REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT

NORTH-WEST REGION

OKU SUB DIVISION

ELAK - COUNCIL

ELAK - COUNCIL INTERNAL TENDERS' BOARD

REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

MINISTERE DE LA DECENTRALISATION ET DU DEVELOPPEMENT LOCAL

REGION DU NORD-OUEST

ARRONDISSEMENT D'OKU

COMMUNE D'ELAK

COMMISSION INTERNE DE PASSATION DES MARCHES DE LA COMMUNE D'ELAK

# REQUEST FOR QUOTATION
# N° 09/RQ /MINDDEVEL/EC/FEICOM/ ECITB/NWR/2026 OF 21/10//2026 TO EQUIP THE ELAK COUNCIL TOWN HALL WITH OFFICE FURNITURE AND COMPUTER EQUIPMENT IN ELAK COUNCIL AREA, BUI DIVISION OF THE NORTH WEST REGION
# (THROUGH EMERGENCY PROCEDURE)

## FINANCING: FEICOM AND ELAK COUNCIL BUDGET, 2026 FINANCIAL YEAR

**1. Subject of the invitation to tender:**

The Lord Mayor of ELAK Council, the Contracting Authority, hereby launches Request for Quotation to equip the Town Hall with office furniture and computer equipment in ELAK Council, Bui Division of the North West Region

**2. Nature of supplies**

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

**3. Delivery deadline**

The maximum deadline provided by the Project Owner or Delegated Contracting Authority for the delivery of the supplies forming the subject of this invitation to tender is three (03) calendar months with effect from the date of notification of the administrative order of work commencement.

**4. Allotment**

The supplies are divided into One lot:

**5. Estimated cost**

The estimated cost after preliminary studies is **80,000,000 (Eighty Million) FCFA** all taxes inclusive

**6. Participation and origin**

Participation in this Invitation to tender is open on equal terms to all **category C** companies with a base in Cameroon, excluding companies under suspension following the termination of a contract, in accordance with the Public Contracts Code

**7. Financing**

Supplies which form the subject of this invitation to tender shall be financed by the budget of FEICOM and ELAK council for 2026 financial year.

**8. Consultation of tender file**

The file may be consulted as soon as this tender notice is published, during working hours, in the ELAK Council Award Service or at the Regional Office of the Public Contracts Regulatory Agency (ARMP) for the North West, during working hours

**9. Acquisition of tender file:**

The file may be obtained from the ELAK Council Contract Award Service against payment of a non-refundable sum of **One Hundred thousand (100,000)** FCFA payable at the Minicipal Treasury of ELAK Council.

During collection of the Tender File, bidders should register by leaving their full address (Telephone, E-mail, Post Box, Fax, etc.).

**However, pursuant to the provisions of point 82 of the circular implementing the Public Contracts Code, a bidder who instead paid the Tender File acquisition fee to the public treasury due to the hurdles faced in the municipal revenue office, should include in his bid a duly established bailiff report and/or proof of referral to the Lord Mayor, with a copy to the local administrative authority, ARMP, MINMAP and FEICOM, against payment a duly signed and dated receipt.**

**10. Submission of bids**

Bids shall be written in English or French, in 7 (Seven) copies, that is 1 (One) original and 6 (Six) copies marked as such, and an electronic version of the said bids, shall be placed in a sealed envelope, stamped and sealed, with no distinctive sign on the bidder's identity, and submitted at the SIGAMP Service of the ELAK Council not later than 04/11/2026 at 10:00AM, local time and should be marked as follows:

**REQUEST FOR QUOTATION**
**N$^{O}$ 09/RQ /MINDDEVEL/EC/FEICOM/ ECITB/NWR/2026 OF 21/10//2026 TO EQUIP THE ELAK COUNCIL TOWN HALL WITH OFFICE FURNITURE AND COMPUTER EQUIPMENT IN ELAK COUNCIL AREA, BUI DIVISION OF THE NORTH WEST REGION**
**(THROUGH EMERGENCY PROCEDURE)**

***(To be opened only during the bids opening session)***

**11. Bid bond**

Each bidder shall attach to his administrative documents a bid bond issued by a financial body or institution approved by the Minister in charge of Finance to issue public procurement guarantees and whose list is in document 14 of the Tender File and whose amount is **400,000 (Four Hundred Thousand) FCFA ATI** and valid up to 30 (thirty) days beyond the initial bids validity date. The absence or non-compliance of the bid bond issued by a first-rate bank or category one financial establishment authorised by the Ministry in charge of Finance to issue public procurement guarantees, shall lead to the complete rejection of the bid.

A bid bond provided but having no bearing with the tender shall be considered as absent.

The said guarantee must be provided alongside a deposit receipt issued by the Deposits and Consignments Fund (CDEC). In case of bank or certified cheque provided in lieu of a guarantee, the latter must be made payable to CDEC for the Project Owner. The said cheque must be forwarded to CDEC by the financial institution within at least 7 (seven) working days before the opening of bids date.

## 12. Admissibility of bids:

Under penalty of being rejected, the required administrative documents must imperatively be provided in 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 must be less than 3 (three) months old or have been established after the date the Tender Notice was signed.

Any bid falling short of the prescriptions of this Tender Notice and Tender File shall be declared inadmissible. Notably, the absence of the stamped bid bond issued by a first-rate bank approved by the Ministry in charge of Finance or non-compliance with the templates of Tender File documents shall lead to the complete rejection ofthe bid without any room for petition. Moreover, bids received after the closing date and time for submission shall not be admissible.

The administrative documents, technical and financial bids must be placed in separate envelopes submitted in a sealed envelope.

Envelopes carrying distinctive signs on the bidder's identity, received after the closing date and time for submission, non-compliant with the tendering method, without indicating the identity of the Tender File and non-compliance with the number of copies stated in the Special Regulations of the Invitation to Tender or bid in copy only shall be rejected.

## 13. Opening of bids:

Bids shall be opened in one phases at the conference hall of the ELAK Council
The opening of the administrative documents technical and financial offers shall take place on 04/11/2026 at 10 :00AM by the Elak Council Internal Tenders Board in the conference hall of ELAK Council .
Only bidders may attend this opening session or be represented by a single duly authorised person of their choice, even in the case of a group of enterprises.

