settlement of down payments is ninety (90) days from the date of receipt of the detailed accounts or invoices sent by the Contract Manager.

32.2. Final detailed account

[Indicate the period of time the administration's contracting partner has to send the draft to the Project Manager, if applicable, or to the Engineer after the date of provisional acceptance of the services (maximum 1 month)].

After completion of the services and within a maximum of [To be specified] days after the date of provisional acceptance, the contracting partner shall draw up, on the basis of joint observations, the draft final detailed account of the services actually carried out, which summarises the total amount of the sums to which he may claim as a result of the full execution of the contract.

This draft final detailed account, once corrected by the Project Manager or Engineer and accepted by the Contract Manager, becomes final. It is used to draw up the down payment balance of the contract, drawn up under the same conditions as those defined for drawing up the monthly detailed accounts.

[Indicate the period of time within which the Contract Manager must notify the Project Manager or Engineer of the rectified and accepted draft (maximum 1 month)].

The administration's contracting partner must, within a maximum period of one month following the date of this notification, return the final detailed account carrying his signature without or with reservations, or state the reasons for refusing to sign.

In case the contracting partner signs with reservations or does not sign the final detailed account, the reasons for this refusal or these reservations must be stated by the contracting partner in a report summarising all the claims for which he is claiming payment, backed by the necessary supporting documents, and sent to the Project Manager or the Engineer within the same time limit as above, under pain of foreclosure.

The dispute shall then be settled in accordance with the provisions of the Public Contracts Code and the GAC in force.

32.3. General and final detailed account

[Indicate the period of time available to the Contract Manager or the Project Manager to draw up the general and final detailed account for the administration's contracting partner after final acceptance (maximum 1 month)].

At the end of the guarantee period, which gives rise to the final acceptance of the supplies, the Contract Manager shall prepare the general and final detailed account of the contract and have it signed by both the Contracting partner and the Project Owner. This detailed account includes:

- The final detailed account,
- The balance,
- A summary of the monthly down payments.

The signing of the general and final detailed account without reservation by the contracting partner definitively binds the parties and puts an end to the contract and releases the contracting partner and the Project Owner from all their obligations, except with regard to interest on overdue payments.

[Indicate the deadline for the contracting partner to return the general and final detailed account carrying his signature (maximum 1 month)].

The transmission of the general and final detailed account or the last invoice to the Paying Body for payment is subject to prior approval by MINMAP. To this end, a copy of the corresponding job cost sheet and all the provisional detailed accounts must be sent to the Ministry beforehand or given to his representative on the site, where applicable.

The deadlines and procedures for signing and managing disagreements are the same as those for the final detailed account.

32.4. Payment in case of business grouping and sub-contracting

- In the case of a several business grouping, payments will be made to the account indicated in the tender either in the name of the group or in the name of the agent [specify if applicable].
- In the case of a joint grouping, payments will be made to the different accounts of the co-contractors as follows: [to be specified if applicable].

- Any payment on account for services performed by subcontractors is subject to the execution of the services provided for in the contract, and accepted subject to proof of payment by the Administration's contracting partner to the subcontractors.

The main enterprise shall have a maximum period of thirty (30) working days from the date of payment of the invoice for the services carried out and accepted to pay the subcontractor.

In the event of non-payment by a sub-contractor for services already paid for by the Project Owner, the latter may take coercive measures against the contract holder, notably by paying directly the sub-contractor.

Article 33: Interests on default payments

Possible interests on overdue payment are paid by statement of the sums due and calculated in accordance with the provisions of Articles 166 and 167 of Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code by applying the formula:

$L = M \times (n/360) \times (i)$ in which:

M = Amount including all taxes of the sums due to the holder;

N = Number of calendar days of delay;

i = BEAC business lending rate plus one (1) mark or the discount rate applied by the Bank of Issue of the currency considered plus a maximum of one (1) mark, as the case may be.

Article 34: Penalties

A- Penalties for delays

34.1 In case of contractual deadline overrun attributable to the contract holder, penalties for delays shall be applied, the amount of which is set as follows:

a. One two-thousandth (1/2000th) of the initial contract amount all taxes inclusive and its possible amendments per calendar day of delay from the first to the thirtieth day beyond the contractual deadline set by the contract;

b. One thousandth (1/1000th) of the initial contract amount all taxes inclusive and its possible amendments per calendar day of delay beyond the thirtieth day.

34.2. For conditional tranche contracts, the deadlines and amount to be taken into account are those of the tranche considered.

B- Special penalties

34.3 Irrespective of the penalties for contractual time limit overrun, the contracting party shall be liable to the following special penalties for failure to comply with the provisions of the contract, among others:

- Late submission of the final bond [Amount or conditions to be specified];
- Late submission of insurance [Amount or conditions to be specified];
- Others to be specified by the Project Owner.

34.4 In any case, the cumulative amount of the penalties (late and special) may not exceed ten per cent (10%) of the initial contract amount all taxes inclusive and its possible amendments thereto, failing which the contract will be terminated.

Any remission of penalties may take place only after the opinion of the body in charge of regulating public contracts required by the Project Owner.

Article 35: Settlement in case of group of enterprises and subcontracting

35.1. In case of a several group of enterprises payments are made into the account indicated in the tender either in the name of the group or in the name of the representative [to be specified if applicable].

In case of a joint group of enterprises, payments shall be made to the different accounts of the co-contractors as follows: [to be specified if applicable].

35.2. Any down payment for services executed by subcontractors shall be subject to the execution of the services provided for in the contract, and accepted subject to proof of payment by the Administration's contracting partner to the subcontractors.

The main enterprise has a maximum of thirty (30) working days from the date of payment of the invoice for the services executed and accepted to pay the subcontractor.

In case of non-payment of a subcontractor for services already paid for by the Project Owner, the latter can take coercive measures against the contract holder, in particular direct payment of the subcontractor.

Article 36: Tax and customs regulations

The contract is subject to the tax and customs regime in force in the Republic of Cameroon. The contract is concluded all taxes inclusive, in accordance with Law No. of Finance law of the Republic of Cameroon for financial year and the General Tax Code, which define the procedures for implementing the tax system for public contracts.

The taxes applicable to this contract include notably:

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

These elements must be included in the costs which the contracting partner adds to his running costs and constitute one of the elements of the sub-details of prices exclusive of taxes.

All taxes inclusive prices mean VAT included.

Unless specifically stated otherwise in the Contract, the contracting partner shall bear and pay all dues, taxes, levies and charges incumbent on him and his sub-contractors.

Article 37: Stamp duty and registration of contracts

Seven (7) original copies of the contract will be stamped and registered by and at the expense of the contracting partner, in accordance with the regulations in force in Cameroon.

CHAPTER V: MISCELLANEOUS PROVISIONS

Article 38: Termination of the contract

38.1 The contract shall be terminated automatically in one of the following cases:

- a. Death of the contract holder. In this case, the Project Owner can, if necessary, authorise the acceptance of the proposals presented by the successors for the continuation of the services;

- b. Bankruptcy of the contract holder. In this case, the Project Owner may accept, if applicable, the proposals which may be presented by the creditors for the continuation of the services;
- c. Winding up, if the Administration's contracting partner is not authorised by the court to continue running his business;
- d. In case of sub-contracting, co-contracting or subsidiary order without prior authorisation from the Project Owner;
- e. Default by the Administration's contracting partner, duly notified to the latter by the Project Owner by administrative order serving as formal notice and deficiency established;
- f. Non-compliance with labour legislation or regulations;
- g. Significant variation in prices under the conditions defined by the general administrative clauses, following modification of the economic conditions or the initial quantities of the contract;
- h. Duly recorded fraudulent schemes or corruption.

38.2 The contract may also be terminated under the conditions stipulated in the GAC, in particular in one of the following cases:

- a. Delay in execution of the services causing penalties of more than of 10% of the value of the services;
- b. Refusal to repeat poor services;
- c. Postponement or prolonged interruption decided by the Project Owner,
- d. Persistent non-payment for services;
- e. Reason of general interest

38.3 The contract may also be terminated under the conditions stipulated in the GAC, in particular in one of the following cases:

- a) In the event of force majeure and after obtaining the opinion of the Authority in charge of Public Contracts in the absence of any liability on the part of the administration's contracting partner without prejudice to any compensation to which the latter may be entitled;
- b) Persistent non-payment of services
- c) Reason of general interest.

Article 39: Case of force majeure

The contract holder shall not be liable for delays in a case of force majeure. In such a case, the contract holder shall inform the Project Owner in writing in the (specify the number of days) following the occurrence of force majeure and shall give an estimation of the resulting delay. Each time a case of force majeure shall cause delay, the contract holder shall have the deadline extended, if the Project Owner thinks the delay is effective.

For the purposes of this contract, 'force majeure' shall mean [*Specify the provisions of the GAC and some specific situations where applicable*].

Cases of force majeure shall be established in accordance with the provisions of the GAC. It is up to the Project Owner to appraise the nature of force majeure and the evidence provided.

If the contractor invokes force majeure due to weather conditions, the thresholds below which no claim shall be accepted are as follows:

- *Rain: 200 millimetres in 24 hours;*
- *Wind: 40 metres per second;*
- *Flood: the ten-year frequency flood.*

Article 40- Disputes and litigation

Any disputes or litigation arising from the execution of this contract may be settled amicably. Where no amicable solution can be found for a disagreement, the dispute shall be brought before the competent Cameroonian jurisdiction, subject to the following provisions:

[To be filled if applicable]

Article 41- Production and dissemination of this contract

The Project Owner is responsible for drafting or putting into order the contract documents. Twenty (20) copies of this contract shall be produced by the service provider and forwarded to the Project Owner.

Article 42 and last: Validity and entry into force of the contract

This contract shall be final only once it has been signed by the Project Owner. It shall enter into force upon notification to the contracting partner.

DOCUMENT NO. 5: TECHNICAL SPECIFICATIONS (TS)

A. TECHNICAL SPECIFICATIONS

The purpose of the Technical Specifications (TS) is to define the technical specifications of the Supplies and ancillary Services requested by the Project Owner. These specifications must be detailed by taking into account that:

1. The ST constitute the basis of verification of the conformity of supplies and their evaluation. Consequently, well-defined TS facilitate the preparation of compliant offers by bidders, as well as the preliminary examination; the evaluation and comparison of offers by the Evaluation Sub-committee.
2. The TS require that all supplies, as well as the materials which constitute them, shall be new, not used, be the most recent or current model and shall incorporate all the improvements in terms of design, technologies and materials, unless the contract stipulates otherwise.
3. TS take into account practices considered as being the best by experience. The use of specifications prepared in the same country and applying to the same sector may constitute a sound basis for drafting TS.
4. The use of the metric system is strongly recommended.
5. The standardisation of TS may have advantages, and depends on the complexity of the Supplies and the repetitive nature of the award of the contracts under consideration. The TS must be sufficiently general to avoid creating difficulties in use of labour, materials, and equipment generally used for the manufacture of similar supplies.
6. Standards in terms of equipment, materials, and labour specified in the Tender File documents should not have a restrictive nature (for example trademarks, standards or specific characteristics). As far as possible, international standards must be used. References to trademarks, catalogue numbers, or other details that limit materials or items to a particular manufacturer should be avoided as far as possible. When inevitable, such a description of an article shall always include the inscription "or equivalent in substance".
7. TS must describe the requirements in detail concerning, among others, the following aspects:
 - a. Standards required concerning materials, technology, and manufacturing for the production and manufacturing of Supplies.
 - b. Details concerning the tests (type and number);
 - c. Complementary services/ ancillary services necessary to ensure delivery/ execution in due form;
 - d. Detailed activities borne by the Bidder, possible participation of the Project Owner in these activities;
 - e. List of operating guarantees (details) covered by the Guarantee and details concerning the applicable damages in the event of non-respect of these functioning guarantees.
8. The TS specify the main technical and functioning characteristics required, as well as other requirements, such as the guaranteed maximum or minimum values, as the case may be. If necessary, the Project Owner includes an ad hoc form (attached documents to the bid letter) in which the bidder provides detailed information on the acceptable or guaranteed values of operating characteristics.

When the Project Owner requires that the Bidder provide in his offer part or all the TS, technical documents, or other technical information, the said PO shall specify the nature and quantity of information requested, as well as their presentation in the offer.

“Summary of technical specifications”:

The Supplies and ancillary services must conform to the following specifications and standards:

No.	Names of Supplies or Ancillary services	Technical specifications	Applicable standards
1	1. DESCRIPTION OF SITE - Name of Structure: Bamenda City Council. - Description of Structure: Public Service - Description of Site: Bamenda City Council Office, North-West Region - Geographical Location of the project: N 10.15391, E 5.97356 2. OBJECTIVE The objective of this study report is to supply Bamenda City Council with an alternative heavy-duty standby generator as energy backup for the council premises. 3. ENERGY CONSUMPTION - Current estimated load: • lighting and other usage: 30KWh; • operation and other activities: 165.2KWh - Total Energy Evaluated:	These specifications are to define the mode of supply /execution of works to be done following the norms and approved standards, according to the regulation. The choice of technological options for achieving the proposed work has the sole concern to ensure a better functionality of facilities in compliance with safety rules for the protection of property and persons. It has been established as a guide to clarify and supplement the guidance of the estimate and drawings notwithstanding the terms of the Contract. MODE OF EXECUTION OF WORK General: For all supply and installation of three-phase electrical system or network, MV/LV, LV single-phase and three-phase lines, generator house, thermal electricity production, and security measures and environmental protection to be observed, they must conform to the requirements, laws, decrees, orders, standards, norms and Publications in force in Cameroon and for management of the electricity sector. In default the texts will be applied in this order: - The recommendations of the International Electro-Technical Committee (IEC Publication); - The European standards CEN-CENELEC (EN); - The French AFNOR standards. - The decision of 2th April 1991 laying down the Technical Conditions to be satisfied by the distribution of electricity, published in the Official Gazette of the French Republic on May 4, 1991; - Circular No. 78-79 of 6th July 1978 on the implementation of the Decree of May 26, 1978’ - Standards Approved French NFC; - French UTE standards and in particular. - C 10-100;	