**Under pain of rejection, the documents required in the administrative file must be produced in originals or in copies certified as true by the issuing department or the competent administrative authority, in accordance with the stipulations of the Special Regulations. They must be less than three (3) months old from the original date of submission of tenders or have been drawn up after the date of signature of the tender notice.**
**In the event of the absence or non-conformity of any document in the administrative file at the bids opening session after a period of 48 hours granted by the Board, the bid shall be rejected.**

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

*[The start of the bid-opening session must not be later than one hour after the time-limit for the submission of bids as specified n the Tender File]*

## 14. Evaluation criteria

### *14.1 Eliminatory criteria*

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

- False declaration or falsified document;
- Absence of the certificate of categorisation (C);
- Non-compliance with major technical specifications of the supply ((to be listed);

- Failure to meet 70% of the essential criteria;
- Absence of quantified unit price ;
- Non-compliance with the model tender;
- Absence of prospectus accompanied by the technical sheets from the manufacturer;
- Absence of agreement or authorization from the manufacturer, where applicable.
- Absence of the bid bond accompanied by the deposit receipt issued by CDEC, in accordance with Circular Letter No. 000014/PR/MINMAP/CAB of 23 July 2025 relating to the terms and conditions for establishing, depositing, keeping, releasing, returning, releasing and fulfilling public contracts guarantees;

***14.2 Essential criteria***

*[The so-called essential criteria are those primordial or key used to judge the technical and financial capacity of candidates to execute the services or deliver the supplies forming the subject of the invitation to tender].*

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

- Turnover:
- Supplier's references
- Availability of material and essential equipment
- Experience of supervisory staff
- Manufacturer's authorisation
- Availability of spare parts
- After-sales service
- (It is important to avoid arbitrariness in determining qualification)

The details are shown in the bids evaluation grid. **Only bidders who presented a compliant administrative file and who obtained at least 70% shall be qualified to be awarded the contract**

**15. Award**

The Contracting Authority shall award the contract on the basis of the **lowest financial bid** to the bidder fulfilling the required technical and financial qualification criteria. The said bidder having previously obtained a technical mark of at least 70% of "yes" favourable opinion.

**16. Validity of offers**

Bidders will remain committed to their offers for [*Indicate the duration between 60 and 90 days]* from the deadline set for the submission of bids.

**17. Complementary information**

Complementary information may be obtained during working hours from General Secretariat of ELAK Council P.O. Box 13; Tel: 694 175 092

**18. Fight against corruption and malpractices**

To report any malpractices, incidents or acts of corruption, kindly call CONAC on the number 1517, the Authority in charge of Public Contracts (MINMAP) (SMS or call) on the numbers: (+237) ……., FEICOM on the number 8567 or the PO/DPO on the number: (237) 694 175 092

Done at ELAK on 21 OCT 2026

**The Lord Mayor of ELAK Council**
**(Project Owner)**

REPUBLIQUE DU CAMEROUN * Republic of Cameroon * ELAK COUNCIL COMMUNE D'ELAK LE MAIRE THE LORD MAYOR Ministry of Decentralization and Local Development MINISTERE DE LA DECENTRALISATION ET DU DEVELOPPEMENT LOCAL

Ngum Jerome Njoh

**Copy**

- MINMAP;
- ARMP/NORTH-WEST;
- CHAIRPERSON /TENDERS BOARD BOARD/infos;
- FILE/ARCHIVES;
- NOTICE BOARD

REPUBLIC OF CAMEROON
Peace – Work – Fatherland
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REGION DU NORD-OUEST
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ARRONDISSEMENT D'OKU
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COMMUNE D'ELAK
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COMMISSION INTERNE DE PASSATION DES MARCHES DE LA COMMUNE D'ELAK

# AVIS DE DEMANDE DE PRIX N° 09/RQ/MINDDEVEL/EC/ FEICOM/ECITB/NWR/2026 DU 21/10/2026 POUR L'ÉQUIPEMENT DE L'HÔTEL DE VILLE EN MOBILIER DE BUREAU ET EN MATÉRIEL INFORMATIQUE DANS LA COMMUNE D'ELAK, DÉPARTEMENT DU BUI, RÉGION DU NORD-OUEST

## (EN PROCÉDURE D'URGENCE)

## FINANCEMENT : BUDGET FEICOM ET COMMUNE D'ELAK, EXERCICE 2026

1. **Objet de l'appel d'offres** : Le Maire de la Commune d'Elak, Autorité Contractante, lance par la présente une Demande de Prix pour équiperl'Hôtel de Ville enmobilier de bureau et enmatérielinformatiquedans la Commune d'Elak, Département du Bui, Région du Nord-Ouest.

2. **Nature des fournitures** : Les services de ce marché comprennent notamment : la fourniture d'équipements, le transport, la manutention, l'installation et la réception, le cas échéant selon les indications de l'Autorité Contractanteou du Maître d'Ouvrage.

3. **Délai de livraison** : Le délai maximal accordé par le Maître d'Ouvrageou le Maître d'Ouvrage Délégué pour la livraison des fournitures objet de la présente consultation est de trois (03) moiscalendaires à compter de la date de notification de l'ordre de service de commencement des travaux.

4. **Allotissement** : Les fournituressontdiviséesen un lot unique.

5. **Coût prévisionnel** : Le coûtprévisionnel à l'issue des étudespréalablesest de 80 000 000 (Quatre-vingts millions) de FCFA toutes taxes comprises.

6. **Participation et origine** : La participation à cette Demande de Prix est ouverte à égalité de conditions à toutes les entreprises de catégorie C basées au Cameroun, à l'exclusion des entreprises sous le coup d'une suspension suite à la résiliation d'un marché, conformément au Code des Marchés Publics.

7. **Financement** : Les fournitures faisant l'objet de cette consultation seront financées par le budget du FEICOM et de la Commune d'Elak pour l'exercice 2026.