	• 195.20KWh - Total Existing Power: • 162.29KW for daily need • Functioning 24h/24, 7 days per week: • Project needs for the next six (06) years ➤ Photocopy machines, printers, heaters, boilers, refrigeration systems, desktop computers, water pumps, and others. 4. GENERATOR SYSTEM CHARACTERISTICS - Installed power Rating of approximately 200KW; - Apparent power rating: 250 KVA; - Frequency 50Hz; - Voltage: 4000V/330V.(3-phase); - Speed: 1500 rpm; - Current rating: 360A; - Fuel consumption (diesel): 35.7l/h; - Engine Model: 6-cylinder,8.8L, water-cooled with integrated fan system; - Control System: Auto-start.	- C 10 - 101; - C 10 - 200; - Any other norms recognized in the system (ISO). All these rules may be modified under the responsibility of the Administration in charge of electricity to reflect local conditions, knowing that the works will be built to suit the conditions defined below: - Average temperature: 35° C - Humidity correspondent: 98 % - Extreme temperature (indoor): - The Minimum + 10°C; - Max + 50° C; - Exceptional speed winds 180 km / h; - Normal speed winds 1000RPM to 3000RPM Generator shall conform to the standard UPDEA. * <u>Specific case of mini and micro diesel power plants:</u> They are part of the internal electrical installations for power up to 200 KW (250 KVA). It will often consist of compact units with low voltage three-phase output or separate elements with a low voltage general control board, transformer, three-phase outlet, automatic change controlled. <u>Documents:</u> The Works will be performed according to the following documents. - The technical offer of the bidder (detailed technical definition of the consistency of the work and execution plans) approved and completed by the project owner - The attached cost estimates. - The general administrative terms and conditions applicable to works Contracted on behalf of State; - The various international standards recognized in the system (ISO) and may apply to the environment and economic climate of Cameroon. -The local power authority, safety and environmental protection regulations applicable in Cameroon; The regulatory documents are complementary and must be accepted. They explain and complement each other to define the work to be performed. All that would be missed by some but noticed by others and that would be required to complete the work in accordance with the clear intent of the said Contract documents to be executed by the Contractor without additional charges.	
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WORKS CONSISTENCE SUMMARY

WORKS TITLE	DESCRIPTION OF WORKS
Regulatory Preparation & Site Setup	• Site Installation (Installation de Chantier): Mobilization of personnel, tools, compliance marking, safety signs, and security clearances • Production and validation of technical drawings, execution scheduling, and safety methodology prior to deployment.
Equipment Supply & Logistical Transport	• Supply of a 250kVA soundproof, weather-protective diesel generator set complete with integrated fuel tank, digital control panel, and industrial silencer with all suggestions. • Supply of 4000 litres diesel fuel for start- up. • Supply and installation of 4m³ diesel reservoir. • Supply of SICLI powder 5kg fire extinguisher.
Civil Structure Works, Electrical Installation	• Construction of a reinforced concrete foundation base plinth (350 kg/m³) incorporating anti-vibration mountings tailored to local soil parameters with all suggestions • Construction of generator house with all suggestions. • Supply and installation of a 400A Automatic Transfer Switch (ATS) motorized changeover panel. • Supply and installation of heavy-duty low voltage copper power cables (4 × 120 mm² XLPE/PVC) from generator to the ATS panel. • supply and installation of copper rod earthing/grounding system with a target resistance < 5 Ω, including concrete test pits.
Sundry Services	• Site load bank testing, final commissioning, and basic operator technical handling training for local maintenance staff. • transportation of materials and workers to site

B. List of Supplies and Delivery Calendar

No.	Description of the Supplies	Unit	Quantity (Number of units)	Site (according to Incoterms if applicable) or final destination as indicated in the AAO.	Delivery deadline		
					Earliest delivery date	Latest delivery date	Delivery deadline proposed by the Bidder [to be indicated by the Bidder]
1	- Supply of a 250kVA soundproof, weather-protective diesel generator set complete with integrated fuel tank, digital control panel, and industrial silencer with all suggestions. - Supply and installation of a 400A Automatic Transfer Switch (ATS) motorized changeover panel. - Supply and installation of heavy-duty low voltage copper power cables (4 × 120 mm² XLPE/PVC) from generator to the ATS panel. - Supply and installation of copper rod earthing/grounding system with a target resistance < 5 Ω, including concrete test pits.	U	1	Bamenda Airport	One month	Two months	[Insert the Bidder's deadline]
		U	1				
		ml	130				
		U	1				

C. LIST OF ANCILLARY SERVICES AND EXECUTION CALENDAR

No. of the Service	Description of the Service	Measurement unit	Quantity ¹	Site or place where the Services shall be executed	Final deadline of the execution of the Services
1	Supply of 4000 litres diesel fuel for start-up	litres	4000	<i>Bamenda Airport</i>	<i>Two months</i>
2	Supply and installation of 4m3 diesel reservoir	U	1	<i>"</i>	<i>"</i>
3	Supply of SICLI powder 5kg fire extinguisher	U	2	<i>"</i>	<i>"</i>
4	Supply and installation of two (02) sand bacs with sand spades for safety	U	2	<i>"</i>	<i>"</i>
5	First initial maintenance	U	1	<i>Bamenda Airport</i>	<i>Two months</i>

¹ If applicable

D. PLANS, SKETCHES, DRAWING, ETC.

This Tender File *[insert “includes the following plans, sketches and drawings etc” or “does not include any plans”]*, as the case may be.

[If the Tender File includes the plans, sketches, drawings, etc, insert the list in the table below]

List of plans, sketches, drawings, etc.

No.	Title	Objectives

E. INSPECTIONS AND TRIALS

The following inspections and trials shall be carried out: **Inspection during the provisional reception.**

6 - Deliverables

N.B.: *At the delivery, the service provider shall provide:*

- *The various supplies in quantity and quality requested;*
- *The document related to each material in soft and hard copy;*
- *The possible licenses;*
- *The user's guides ;*
- *The technical sheets for commissioning;*
- *The documentation relating to the installation of the various equipment in soft and hard copies:*
- *Deployment report, if applicable;*
- *Etc.*

7 - Installation, commissioning and warranty

The estimated delivery period is **sixty (60) days** from the date of notification of the Administrative order to commence service.

The warranty period for the equipment is **twelve (12) months** from the date of provisional acceptance.

The Contractor guarantees that the equipment delivered in execution of the contract is new, is of the most recent models in service and includes the latest improvements in terms of design and materials used or their implementation.

During this period, the Contractor must, at his own expense, maintain the equipment in good working condition, that is, ensure within ten (10) days of notification of the breakdown (by the Administration and at the place of use), restoration of the equipment to good working condition for all breakdowns resulting from construction or manufacturing defects.

DOCUMENT NO. 6:
UNIT PRICE AND FIXED PRICE SCHEDULE FRAMEWORK

1. UNIT PRICE SCHEDULE OF IMPORTED SUPPLIES²

Following offers: DAP Incoterm

Currency of the offer: _____ [in compliance with Article 14 of the GRIT]

Date: _____ [insert the date (day, month, year) of submission of offer]

IT No: _____ of _____ [insert the references of the Invitation to Tender]

Variant No: _____ [insert the identification number if this offer is proposed for a variant]

1	2	3	4	5	6	7	8
Article No.	Description of the Supplies	Country of origin	Delivery deadline according to the DAP Incoterm	Quantity (Number of units)	DAP unit price in figure ____ In compliance with articles 3 and 14 of the GRIT	DAP price in words	Total price (col 5x6)
[Insert the article No. the article]	[Insert the identification of the supply]	[Insert the country of origin]	[Insert the offered delivery date]	[Insert the quantity and the identification of the measurement unit]	[Insert the DAP unit price for the item]	[Insert the DAP price for the item]	[Insert the total price for the item]
						Total price	[Insert the total price]

Name of the Bidder [insert the name of the Bidder] Signature [insert the signature], Date [insert the date]

² This BPU shall be used in case the supplies to be delivered are imported

2. UNIT PRICE SCHEDULE FOR LOCAL SUPPLIES

No.	Descriptions	Units	Unit price in words	Unit price in figures

Name of the Bidder:[Insert the name of the Bidder]