8. **Consultation du dossier de consultation** : Le dossier peut être consulté dès publication de cetavis, aux heures ouvrables, au Service des Marchés de la Commune d'Elak ou à la Délégation Régionale de l'Agence de Régulation des Marchés Publics (ARMP) pour le Nord-Ouest.

9. **Acquisition du dossier de consultation** : Le dossier peut être obtenu auprès du Service des Marchés de la Commune d'Elak contre versement d'une somme non remboursable de 100 000 (Cent mille) FCFA payable à la RecetteMunicipale de la Commune d'Elak. Lors du retrait du dossier, les soumissionnaires devront s'enregistrer en laissant leur adresse complète (Téléphone, E-mail, BoîtePostale, Fax, etc.). Toutefois, conformément aux dispositions du point 82 de la circulaired'application du Code des Marchés Publics, le soumissionnaire qui aura versé les fraisd'acquisition au trésor public en raison des difficultés rencontrees auprès de la recette municipale devra inclure dans son offre un constat d'huissier dûment établi et/ou une preuve de saisine du Maire, avec copie à l'autorité administrative locale, à l'ARMP, au MINMAP et au FEICOM, contrerécépissédaté et signé.

10. **Remise des offres** : Les offres rédigées en anglais ou en rançais, en7 (sept) exemplaires dont 1 (un) original et 6 (six) copies marqués comme tels, ainsi qu'une version électronique, devront être placées dans une enveloppe extérieures cellée et fermée, sans aucun signe distinctif sur l'identité du soumissionnaire, et déposées au Service SIGAMP de la Commune d'Elak au plus tard le 04/11/2026 à 10h00 (heure locale), avec la mention suivante :

DEMANDE DE PRIX N° 09/RQ/MINDDEVEL/EC/FEICOM/ ECITB/NWR/2026 DU 21/10/2026 POUR L'ÉQUIPEMENT DE L'HÔTEL DE VILLE EN MOBILIER DE BUREAU ET EN MATÉRIEL INFORMATIQUE DANS LA COMMUNE D'ELAK, DÉPARTEMENT DU BUI, RÉGION DU NORD-OUEST

(EN PROCÉDURE D'URGENCE)

(À n'ouvrirqu'en séance de dépouillement)

11. Cautionnement de soumission :Chaque soumissionnaire doit joindre à ses documents administratifs un cautionnement de soumissionémis par un établissement financier ouune institution agréée par le Ministre chargé des Finances (dont la liste figure dans le document 14 du Dossier de Consultation), d'un montant de 400 000 (Quatre cent mille) FCFA TTC, et valable jusqu'à 30 (trente) jours au-delà de la date initiale de validité des offres. L'absence ou la non-conformité du cautionnement émis par une banque de premier ordre ou un établissement financier agréé entraînera le rejet complet de l'offre. Un cautionnement sans rapport avec la consultation sera considéré comme absent. La garantie doit être fournie accompagnée d'un récépissé de versement émis par la Caisse des Dépôts et Consignations (CDEC). Encas de chèque bancaire ou certifié, celui-ci doit être établi à l'ordre de la CDEC pour le Maître d'Ouvrage et transmis par l'institution financière au moins 7 (sept) jours ouvrables avant la date d'ouverture des offres.

12. Recevabilité des offres : Sous peine de rejet, les pièces administratives requises doivent impérativement être produites en originaux ouen copies certifiées conformes par le service émetteur ou l'autorité administrative compétente (conformément au Règlement Particulier), datant de moins de 3 (trois) mois ou établies après la signature de l'Avis. Toute offre non conforme entraînera le rejetpur et simple de l'offre sans recours possible (notamment l'absence du cautionnement ou le non-respect des modèles). Les offres reçues après la date et l'heure limites de dépôt seront irrecevables. Les pièces administratives, techniques et financières doivent être placées dans des enveloppes séparées à l'intérieur d'une enveloppe scellée. Les enveloppes portant des signes distinctifs sur l'identité du soumissionnaire, reçues hors délai, non conformes au mode de soumission ou ne respectant pas le nombre d'exemplaires seront rejetées.

13. Ouverture des offres : L'ouverture des plis se feraen un temps dans la salle de conférence de la Commune d'Elak. L'ouverture des pièces administratives, techniques et financières aura lieu le 04/11/2026 à 11h00 par la Commission de Passation des Marchés du Maître d'Ouvrageou du Maître d'Ouvrage Délégué. Seuls les soumissionnaires peuvent assister à cette séance ous'y faire représenter par une personne unique dûment mandatée. Encasd'absenceou de non-conformité d'une pièce administrative lors de la séance d'ouverture, et après un délai de 48 heuresaccordé par la Commission, l'offre sera rejetée. *(Le lancement de la séance d'ouverture doit avoir lieu au plus tard une heure après l'heure limite de réception des offres fixée dans les dossiers.)*

14. Critèresd'évaluation :

- **Critères éliminatoires :** Ces critères fixent les conditions minimales à remplir pour être évalué sur les critères essentiels (pas de notation, le non-respect entraîne le rejet) :
  - Fausse déclaration ou document falsifié ;
  - Absence du certificat de catégorisation (C) ;
  - Non-conformité aux spécifications techniques majeures de la fourniture ;
  - Ne pas atteindre 70% des critères essentiels ;
  - Absence de prix unitaire quantifié ;
  - Non-conformité au modèle du dossier ;
  - Absence de prospectus accompagné des fiches techniques du fabricant ;
  - Absence d'agrément ou d'autorisation du fabricant, le cas échéant ;
  - Absence du cautionnement de soumission accompagné du récépissé de versement de la CDEC, conformément à la Lettre-Circulaire N° 000014/PR/MINMAP/CAB du 23 juillet 2025.
- **Critères essentiels :** Les critères essentiels permettent de juger de la capacité technique et financière des candidats. Ils portent notamment sur :
  - Chiffre d'affaires ;
  - Références du fournisseur ;
  - Disponibilité du matériel et des équipements essentiels ;
  - Expérience du personnel d'encadrement ;
  - Autorisation du fabricant ;
  - Disponibilité des pièces de rechange ;
  - Service après-vente. Les détails figurent dans la grille d'évaluation. Seuls les soumissionnaires présentant un dossier administratif conforme et ayant obtenu au moins 70% seront qualifiés pour l'attribution.