Signature: [Insert the signature],

Date: [Insert the date]

3. UNIT PRICE SCHEDULE FRAMEWORK AND EXECUTION CALENDAR OF ANCILLARY SERVICES

Currency of the offer in compliance with Clause 15 of the GRIT: _____ Date: _____ <i>[insert the date (day, month, year) of submission of offer]</i> IT No.: _____ of _____ <i>[insert the reference on the Invitation to Tender]</i> Variant No.: <i>[Insert the identification number if this offer is proposed for a variant]</i>						
1	2	3	4	5	6	7
Article	Description of the Services (excluding land transportation and other services required in Cameroon to forward the supplies till the final destination)	Country of origin	Date of execution at the place of the final destination	Quantity (Number of units)	Unit Price	Total price (Col. 5*6)

<i>[Insert the item No.]</i>	<i>[Insert the identification of the service]</i>	<i>[Insert the country of origin]</i>	<i>[Insert the offered execution date]</i>	<i>[insert the quantity and the identification of the unit of measure unit]</i>	<i>[Insert the unit price for the item]</i>	<i>[insert the total price for the item]</i>
					Total price	<i>[insert the total price]</i>

Name of the Bidder:*[insert the name of the Bidder]* Signature *[insert the signature]* Date *[insert the date]*

DOCUMENT NO. 7:
DETAILED QUANTITY AND COST ESTIMATE FRAMEWORK

DETAILED QUANTITY AND COST ESTIMATES FRAMEWORK

BILL OF QUANTITIES AND COST ESTIMATES FOR THE SUPPLY AND INSTALLATION OF A 250KVA GENERATOR AT BAMENDA CITY COUNCIL					
Ref. No	DESCRIPTION OF WORKS / SUPPLIES	UNIT	QTY	UNIT COST IN CFA	TOTAL COST IN CFA
100	Regulatory Preparation & Site Setup				
101	Site Installation (Installation de Chantier): Mobilization of personnel, tools, compliance marking, safety signs, and security clearances specific to Bamenda City Council	U	1		
102	Project Execution Plan (Plan d'Exécution des Travaux): Production and validation of technical drawings, execution scheduling, and safety methodology prior to deployment.	U	1		
200	Equipment Supply & Logistical Transport				
201	Supply of a 250kVA soundproof, weather-protective diesel generator set complete with integrated fuel tank, digital control panel, and industrial silencer with all suggestions.	U	1		
202	Supply of 4000 litres diesel fuel for start up	u	4000		
203	Supply and installation of 4m ³ diesel reservoir	u	1		
204	Supply of SICLI powder 5kg fire extinguisher.	u	2		
205	supply and installation of two (02) sand bacs with sand spades for safety	u	2		
206	supply of spare parts for maintenance.	ls	1		
	SUB TOTAL 200				
300	Civil Structure Works, Electrical Installation				
301	Construction of a reinforced concrete foundation base plinth (350 kg/m ³) incorporating anti-vibration mountings tailored to local soil parameters with all suggestions.	ls	1		
302	Construction of generator house with all suggestions	u	1		
303	Supply and installation of a 400A Automatic Transfer Switch (ATS) motorized changeover panel.	u	1		
304	Supply and installation of heavy-duty low voltage copper power cables (4 × 120 mm ² XLPE/PVC) from generator to the ATS	m	130		

	panel.				
305	supply and installation of copper rod earthing/grounding system with a target resistance < 5 Ω , including concrete test pits.	u	1		
	SUB TOATAL 300				
400	Sundry Services				
401	Site load bank testing, final commissioning, and basic operator technical handling training for local maintenance staff.	u	1		
402	transportation of materials and workers to site.	u	1		
	SUB-TOTAL 400				
	TOTAL WITHOUT TAXES				
	TVA		19,25%		
	IR		2,20%		
	NET PAYABLE				
	TOTAL TTC				
This detailed quantity and cost estimates stands at a total sum of Francs CFA inclusive of all taxes:					

Name of the Bidder: _____ *[insert the name of the Bidder]*

Signature: _____ *[insert the signature],*

Date: _____ *[insert the date]*

DOCUMENT NO. 8:
UNIT PRICE SUB-DETAILS FRAMEWORK

UNIT PRICE SUB-DETAIL FRAMEWORK FOR IMPORTED SUPPLIES

No.	Description	Purchase cost EXW (1)	(International and local) Transport + insurance	Cost of the order (3) = 1 + 2	Customs duties (4)	Delivery charges (5)	Other ancillary services (6)	Margin (7)	Unit price excluding VAT (8)=3+4+5+6+7

Name of the Bidder: *[insert the name of the Bidder]*

Signature *[insert the signature]*,

Date *[insert the date]*

LOCAL SUPPLIES UNIT PRICE SUBDETAIL FRAMEWORK

No.	Descriptions	Purchase cost (1)	Local Transport (2)	Cost of the order (3)= 1 + 2	Delivery charges (4)	Ancillary services (5)	Margins (6)	Unit price in figures (7)= 3+4 +5+6

Name of Bidder *[insert bidder's name]*

Signature *[insert signature]*,

Date *[insert date]*

DOCUMENT NO. 9: CONTRACT MODEL



MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT

BAMENDA CITY COUNCIL

SECRETARIAT GENERAL

INTERNAL STRUCTURE FOR THE ADMINISTRATIVE MANAGEMENT OF PUBLIC CONTRACTS (SIGAMP)

CONTRACT No. _____/C/BCC223/SG/SIGAMP/2026 of _____

Awarded through Open National Invitation Tender File No___/BCC/ITB/2026 of _____2026 for the supply of a 250 KVA generator to the Bamenda Airport.

Project Owner: City Mayor of the *Bamenda City Council*

CONTRACT HOLDER: _____ *[indicate the holder and his full address]*

P.O. Box:_____ ; Phone:_____ ; Fax : _____ ; Email : _____

No. RC: _____ ; Taxpayer's No. (UIN):_____ ; RIB: _____

SUBJECT OF THE CONTRACT: Supply of a 250 KVA generator at the Bamenda Airport

PLACE OF DELIVERY: Bamenda Airport

DELIVERY DEADLINE: Two (2) calendar months

AMOUNTS IN CFA F:

	Amount in figures	Amount in words
EVAT		
VAT		
AIR / TSR		
All taxes included		
Net to be paid		

FINANCING: Budget of the Bamenda City Council 2026 financial year.