15. Attribution : L'Autorité Contractante attribuera le marché sur la base de l'offre financière la moinsdisante au soumissionnaire remplissant les critères de qualification technique et financière, et ayant préalablement obtenu une note technique d'aumoins 70% d'avisfavorables.

16. Validité des offres : Les soumissionnaires restent engagés par leurs offres pendant 90 jours à compter de la date limite fixée pour la remise des offres.

**17. Informations complémentaires :** Des informations supplémentaires peuvent être obtenues aux heures ouvrables auprès du Secrétariat Général de la Commune d'Elak (P.O. Box 13 ; Tél : 694 175 092).

**18. Lutte contre la corruption et les malversations :** Pour signaler toute malversation ou acte de corruption, veuillez appeler la CONAC au 1517, l'Autoritéen charge des Marchés Publics (MINMAP) (SMS ouappel) au (+237) ....., le FEICOM au 8567, ou le Maître d'Ouvrage / Maître d'Ouvrage Délégué au (+237) 694 175 092.

Fait à Elak, le 21 OCT 2026

**LeMaire de la Commune d'Elak**

*(Maître d'Ouvrage)*




**Copie**

- MINMAP ;
- ARMP/Nord-Ouest /publication ;
- FEICOM/DPPP ;
- PRESIDENTE/CIPM/infos ;
- CHRONO/ARCHIVES ;
- AFFICHAGE.

REPUBLIC OF CAMEROON
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COMMISSION INTERNE DE PASSATION DES MARCHES DE LA COMMUNE D'ELAK

# REQUEST FOR QOUTATION

**PROJECT OWNER**: THE LORD MAYOR OF ELAK COUNCIL

**CONTRACTING AUTHORITY**: THE LORD MAYOR OF ELAK COUNCIL

**TENDERS BOARD**: ELAK COUNCIL INTERNAL TENDER'S BOARD (ECITB)

**REQUEST FOR QUOTATION**

**N$^{O}$ 09/RQ /MINDDEVEL/EC/FEICOM/ ECITB/NWR/2026 OF 21/10//2026 TO EQUIP THE ELAK COUNCIL TOWN HALL WITH OFFICE FURNITURE AND COMPUTER EQUIPMENT IN ELAK COUNCIL AREA, BUI DIVISION OF THE NORTH WEST REGION**

**(THROUGH EMERGENCY PROCEDURE)**

FINANCING: *FEICOM /ELAK COUNCIL BUDGET – 2026 FISCAL YEAR*

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1.2 English version

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

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Document No. 5: Dated and signed environmental and social specification

Document No. 6: Description of the supplies

Document No. 7: Schedule of unit and all-in prices

Document No. 8: Schedule of detailed estimates

Document No. 9: Schedule of sub-details of unit prices

Document No. 10: Model contract

Document No. 11: Model documents to be used by bidders

Document No. 12: Justifications of preliminary studies

Document No. 13: Dated and signed charter of integrity
Document No. 14: Statement of commitment to respect of environmental, social, hygiene and security clauses;
Document No. 15: Contractor's dated and signed occupational health and safety charter;
Document No. 16: List of banking institutions and insurance companies authorised to issue public procurement guarantees in 2026.

# DOCUMENT NO. 1:
# TENDER NOTICE

REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT

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

**3. Delivery deadline**

The maximum deadline provided by the Project Owner or Delegated Contracting Authority for the delivery of the supplies forming the subject of this invitation to tender is three (03) calendar months with effect from the date of notification of the administrative order of work commencement.

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The supplies are divided into One lot:

**5. Estimated cost**

The estimated cost after preliminary studies is **80,000,000 (Eighty Million) FCFA** all taxes inclusive

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Participation in this Invitation to tender is open on equal terms to all **category C** companies with a base in Cameroon, excluding companies under suspension following the termination of a contract, in accordance with the Public Contracts Code

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The file may be consulted as soon as this tender notice is published, during working hours, in the ELAK Council Award Service or at the Regional Office of the Public Contracts Regulatory Agency (ARMP) for the North West, during working hours

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During collection of the Tender File, bidders should register by leaving their full address (Telephone, E-mail, Post Box, Fax, etc.).

**However, pursuant to the provisions of point 82 of the circular implementing the Public Contracts Code, a bidder who instead paid the Tender File acquisition fee to the public treasury due to the hurdles faced in the municipal revenue office, should include in his bid a duly established bailiff report and/or proof of referral to the Lord Mayor, with a copy to the local administrative authority, ARMP, MINMAP and FEICOM, against payment a duly signed and dated receipt.**

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**(THROUGH EMERGENCY PROCEDURE)**

***(To be opened only during the bids opening session)***

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A bid bond provided but having no bearing with the tender shall be considered as absent.

The said guarantee must be provided alongside a deposit receipt issued by the Deposits and Consignments Fund (CDEC). In case of bank or certified cheque provided in lieu of a guarantee, the latter must be made payable to CDEC for the Project Owner. The said cheque must be forwarded to CDEC by the financial institution within at least 7 (seven) working days before the opening of bids date.

## 12. Admissibility of bids:

Under penalty of being rejected, the required administrative documents must imperatively be provided in 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 must be less than 3 (three) months old or have been established after the date the Tender Notice was signed.

Any bid falling short of the prescriptions of this Tender Notice and Tender File shall be declared inadmissible. Notably, the absence of the stamped bid bond issued by a first-rate bank approved by the Ministry in charge of Finance or non-compliance with the templates of Tender File documents shall lead to the complete rejection ofthe bid without any room for petition. Moreover, bids received after the closing date and time for submission shall not be admissible.

The administrative documents, technical and financial bids must be placed in separate envelopes submitted in a sealed envelope.

Envelopes carrying distinctive signs on the bidder's identity, received after the closing date and time for submission, non-compliant with the tendering method, without indicating the identity of the Tender File and non-compliance with the number of copies stated in the Special Regulations of the Invitation to Tender or bid in copy only shall be rejected.

## 13. Opening of bids:

Bids shall be opened in one phases at the conference hall of the ELAK Council
The opening of the administrative documents technical and financial offers shall take place on 04/11/2026 at 10 :00AM by the Elak Council Internal Tenders Board in the conference hall of ELAK Council .
Only bidders may attend this opening session or be represented by a single duly authorised person of their choice, even in the case of a group of enterprises.

**Under pain of rejection, the documents required in the administrative file must be produced in originals or in copies certified as true by the issuing department or the competent administrative authority, in accordance with the stipulations of the Special Regulations. They must be less than three (3) months old from the original date of submission of tenders or have been drawn up after the date of signature of the tender notice.**
**In the event of the absence or non-conformity of any document in the administrative file at the bids opening session after a period of 48 hours granted by the Board, the bid shall be rejected.**

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

*[The start of the bid-opening session must not be later than one hour after the time-limit for the submission of bids as specified n the Tender File]*

## 14. Evaluation criteria

### *14.1 Eliminatory criteria*

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

- False declaration or falsified document;
- Absence of the certificate of categorisation (C);
- Non-compliance with major technical specifications of the supply ((to be listed);

- Failure to meet 70% of the essential criteria;
- Absence of quantified unit price ;
- Non-compliance with the model tender;
- Absence of prospectus accompanied by the technical sheets from the manufacturer;
- Absence of agreement or authorization from the manufacturer, where applicable.
- Absence of the bid bond accompanied by the deposit receipt issued by CDEC, in accordance with Circular Letter No. 000014/PR/MINMAP/CAB of 23 July 2025 relating to the terms and conditions for establishing, depositing, keeping, releasing, returning, releasing and fulfilling public contracts guarantees;

*14.2 Essential criteria*

*[The so-called essential criteria are those primordial or key used to judge the technical and financial capacity of candidates to execute the services or deliver the supplies forming the subject of the invitation to tender].*

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

- Turnover:
- Supplier's references
- Availability of material and essential equipment
- Experience of supervisory staff
- Manufacturer's authorisation
- Availability of spare parts
- After-sales service
- (It is important to avoid arbitrariness in determining qualification)

The details are shown in the bids evaluation grid. **Only bidders who presented a compliant administrative file and who obtained at least 70% shall be qualified to be awarded the contract**

**15. Award**

The Contracting Authority shall award the contract on the basis of the **lowest financial bid** to the bidder fulfilling the required technical and financial qualification criteria. The said bidder having previously obtained a technical mark of at least 70% of "yes" favourable opinion.

**16. Validity of offers**

Bidders will remain committed to their offers for [*Indicate the duration between 60 and 90 days]* from the deadline set for the submission of bids.

**17. Complementary information**

Complementary information may be obtained during working hours from General Secretariat of ELAK Council P.O. Box 13; Tel: 694 175 092

**18. Fight against corruption and malpractices**

To report any malpractices, incidents or acts of corruption, kindly call CONAC on the number 1517, the Authority in charge of Public Contracts (MINMAP) (SMS or call) on the numbers: (+237) ....., FEICOM on the number 8567 or the PO/DPO on the number: (237) 694 175 092

Done at ELAK on _____

**The Lord Mayor of ELAK Council**
**(Project Owner)**

Copy
- MINMAP;
- ARMP/NORTH-WEST;
- CHAIRPERSON /TENDERS BOARD BOARD/infos;
- FILE/ARCHIVES;
NOTICE BOARD

REPUBLIC OF CAMEROON
Peace – Work – Fatherland
MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT

NORTH-WEST REGION
---
OKU SUB DIVISION
---
ELAK - COUNCIL
---
ELAK - COUNCIL INTERNAL TENDERS' BOARD

REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie
MINISTERE DE LA DECENTRALISATION ET DU DEVELOPPEMENT LOCAL

REGION DU NORD-OUEST
---
ARRONDISSEMENT D'OKU
---
COMMUNE D'ELAK
---
COMMISSION INTERNE DE PASSATION DES MARCHES DE LA COMMUNE D'ELAK

# AVIS DE DEMANDE DE PRIX N° 09/RQ/MINDDEVEL/EC/ FEICOM/ECITB/NWR/2026 DU 21/10/2026 POUR L'ÉQUIPEMENT DE L'HÔTEL DE VILLE EN MOBILIER DE BUREAU ET EN MATÉRIEL INFORMATIQUE DANS LA COMMUNE D'ELAK, DÉPARTEMENT DU BUI, RÉGION DU NORD-OUEST

## (EN PROCÉDURE D'URGENCE)

## FINANCEMENT : BUDGET FEICOM ET COMMUNE D'ELAK, EXERCICE 2026

1. Objet de l'appel d'offres : Le Maire de la Commune d'Elak, Autorité Contractante, lance par la présente une Demande de Prix pour équiperl'Hôtel de Ville enmobilier de bureau et enmatérielinformatiquedans la Commune d'Elak, Département du Bui, Région du Nord-Ouest.

2. Nature des fournitures : Les services de ce marché comprennent notamment : la fourniture d'équipements, le transport, la manutention, l'installation et la réception, le cas échéant selon les indications de l'Autorité Contractanteou du Maître d'Ouvrage.

3. Délai de livraison : Le délai maximal accordé par le Maître d'Ouvrageou le Maître d'Ouvrage Délégué pour la livraison des fournitures objet de la présente consultation est de trois (03) moiscalendaires à compter de la date de notification de l'ordre de service de commencement des travaux.

4. Allotissement : Les fournituressontdiviséesen un lot unique.

5. Coût prévisionnel : Le coûtprévisionnel à l'issue des étudespréalablesest de 80 000 000 (Quatre-vingts millions) de FCFA toutes taxes comprises.

6. Participation et origine : La participation à cette Demande de Prix est ouverte à égalité de conditions à toutes les entreprises de catégorie C basées au Cameroun, à l'exclusion des entreprises sous le coup d'une suspension suite à la résiliation d'un marché, conformément au Code des Marchés Publics.