BUDGET HEAD: 23511

SUBSCRIBED ON _____

SIGNED, ON _____

NOTIFIED, ON _____

REGISTERED, ON _____

Between:

The Republic of Cameroon, represented by the City Mayor of the Bamenda City Council hereinafter referred to as the Contracting Authority/ the Project Owner,

On the one hand,

And the company or the **Contracting partner**

P.O. Box: _____ Tel Fax: _____ E-mail : _____

No.TR: _____ Tax payer No. (NIU): _____

[Indicate the name of the Supplier or the service provider, his full address and the capacity of the authorised signatory],

Represented by Mr/Madam _____, his Director General or his representative, named
Hereinafter referred to as “the service provider”

On the other hand,

It was agreed and concluded as follows:

Summary

Title I: Special Administrative Conditions (SAC)

Title II: Technical Specifications Clauses

Title III: Unit Price Schedule (BPU)

Title IV: Detailed Estimates (DE)

Page No. ____ and Last of the Contract No._____/ **C/BCC223/SG/SIGAM/2026** of _____

Awarded following Open National Invitation Tender File No____/BCC/ITB/2026 of _____2026 for the supply of a low bed trailer to the Bamenda Airport

With_____,

For the supply of a low bed trailer to the Bamenda City Council

Delivery deadline: Three (3) calendar months

Amount of the contract: *[To recall in CFA Francs, including all taxes in figures and words]*

	Amount in figures	Amount in words
EVAT		
VAT		
AIR/TSR		
ATI		
Net to be paid		

Read and approved by the Contracting partner

Bamenda, date

Contracting Authority

Bamenda, date

Registration

DOCUMENT NO. 10:
MODEL OF DOCUMENTS TO BE USED BY THE BIDDER

Table of model documents

- Appendix No.1: Model tender
- Appendix No. 2: Model bid bond
- Appendix No. 3: Model final bond
- Appendix No. 4: Model of start-up advance bond;
- Appendix No. 5: Model performance bond in replacement of the retention bond
- Appendix No.6: Model manufacture's certificate or authorisation
- Appendix No.7: Delivery planning framework
- Appendix No. 8: Model of the list of the personnel to be mobilised within the framework of the ancillary services
- Appendix No.9: Model sheet of services likely to be subcontracted and ordered
- Appendix No. 10: Letter of submission of the technical proposal
- Appendix No. 11: Model Curriculum vitae (CV) of the proposed specialised personnel
- Appendix No.12: Declaration of intention to bid
- Appendix No.13: Candidate's references
- Appendix No.14: Description of the work methodology and plan proposed to accomplish the mission
- Appendix No.15: Model information sheet on the essential material, if applicable
- Appendix No.16: Model site visit sworn declaration

APPENDIX No.1: MODEL OF DECLARATION OF INTENTION TO BID

To [indicate the Contracting and his address],

To be inserted in an annex to

I the undersigned,

Nationality :

Domicile :

Position :

Mindful of my powers as General Manager, after taking cognizance of the National Invitation to Tender File No.
[indicate the nature of the service].

Hereby declare, the intention to bid for this invitation to tender.

Done at _____ on _____

Signature, name and stamp of the bidder

Appendix No. 2: Model tender

I, the undersigned [indicate the name and the capacity of the signatory] representing the....., enterprise or group of enterprises

(⁸)..... with Head office

at.....registered in the Trade Register of
..... under No.

Having taken cognisance of all the documents contained or mentioned in the Tender File including the addenda,
No..... [Recall the subject of the invitation to tender]

- Submit and commit myself to deliver the supplies or execute the services in accordance with the Tender File, in return for the prices that I established myself on the basis of the price and quantity schedules, which prices give the amount of the offer for lot No. at
-[in figures and words] CFA francs exclusive of VAT, and at
..... CFA francs all taxes inclusive. [in figures and words]
- I undertake to execute the services within a deadline of..... months
- In addition, I pledge to maintain my offer for days [indicate the validity period, in principle 90 days] from the deadline for the submission of bids.
- I entirely adhere to the integrity charter and the commitment statement to comply with environmental and social clauses attached to this TF.

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

.....
.....

The Project Owner will pay the sums due under this contract by crediting account number No.

..... opened in the name ofin..... Bank

..... Branch

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

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

Signature.....

Name of signatory.....

In the capacity as.....

duly authorised to sign bids for and on behalf of (⁹)

(⁸) Delete unnecessary indication

(⁹) Attach the power of attorney

APPENDIX No. 3: MODEL BID BOND

Financial body:

Bond reference: No.....

Addressed to *[indicate the Project Owner and his address]* Cameroon, hereinafter referred to as “the Project Owner”

Whereas the Supplier or the Service Provider , hereinafter referred to as “the bidder”, submitted his bid onfor..... *[recall the subject of the Invitation to tender]*, hereinafter referred to as “the offer”, and to which must be attached a provisional bond equivalent to *[indicate the amount]* in CFA francs.

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

The conditions of this commitment are as follows:

If the bidder withdraws his offer during the validity period specified for in the Tender File;

or

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

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

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

This bond shall come into force from the date limit set by the Project Owner for the submission of tenders. It shall remain valid up till the thirtieth day inclusive following the deadline for the validity of bids. Any request by the Project

Owner to cause it to take effect shall reach the bank by registered mail with acknowledgment of receipt before the end of this validity period.

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

Signed and authenticated by the bank

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

[signature of the bank]

[NB: this bond must be hand-endorsed by the bank]

APPENDIX No. 4: MODEL FINAL BOND

Financial body:

Bond reference: No.

Addressed to *[indicate the Project Owner and his address]* Cameroon, hereinafter referred to as “the Project Owner”

Whereas *[name and address of Supplier or service provider]*, hereinafter referred to as “the Supplier or service provider”, committed himself, in execution of the contract referred to as “the Contract”, to execute *[indicate the nature of the supplies and ancillary services]*

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

Whereas we have agreed to give the Supplier this guarantee,

We,.....*[name and address of the bank]*, represented by *[names of signatories]*, hereinafter referred to as “the financial body”, we commit ourselves to pay to the Project Owner, within a maximum deadline of eight (8) weeks, upon simple written request of the latter declaring that the Supplier or service provider has not satisfied his contractual commitments within the meaning of the contract, without being able to defer the payment nor raise any contests for whatever reason, any sum up to the sum of *[in figures and in words]*.

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

This final bond shall enter into force as soon as it is signed and upon notification of the contract. The bond shall be released within a deadline of *(indicate the deadline)* from the date of the provisional acceptance of the supplies.

Beyond the deadline referred to above, the bond shall be baseless and should be automatically returned to us without any form of procedure.

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

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

Signed and authenticated by the financial body

at.....,on

.....

[Bank's signature]

APPENDIX No. 5: MODEL OF START-UP ADVANCE BOND

Financial body:

Bond reference: No.

Addressed to *[Indicate the Project Owner]*

[Address of the Project Owner]

Hereinafter referred to as “the Project Owner”

We, the undersigned (Financial body, address), hereby declare, to guarantee, on behalf of:
..... *[the contract holder]*, to the benefit of

Project Owner *[Address of the Project Owner]* (“the beneficiary”)

The payment without contest and upon receipt of the first written request by the beneficiary, declaring that
..... *[the holder]* did not fulfil his obligations relating to the reimbursement of the start-off
advance in accordance with the terms of Contract of relating
to the supplies and ancillary services *[indicate the subject and references of the invitation to tender and possibly the
lot]*, of the maximum total sum corresponding to the advance *[forty (40% of the amount all taxes inclusive of
Contract No., payable upon notification of the corresponding Administrative Order,
that is:..... CFA francs*

This guarantee shall enter into force and take effect upon receipt of the respective parts of this advance on the
accounts of*[the contract holder]* opened in the bank.....
under No.

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

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

Signed and authenticated by the financial body

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

[signature of the financial body]

APPENDIX No. 6: MODEL OF THE PERFORMANCE BOND IN REPLACEMENT OF THE RETENTION BOND

Financial body:

Bond reference: No.

Addressed to *[Indicate the Project Owner]*

[Address of the Project Owner]

Hereinafter referred to as “the Project Owner”

Whereasname and address of the supplier or service provider], hereinafter referred to as “the Supplier”, commits himself, in execution of the Contract, to deliver the supplies of *[indicate the subject of the services]*.