7. Financement : Les fournitures faisant l'objet de cette consultation seront financées par le budget du FEICOM et de la Commune d'Elak pour l'exercice 2026.

8. Consultation du dossier de consultation : Le dossier peut être consulté dès publication de cetavis, aux heures ouvrables, au Service des Marchés de la Commune d'Elak ou à la Délégation Régionale de l'Agence de Régulation des Marchés Publics (ARMP) pour le Nord-Ouest.

9. Acquisition du dossier de consultation : Le dossier peut être obtenu auprès du Service des Marchés de la Commune d'Elak contre versement d'une somme non remboursable de 100 000 (Cent mille) FCFA payable à la RecetteMunicipale de la Commune d'Elak. Lors du retrait du dossier, les soumissionnaires devront s'enregistrer en laissant leur adresse complète (Téléphone, E-mail, BoîtePostale, Fax, etc.). Toutefois, conformément aux dispositions du point 82 de la circulaired'application du Code des Marchés Publics, le soumissionnaire qui aura versé les fraisd'acquisition au trésor public en raison des difficultés rencontrées auprès de la recette municipale devra inclure dans son offre un constat d'huissier dûment établi et/ou une preuve de saisine du Maire, avec copie à l'autorité administrative locale, à l'ARMP, au MINMAP et au FEICOM, contrerécépissédaté et signé.

10. Remise des offres : Les offres rédigées en anglais ou en rançais, en7 (sept) exemplaires dont 1 (un) original et 6 (six) copies marqués comme tels, ainsi qu'une version électronique, devront être placées dans une enveloppe extérieures cellée et fermée, sans aucun signe distinctif sur l'identité du soumissionnaire, et déposées au Service SIGAMP de la Commune d'Elak au plus tard le 04/11/2026 à 10h00 (heure locale), avec la mention suivante :

DEMANDE DE PRIX N° 09/RQ/MINDDEVEL/EC/FEICOM/ ECITB/NWR/2026 DU 21/10/2026 POUR L'ÉQUIPEMENT DE L'HÔTEL DE VILLE EN MOBILIER DE BUREAU ET EN MATÉRIEL INFORMATIQUE DANS LA COMMUNE D'ELAK, DÉPARTEMENT DU BUI, RÉGION DU NORD-OUEST

(EN PROCÉDURE D'URGENCE)

(À n'ouvrirqu'en séance de dépouillement)

11. Cautionnement de soumission :Chaque soumissionnaire doit joindre à ses documents administratifs un cautionnement de soumissionémis par un établissement financier ouune institution agréée par le Ministre chargé des Finances (dont la liste figure dans le document 14 du Dossier de Consultation), d'un montant de 400 000 (Quatre cent mille) FCFA TTC, et valable jusqu'à 30 (trente) jours au-delà de la date initiale de validité des offres. L'absence ou la non-conformité du cautionnement émis par une banque de premier ordre ou un établissement financier agréé entraînera le rejet complet de l'offre. Un cautionnement sans rapport avec la consultation sera considéré comme absent. La garantie doit être fournie accompagnée d'un récépissé de versement émis par la Caisse des Dépôts et Consignations (CDEC). Encas de chèque bancaire ou certifié, celui-ci doit être établi à l'ordre de la CDEC pour le Maître d'Ouvrage et transmis par l'institution financière au moins 7 (sept) jours ouvrables avant la date d'ouverture des offres.

12 Recevabilité des offres : Sous peine de rejet, les pièces administratives requises doivent impérativement être produites en originaux ouen copies certifiées conformes par le service émetteur ou l'autorité administrative compétente (conformément au Règlement Particulier), datant de moins de 3 (trois) mois ou établies après la signature de l'Avis. Toute offre non conforme entraînera le rejetpur et simple de l'offre sans recours possible (notamment l'absence du cautionnement ou le non-respect des modèles). Les offres reçues après la date et l'heure limites de dépôt seront irrecevables. Les pièces administratives, techniques et financières doivent être placées dans des enveloppes séparées à l'intérieur d'une enveloppe scellée. Les enveloppes portant des signes distinctifs sur l'identité du soumissionnaire, reçues hors délai, non conformes au mode de soumission ou ne respectant pas le nombre d'exemplaires seront rejetées.

13. Ouverture des offres : L'ouverture des plis se feraen un temps dans la salle de conférence de la Commune d'Elak. L'ouverture des pièces administratives, techniques et financières aura lieu le 04/11/2026 à 11h00 par la Commission de Passation des Marchés du Maître d'Ouvrageou du Maître d'Ouvrage Délégué. Seuls les soumissionnaires peuvent assister à cette séance ous'y faire représenter par une personne unique dûment mandatée. Encasd'absenceou de non-conformité d'une pièce administrative lors de la séance d'ouverture, et après un délai de 48 heuresaccordé par la Commission, l'offre sera rejetée. *(Le lancement de la séance d'ouverture doit avoir lieu au plus tard une heure après l'heure limite de réception des offres fixée dans les dossiers.)*

14. Critèresd'évaluation :

- **Critères éliminatoires :** Ces critères fixent les conditions minimales à remplir pour être évalué sur les critères essentiels (pas de notation, le non-respect entraîne le rejet) :
  - Fausse déclaration ou document falsifié ;
  - Absence du certificat de catégorisation (C) ;
  - Non-conformité aux spécifications techniques majeures de la fourniture ;
  - Ne pas atteindre 70% des critères essentiels ;
  - Absence de prix unitaire quantifié ;
  - Non-conformité au modèle du dossier ;
  - Absence de prospectus accompagné des fiches techniques du fabricant ;
  - Absence d'agrément ou d'autorisation du fabricant, le cas échéant ;
  - Absence du cautionnement de soumission accompagné du récépissé de versement de la CDEC, conformément à la Lettre-Circulaire N° 000014/PR/MINMAP/CAB du 23 juillet 2025.
- **Critères essentiels :** Les critères essentiels permettent de juger de la capacité technique et financière des candidats. Ils portent notamment sur :
  - Chiffre d'affaires ;
  - Références du fournisseur ;
  - Disponibilité du matériel et des équipements essentiels ;
  - Expérience du personnel d'encadrement ;
  - Autorisation du fabricant ;
  - Disponibilité des pièces de rechange ;
  - Service après-vente. Les détails figurent dans la grille d'évaluation. Seuls les soumissionnaires présentant un dossier administratif conforme et ayant obtenu au moins 70% seront qualifiés pour l'attribution.

15. Attribution : L'Autorité Contractante attribuera le marché sur la base de l'offre financière la moinsdisante au soumissionnaire remplissant les critères de qualification technique et financière, et ayant préalablement obtenu une note technique d'aumoins 70% d'avisfavorables.

16. Validité des offres : Les soumissionnaires restent engagés par leurs offres pendant 90 jours à compter de la date limite fixée pour la remise des offres.

17. Informations complémentaires : Des informations supplémentaires peuvent être obtenues aux heures ouvrables auprès du Secrétariat Général de la Commune d'Elak (P.O. Box 13 ; Tél : 694 175 092).

18. Lutte contre la corruption et les malversations : Pour signaler toute malversation ou acte de corruption, veuillez appeler la CONAC au 1517, l'Autoritéen charge des Marchés Publics (MINMAP) (SMS ouappel) au (+237) ....., le FEICOM au 8567, ou le Maître d'Ouvrage / Maître d'Ouvrage Délégué au (+237) 694 175 092.

Fait à Elak, le _____

**LeMaire de la Commune d'Elak**

*(Maître d'Ouvrage)*

**Copie**

- MINMAP ;
- ARMP/Nord-Ouest /publication ;
- FEICOM/DPPP ;
- PRESIDENTE/CIPM/infos ;
- CHRONO/ARCHIVES ;
- AFFICHAGE.

# DOCUMENT N$^{O}$. 2:
# GENERAL REGULATIONS OF THE INVITATION TO TENDER

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# General Regulations of the invitation to tender

## A. General

### Article 1: Scope of offer

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

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

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

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

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

### Article 2: Financing

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

### Article 3: Ethical principles, fraud and corruption

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

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

i. Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;

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

iii. "collusive practices" mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition;

iv. "coercive practices" mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract;

v. Conflict of interest shall mean any situation in which the financial or personal interest of an agent or public entity is likely to compromise transparency in the award of public contracts.

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

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

**Article 4: Candidates allowed to compete**

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 The term "originate" shall qualify the country where the supplies are extracted, cultivated, produced, manufactured or transformed; or the country where a manufacturing, transformation or assembly of components process results in the obtention of a commercial article whose basic characteristics are substantially different from those of its components.

**Article 6: Qualification of bidder**

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

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

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

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

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

a. The bids must include all the information listed in article 6(1) above. The Special Regulations must specify the information to be furnished by the group and the information to be furnished by each member of the group;

b. The bid and the contract must be signed in a way that is binding on all members of the group;

c. The nature of the group (*joint or several*) must be specified and justified with the production of a joint venture agreement in due form;

d. The member of the group designated as the representative shall represent all the undertakings vis à vis the Contracting Authority in the execution of the contract.

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

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

## B. Tender File

### Article 7: Content of Tender File

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

| | |
|---|---|
| Document No. 1 | The letter of invitation to tender applicable to restricted invitations to tender |
| Document No. 2 | The tender notice in English and French signed by the Contracting Authority |
| Document No. 3 | The General Regulations of the invitation to tender |
| Document No. 4 | The Special Regulations of the invitation to tender |
| Document No. 5 | The Special Administrative Conditions; |
| Document No. 6 | The description of the supplies which includes:<br>- The list of the supplies and ancillary services;<br>- Technical specifications and for complex projects; |
| Document No. 7 | Schedule of unit and all-in prices |
| Document No. 8 | Schedule of detailed estimates |
| Document No. 9 | Schedule of sub-details of unit and all-in prices |
| Document No. 10 | Model contract; |
| Document No. 11 | Models to be used by bidders; |
| Document No. 12 | Justifications of preliminary studies to be filled by the Project Owner or Delegated Project Owner; |
| Document No. 13 | Dated and signed charter of integrity |
| Document No. 14 | Statement of commitment to respect of environmental, social, hygiene and security clauses; |
| Document No. 15 | Contractor's dated and signed occupational health and safety charter; |
| Document No. 16 | List of banking institutions and insurance companies authorised to issue public procurement guarantees in 2026. |

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

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

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

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

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

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

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

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

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

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

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

## C. Preparation of bids

**Article 10: Bidding fees**

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

**Article 11: Language of bid**

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

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

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

*a. Volume 1: Administrative file*

It includes:

i) all documents attesting that the bidder:

- proof of purchase of the tender file;
- has subscribed to all declarations provided for by the laws and regulations in force;
- paid all taxes, duties, contributions, fees or deductions of whatever nature;
- is not winding up or bankrupt;
- is not the subject of an exclusion order or forfeiture provided for by the law in force;

ii) The bid bond established in accordance with the provisions of article 19 of the General Regulations of the invitation to tender;

iii) the written confirmation empowering the signatory of the bid committing the bidder, in accordance with the provisions of article 6.1 the General Regulations of invitation to tender.

*b. Volume 2: Technical bid*

***b.1 Information on qualifications***

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

***b.2 Technical proposals***

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

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

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

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

1. The Special Administrative Conditions (SAC);

2. Technical specifications.

*c. **Volume 3: Financial bid***

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

1. The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;

2. The duly filled Schedule of unit and/or all-in prices;

3. The duly filled detailed estimates;

4. The sub-details of prices and/or breakdown of all-in prices;

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

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

**Article 13: Bid price**

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

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

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

a. For supplies manufactured in Cameroon:

i. Prices exclusive of taxes of supplies at the local level;
ii. Sales and other taxes collected on the supplies which will be due if the contract is awarded;
iii. The price of domestic transportation, insurance and other local services related to the delivery of the supplies up to their final destination

(project site) specified in the Special Regulations of the invitation to tender.

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

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

**Article 14: Currency of bid**

Prices shall be drawn in the CFA franc.