Whereas it is stipulated in the contract that the retention bond set at *[percentage below 10% to be specified]* of the amount of the contract all taxes inclusive may be replaced by a several guarantee,

Whereas we have agreed to provide the Supplier with this surety,

We, address of the financial body], represented bynames of the signatories], and hereinafter referred to as “financial body”,

Hence, we hereby affirm that on behalf of the Supplier or Service Provider, we guarantee and are responsible to the Project Owner for a maximum amount of *[in figures and in words]*, corresponding to *[percentage below 10% to be specified]* of the contract price⁽¹⁰⁾

And we pledge to pay the Project Owner within a maximum deadline of eight (8) weeks upon his simple written request declaring that the supplier did not fulfil his contractual obligations or is indebted to the Project Owner within the contract amended if applicable by its amendments, without being able to defer the payment nor raise any contest for whatever reason, any sum (s) within the limits of the amount equal to *[percentage below 10% to be specified]* of the total amount of services featuring in the final detailed account), without the Project Owner prove or give the reasons nor the reason for his request of the amount of the sum indicated above.

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

This guarantee shall enter into force upon signature. It shall be released within thirty (30) days from the date of the final acceptance of the services and upon release order issued by the Project Owner.

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

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

Signed and authenticated by the financial body

Done at.....on

[signature of the financial body

(10) Case where the surety is established once supplies start and covers the total guarantee, that is 10% of the contract.

APPENDIX No. 7: MODEL OF MANUFACTURER'S CERTIFICATE OR AUTHORISATION

[The Bidder requests the Manufacturer to prepare this letter in conformity with the indications below. This letter shall be on the manufacturer's letter head and shall be signed by a person duly authorised to sign documents which commit the Manufacturer. The Bidder should include this letter in his offer if required by the SRIT].

Date *[insert the date (day, month, year) of submission of offer]* IT No. ____ of ____: *[insert the references of the Invitation to Tender]* Variant No.: *[insert the identification number if this offer is proposed for a variant]*

To: *[insert the full name of the Project Owner]*

I, the undersigned (name and the manufacturer full address

Certify that the company (name and full address) is authorised to sell our products (where applicable) has an approval.

We confirm all our guarantees and we act as guarantors for the supplies offered.

Signature

Dated.....

Day of.....

APPENDIX No. 8: DELIVERY PLANNING FRAMEWORK

Note on the presentation of plannings

Quantities, daily output, duration of execution of the services and slowdowns, even interruptions must clearly appear on the planning.

The financial planning resulting from the services planning must indicate, month by month, the estimated amounts of the detailed accounts of services per item and cumulated, taking into account the impact of the rainy seasons, for the basic solution and possibly the alternative solution.

[The planning frameworks to be prepared and included in the Tender File by the Project Owner].

A. Specify the nature of the activity

	<i>[Months or weeks from the beginning of the task]</i>											
Activity (task)												

APPENDIX No. 9: MODEL OF LIST OF THE PERSONNEL TO BE MOBILISED WITHIN THE FRAMEWORK OF ANCILLARY SERVICES

1. Technical/management personnel

Name	Proposed position	Minimum qualification	General years of experience	Specific years of experience In Terms of similar projects executed	Position or function Occupied for each project

2. Support staff (headquarters and local)

Name	Specialisation	Position	Year of experience	Duties

APPENDIX No. 10: MODEL FORM FOR SERVICES LIKELY TO BE SUBCONTRACTED AND ORDERED

No.	Description of supplies	Quantity (Number of units)
	<i>[Insert the description of supplies]</i>	<i>[insert the quantity of items to be supplied]</i>

Service No.	Description of the Service	Unit of measure
<i>[insert the service number]</i>	<i>[insert the description of the service]</i>	<i>[unit of measure]</i>

APPENDIX No. 11: SUBMISSION LETTER OF THE TECHNICAL PROPOSAL

[Place, date]

To: [Name and address of Project Owner]

Dear Sir/Madam

We, the undersigned, [position to be specified], have the honour, in accordance with your TF No. of.....on....., to submit to you herewith our technical proposal for the supply covered by the said TF.

Should this proposal be of interest to you, we are fully prepared, on the basis of the personnel proposed, to enter into negotiations for the best possible conduct of the project.

We therefore undertake to comply scrupulously with the content of the said technical proposal, subject to any changes that may result from contract negotiations.

Yours sincerely

Signature of authorised representative:

Name and position of signatory:

Name of applicant:

Address:

APPENDIX No.12: MODEL CURRICULUM VITAE (CV) FOR PROPOSED SPECIALIZED PERSONNEL

Position :
..... Name of Candidate :
.....
..... Name of the employee :
..... Profession :
.....
..... Certificates :
..... Date of birth :
.....
..... Number of years of employment by the candidate:..... Nationality :
..... Affiliation to associations/professional groupings:
.....

Specific duties:
.....
.....
.....

Main qualifications:

[In about half a page, give an overview of the aspects of the employee's training and experience that are most relevant to his or her duties within the framework of the mission.

Indicate the level of responsibility exercised by him/her in previous tasks, specifying when and where].

.....

.....

Training:

[In about a quarter of a page, summarize the employee's university and other specialized studies, giving the names and addresses of the schools or universities attended, with the dates of attendance, and the certificates obtained].

Annex documents:

- Certified copy of the highest certificate and, if applicable, a certificate from the trade association;
- Availability certificate.

.....
.....

Professional experience:

[In approximately two pages, list the jobs exercised by the employee after completing school in reverse chronological order, starting with his or her current position. For each, indicate the dates, name of employer, job title and place of work. For the last ten years, also specify the type of activity carried out and, if applicable, the names of clients who can provide references].

.....
.....

Computer knowledge :

[Indicate level of knowledge]

.....
.....

Languages:

[Indicate, for each, the level of knowledge: poor/average/good/excellent, as regards the language read/written/spoken].

.....
.....

Attestation:

I, the undersigned, certify to the best of my knowledge that the above information accurately reflects my situation, qualifications and experience.

.....
..... Date :

[Signature of the employee and the authorised representative of the consultant]

Day/month/year

Name of the employee:
.....

Name of the authorised representative:
.....

APPENDIX No. 12: DECLARATION OF INTENTION TO TENDER

To be attached to the

I, the undersigned

Nationality :

Domicile :

Position :

By virtue of my powers as General Manager, having taken note of the National Tender File No. [indicate the nature of the service].

Hereby declare my intention to tender for this invitation to tender.

Signature, name and stamp of the bidder

APPENDIX No.13: CANDIDATE'S REFERENCES

Services rendered during the last [indicate number from 1 to 5] years that best illustrate your qualifications

Using the form below, provide the information requested for each relevant task that your company/organisation has been contracted to carry out, either as the sole company or as one of the main partners in a consortium.

Name of the task:	Country :
Place :	Specialised Personnel provided by your enterprise/organisation (profiles):
Name of Client:	Number of employees to have taken part in the task:
Address :	Number of working months;
	Duration of the task:
Starting date: Completion date :	Approximate value of the services
Name of associated service providers/possible partners:	Number of working months of experts provided by associated service providers:
Name and function of officials (Director/Coordinator of the project, team Manager):	
Description of the project :	
Description of effective services rendered by your personnel :	

Name of the candidate:

APPENDIX No.14: DESCRIPTION OF THE PROPOSED WORK METHODOLOGY AND PLAN TO ACCOMPLISH THE TASK

The technical design, work methodology and plan are the essential elements of the technical proposal. It is suggested that the technical proposal (maximum 10 pages, including tables and graphs) be divided into three sections:

- a) Technical design and methodology,
- b) Work plan, and
- c) Organisation and personnel

a) Technical design and methodology. In this section, we suggest that you explain how you imagine the objectives of the task, the design of the services, the methodology for carrying out the activities and obtaining the expected results, and the details of these results. You should highlight the problems to be solved and their importance, and explain the technical design you will adopt to do this. You should also explain the methodology you intend to adopt and its compatibility with the proposed design.

b) Work plan. In this section, you will propose the main activities involved in the task, their nature and duration, scheduling and interrelationships, milestones (including interim approvals from the contracting authority) and the dates for the submission of reports. The proposed work plan must be consistent with the technical design and methodology, show that the terms of reference have been understood and can be translated into a practical work plan. A list of final documents, including reports, sketches and tables that make up the final product should be included in this chapter. The staff timetable (4G) must be compatible with the programme of work (4H).

c) Organization and personnel, in this chapter, you will propose the structure and composition of your team. You will list the main disciplines represented, the name of the lead expert and a list of proposed key and support personnel.

ANNEX No.15 MODEL INFORMATION SHEET ON THE ESSENTIAL MATERIAL, IF APPLICABLE

No.	Description and characteristics of the material	Age / State	Minimum number required	Owner /Hiring	Year of obtention	Proof
1						
2						
...						
N						

[Insert in the table above: (i) the list of equipment and tools required for the execution of the services (ii) the minimum number required of each type of equipment (iii) it may be possible to provide this equipment on hire, in which case a commitment for the hiring of the equipment must be signed and authenticated by the competent authorities].

Note: For each equipment, attach a certified copy of the invoice or vehicle registration document, where applicable.

APPENDIX No.16 MODEL SITE VISIT SWORN DECLARATION

I, the undersigned. _____

Representative of _____ company

Acknowledge to have visited this day _____ of the month of _____ of the year _____

In the company of Mr. _____

Acting in the place and lieu of the user, the Project site

For which my company wants to tender.

Having visited the site, the following observations were made:

.....

.....

.....

.....

.....

N.B: the service provider must submit a site visit sworn declaration for each project site.

Done at....., on

The Bidder

(Name, surname, signature and stamp)

APPENDIX No.17 MARKING GRID

	NAME OF ENTERPRISE :	
B1	GENERAL PRESENTATION OF BIDS	YES/NO
	- Presence of all documents	
	- Clearness of the documents.....	
B3	THE COMPANY REFERENCES (Two references of the company in the Domain of supplies or similar works for the past 3 years with amounts more than 50million (Attach 1 st and last page of each contract and minutes of final reception for supplies up to 2024 and minutes of provisional reception for supplies in 2025). Each contract shall carry a mark.	
	First project:	
	Second project:	
B4	QUALIFICATION OF KEY PERSONNEL	
	Mission head: Electro Mechanical Engineer with at least three (3) years experience	
	Diploma certified	
	CV signed and dated	
	Presentation of original certificate	
	Professional experience of at least (5) years	
	National Identity card	
	Electro Mechanical Senior Technician with at least three years of experience	
	Diploma certified	
	CV signed and dated	
	Presentation of original certificate	
	Professional experience of at least three (3) years	
	National Identity card	
B5	AVAILABILITY OF TOOLS AND ESSENTIAL DOCUMENT	
	Certified copy of documents for the equipment	
	A mechanical tool box	
B6	ACCESS TO A CREDIT LINE (PRE-FINANCING CAPACITY)	
	Pre-financing capacity of at least 64 million of the project amount	
B7	AVAILABILITY OF SPARE PARTS	
	Existence of an attestation of spare parts signed by the manufacturer or the bidder on honour.	
B8	AFTER DELIVERY SERVICES	
	Existence of an attestation of after delivery services signed by the manufacturer or the bidder on honour	
B10	METHODOLOGY OF THE SUPPLY	
	Detailed technical note on the description of the supply	
	Respect of delivery deadline	

	<i>Acceptable planning of the supply</i>	
	<i>Manpower deployment schedule</i>	
B11	TECHNICAL SPECIFICATIONS OF THE PROPOSE GENERATOR AS INDICATED IN THE SPECIAL REGULATIONS TO TENDER	
	<i>Installed power rating : 200kw ; Apparent power rating: 250 KVA; Engine model- 6-cylinders,</i>	
	<i>Accessories (First Aid Box, Tool Box, etc)</i>	
	<i>Full tank fuel, oiling and greasing, general technical control</i>	
B12	PROOFS OF ACCEPTANCE OF CONDITIONS OF THE CONTRACT	
	All pages of the Special Administrative Conditions (SAC) dully initialled on each page, signed and dated on the last page.	
	All pages of the Technical Specifications (TS) dully initialled on each page, signed and dated on the last page.	
B13	Warranty certificate	

DOCUMENT NO. 11: INTEGRITY CHARTER

INTEGRITY CHARTER

TITLE OF THE INVITATION TO TENDER: _____.

THE “BIDDER” TO THE “PROJECT OWNER”

1. We acknowledge and testify that we are not, and that none of the members of our group and our subcontractors are, in any of the following cases:
 - 1.1) in a state of or have been the subject of bankruptcy, winding up, cessation of activity or in any similar situation resulting from a procedure of the same nature;
 - 1.2) have been convicted within the last five years by a judgment which has the force of res judicata of an offence committed in connection with the award or execution of a contract or framework agreement;
 - 1.3) has been guilty of gross professional misconduct over the last five years in connection with the award or execution of a contract or framework agreement;
 - 1.4) not having fulfilled our obligations relating to the payment of social security contributions or our obligations relating to the payment of taxes in accordance with the legal provisions;
 - 1.5) appear on the lists of financial sanctions adopted by the United Nations and any other Technical and Financial Partner, within the framework of the award or execution of a contract or a framework agreement;
 - 1.6) having been guilty of false declarations in providing information required as part of the contract award process or the Framework Agreement.
2. We certify that we are not, and that none of the members of our group and our subcontractors are, in one of the following conflict of interest situations:
 - 2.1) shareholder controlling the Project Owner or subsidiary controlled by the Project Owner, unless the resulting conflict has been brought to the attention of the Authority in charge of Public Contracts and resolved to his satisfaction;
 - 2.2) have business or family relations with a member of the Project Owner’s services involved in the selection process or control of the resulting contract, unless the resulting conflict has been brought to the attention of the Authority in charge of Public Contracts and resolved to his satisfaction;
 - 2.3) control or be controlled by another bidder, be placed under the control of the same company as another bidder, receive from another bidder or award to another bidder

directly or indirectly subventions, have the same legal representative as another bidder, directly or indirectly maintain contacts with another bidder allowing us to have and provide access to the information contained in our respective offers, to influence them, or to influence the decisions of the Project Owner;

2.4) be engaged for a consulting mission which, by its nature, may prove incompatible with our obligations vis-à-vis the Project Owner;

2.5) in the case of a procedure dealing with the award of a works, supplies, or a framework-agreement contract:

i) have prepared ourselves or have been associated with a consultant who has prepared specifications, plans, calculations and other documents used as part of the competitive process in question;

ii) be ourselves or one of the firms with which we are affiliated, recruited, or about to be recruited, by the Project Owner to carry out the supervision or control of the services within the Contract or the framework agreement.

3. If we are a public establishment or a public company, we testify that we enjoy legal and financial autonomy and that we are managed according to the rules of commercial law.

4. We pledge to communicate without delay to the Project Owner, who will inform the Authority in charge of Public Contracts, of any change in the situation with regard to points 1 to 3 above.

5. as part of contract or framework agreement award and execution:

5.1) We have not committed and we will not commit unfair manoeuvres (actions or omissions) intended to deliberately deceive others, to intentionally conceal information from them, to surprise or vitiate their consent or to cause them to circumvent legal or regulatory obligations and/or violate its internal rules in order to obtain an illegitimate benefit.

5.2) We have not committed and we will not commit unfair manoeuvres (actions or omissions) contrary to our legal or regulatory obligations and/or violate its internal rules in order to obtain an illegitimate benefit.

5.3) We have not promised, offered or granted and we will not promise, offer or grant directly or indirectly, to (i) any person holding a legislative, executive, administrative or judicial office within the State, whether he has been appointed or elected, on a permanent basis or not, whether he is paid or not and whatever his hierarchical level, (ii) any other person who exercises a public function, including for a public body or a public enterprise, or who provides a public service, or (iii) any other person defined as a public employee in the State, an undue advantage of any kind,

for himself or for another person or entity, in order for him to accomplish or refrain from performing any act in the discharge of his official duties.

5.4) We have not promised, offered or granted and will not directly or indirectly promise, offer or grant to any person who manages or works for a private sector entity, in any capacity, any undue advantage of any kind, for himself or for another person or entity, so that he performs or refrains from performing an act in violation of his legal contractual or professional obligations.

5.5) We have not promised, offered or granted, and we shall not promise, any act likely to influence the process of awarding the Contract or the Framework Agreement to the detriment of the Project Owner and, in particular, any anti-competitive practice whose purpose or effect is to prevent, restrict or distort competition, in particular by tending to limit access to the Contract or the free exercise of competition by other companies.

6. We, the members of our group and our subcontractors authorize the Project Owner to examine the documents and accounting documents relating to the award and execution of the Contract or framework agreement and to submit them for verification by the auditors appointed by ARMP.

Signature: _____

Name: _____

Duly authorised to sign the offer for and on behalf of: _____

Dated _____

**DOCUMENT NO. 12: SOCIAL AND ENVIRONMENTAL
COMMITMENT**

TITLE OF INVITATION TO TENDER: _____

**THE “BIDDER”
TO
THE “PROJECT OWNER”**

As part of the award and execution of the contract:

- 1) We undertake to respect and to ensure that the members of our consortium and all our subcontractors respect the environmental and social standards recognised by the international community, including the fundamental conventions of the International Labour Organisation (ILO) and the international conventions for the protection of the environment, in accordance with the laws and regulations applicable in Cameroon.
- 2) In addition, we also commit ourselves to implement environmental and social risk mitigation measures, in the environmental and social impact notice provided by the Project Owner.
- 3) We, the members of our group and our subcontractors authorise the Project Owner to examine the documents and accounting records relating to the award and execution of the Contract and to submit them for verification to the auditors appointed by the ARMP.

Name: _____

Signature:

Duly authorised to sign the offer for and on behalf of: _____

Dated _____

**DOCUMENT NO. 13: VISA OF MATURITY OR PROOFS OF
PRELIMINARY STUDIES**

VISA OF MATURITY OR PROOFS OF PRELIMINARY STUDIES

1. Attach the preliminary study:

2. Indicate:

2.1. The date:

2.2. The name of the public or private project manager who carried it out;

2.3. The references of the contract, if a private project management has carried it out;

2.4. Description of the studies: (For small scale projects, a presentation note can be drafted under the form of preliminary studies provided that the determination of the costs and technical specifications are clearly highlighted).

N.B. 1/ For small scale services, the Project Owner shall provide a calculation proof of the quantities in the TF.

2/ The Chairperson of the Tenders Board may, before taking a decision, request the opinion of an expert on the quality of the studies carried out.

DOCUMENT NO. 14:
LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES
AUTHORIZED TO ISSUE BONDS FOR PUBLIC CONTRACTS

LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES AUTHORISED TO ISSUE BONDS FOR PUBLIC CONTRACTS SECTOR

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'Épargne et le Crédit
5. CITI Bank
6. Commercial Bank of Cameroon
7. Ecobank
8. National Financial Credit Bank
9. Société Camerounaise de Banque au Cameroun
10. Société Générale de Banque au Cameroun
11. Standard Chartered Bank Cameroon
12. Union Bank of Cameroon
13. United Bank for Africa.
14. Banque Camerounaise des Petites et Moyennes Entreprises (BC-PME), P.O. Box 12962 Yaoundé;
15. Bank Of Africa Cameroun (BOA Cameroun), P.O.Box. 4593 Douala

II- Insurance companies

16. Chanas assurances;
17. Activa Assurances
18. Atlantique Assurances S .A., P.O. Box 2933 Douala;
19. Zénithe Insurance S.A. ;
20. Pro-Assur S.A ;
21. Aréa Assurances S.A, P.O. Box 1531 Douala;
22. Bénéficial General Insurance S .A., P.O. Box: 2328 Douala;
23. CPA S.A., P.O. Box 54 Douala;
24. NSIA Assurances S.A., P.O. Box 2759 Douala;
25. SAAR S.A., P.O. Box: 1011 Douala;
26. Saham Assurances S.A., P.O. Box 11315 Douala

N.B.: Since this list changes, the Project Owner shall ensure when drawing up the TF that it is the latest copy from the Minister in charge of Finance.

DOCUMENT NO. 15: ONLINE BIDDING PROCEDURE



THE ONLINE BIDDING PROCEDURE

To submit a tender online, the service provider must follow the four steps below:

Step 1: Company registration on the COLEPS platform

- Log on to COLEPS at <https://www.marchespublics.cm> or <https://www.publicscontratcs.cm>;
- Go to the “Bidders Registration” tab and carefully fill the application form;
- Print the filled application form generated by the system;
- Have the application form signed by the Head of Structure and stamped with the company stamp;
- *Submit the duly filled and formalised form to MINMAP together with the following documents:*
 - i) *Photocopy of a Certificate of Non-Bankruptcy (less than 3 months old);*
 - ii) *Photocopy of the Trade Register;*
 - iii) *Photocopy of the Certificate of Bank Domiciliation;*
 - iv) *Photocopy of the Certificate of Tax Compliance (less than 3 months old).*

Step 2: *Acquiring the Electronic Certificate*

- Collect the Certificate Request form available from MINMAP or download it from the ANTIC website at <http://www.camgovca.cm> under the heading “Requesting Certificates (Company)” section;
- Fill the form and submit it to MINMAP together with the following documents:
 - i) Receipt for payment of the Electronic Certificate acquisition fees of an amount of 50,000 FCFA to be paid into the ANTIC account at SCB Cameroun under number 10002 00031 12493593150 94;
 - ii) A Photocopy of the certificate applicant’s identity card.
- Register with the MINMAP operator and obtain the certificate application receipt;

- Connect to the address <http://www.camgovca.cm/fr/operations-certicats.html> and download the Electronic Certificate onto a removable medium (blank) using the information (reference number and authorisation code) contained in the receipt.

(Carefully keep the password for connections to COLEPS).

Step 3: Registering the Electronic Certificate on COLEPS

- Log on to COLEPS at <https://www.marchespublics.cm> or <https://www.publicscontratcs.cm>;
- Go to the “Bidders Registration” tab, then the “New Registration / Additional Certificate” section.
- Go to the “Bidders Registration” tab, then the “New Registration / Additional Certificate” section; identify the company using the trade register number, then add the certificate after filling the form carefully.

Technical assistance

For technical assistance, in the event of a problem using the platform, please call (+237) 222 238 155 / 222 237 084/677 006 110 or send an e-mail to dsi@minmap.cm.