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

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

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

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

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

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

17.1 To establish the conformity of supplies and ancillary services of the Tender File, the bidder shall, within the scope of his bid, provide written proofs that the supplies conform to the technical specifications and standards mentioned in the Supplies Description.

17.2 These proofs may take the form of prospectus, drawings or data and include a detailed description of the main technical and performance characteristics of the supplies and ancillary services, demonstrating that they essentially correspond to the specifications and, where need be, a list of differences and reservations in relation to the provisions of the Supplies Description.

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

17.4 The standards which apply to the execution methods, manufacturing processes, equipment and materials as well as references to trademarks or catalogue numbers

specified by the Project Owner or Delegated Project Owner in the Quantity Schedule, delivery calendar and technical specifications are mentioned only for information and in no way have a restrictive character.

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

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

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

a) in the case where the bidder offers to deliver in execution of the contract, supplies which moreover he does not manufacture or produce, the said bidder is duly authorised by the manufacturer of these supplies to deliver them in Cameroon;

b) the bidder has the financial, technical and production capacity necessary to execute the contract;

c) the supplier has the relevant experience similar to that provided for in the Tender File.

**Article 19: Bid bond**

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

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

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

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

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

19.6 The bid bond may be seized:

a) if the bidder:

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

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

b) if the bidder retained:

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

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

**Article 20: Validity of bids**

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

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

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

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

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

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

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

## D. Submission of bids

### Article 22: Sealing and marking of bids

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

22.2 The external and internal envelopes :

a) should be addressed to the Contracting Authority at the address indicated in the Special Regulations;

b) should bear the name of the project as well as the subject and number of the invitation to tender indicated in the Special Regulations and the inscription

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

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

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

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

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

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

### Article 24: Late bids

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

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

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

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

25.2 The notification of modification, replacement or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of article 22 of the General Regulations. The withdrawal may equally be notified by telephone but should, in this case, be confirmed by a duly signed written notification whose date, post mark being authentic, must not be posterior to the time-limit set for the submission of offers.

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

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

## E. Opening of envelopes and evaluation of bids

### Article 26: Opening of envelopes and petitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Article 29: Conformity of bids**

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

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

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

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

b. which substantially limits and is not in conformity with the Tender File, the rights of the Contracting Authority or the obligations of the bidder in relation to the contract; or

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

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

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

**Article 30: Evaluation of technical bid**

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

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

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

**Article 31: Qualification of the bidder**

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

**Article 32: Correction of errors**

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

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

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

c) If there is a contradiction between the indicated price in letters and figures, the amount in letters shall be authentic, unless the amount is linked to an arithmetical error, in which case the amount in figures shall prevail subject to paragraphs a) and b) above.

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

32.3 If the bidder who presented the bid assessed as being the lowest bid does not accept the corrections, his bid shall be rejected and his bond may be seized.

**Article 33: Financial evaluation of bids**

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

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

a) the bid price, indicated according to the provisions of article 13 of the General Regulations;

b) adjustments made on the price to correct the arithmetical errors in application of article 32 of the General Regulations;

c) adjustments made on the price as a result of rebates offered in application of paragraph 13(4) of the General Conditions;

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

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

**Article 34: Comparison of bids**

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

## F. Award of the contract

### Article 35: Award of the contract

35.1 The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates.

35.2 If the invitation to tender has several lots, the lowest bid shall be determined by evaluating this contract in relation with the other lots to be awarded concurrently, by taking into consideration the rebates offered by the bidders in case of award of more than one lot, as well as their financial situation at the time of award.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Article 40: Signing of the contract**

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

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

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

**Article 41: Final Bond**

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

41.2 The bond whose rate varies between 2 and 5% of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment in accordance with the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.

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

41.4 Failure to produce the final bond within the prescribed time-limit shall likely cause the termination of the contract.

# DOCUMENT NO. 3:
# SPECIAL REGULATIONS OF THE INVITATION TO TENDER

## Special Regulations of the invitation to tender

This document must be filled by the Project Owner or the Delegated Project Owner and/or Contracting Authority before the publication of the Tender File. The following provisions which are specific to the supplies subject of the invitation to tender, supplement or where applicable, specify the provisions of the General Regulations of the invitation to tender. The numbers in the first column refer to the corresponding article of the General Regulations.

*[Instructions to supplement the Special Regulations of the invitation to tender are furnished, where need be, by notes in italics with reference to the corresponding articles of the General Regulations].*

| | General |
|---|---|
| **1.** | Definition of supplies<br>**TO EQUIP THE ELAK COUNCIL TOWN HALL WITH OFFICE FURNITURE AND COMPUTER EQUIPMENT IN ELAK COUNCIL AREA, BUI DIVISION OF THE NORTH WEST REGION** |
| **1.1** | Name and address of Contracting Authority : THE LORD MAYOR, ELAK COUNCIL<br>Reference of the invitation to tender: |
| **1.2** | Delivery deadline: 3 months |
| **2.1** | Source of financing: The works, subject of this Invitation to Tender shall be financed by the **FEICOM /ELAK** Budget, 2026 financial years.<br><br>Name of project: **TO EQUIP THE ELAK COUNCIL TOWN HALL WITH OFFICE FURNITURE AND COMPUTER EQUIPMENT IN ELAK COUNCIL AREA, BUI DIVISION OF THE NORTH WEST REGION** |
| **4.1** | List of pre-qualified candidates, where applicable: |
| **4.2** | Criteria |
| **5.1** | Criteria of origin of supplies |
| **6.**<br>**6.1** | Bidder's qualification (see corrections on the tender notice)<br>*[The following qualification criteria should be decided and specified in relation to the nature and scope of the supplies to be done, for information only]*:<br>- Turnover:<br>- Supplier's references<br>- Availability of material and essential equipment<br>- Experience of supervisory staff<br>- Manufacturer's authorisation<br>- Availability of spare parts<br>- After-sales service<br>The non respect of X number of criteria (X being greater than or equal to 1) leads to the elimination of the bid.<br>(It is important to avoid arbitrariness in determining qualification) |
| **6.2** | In case of a group of suppliers |
| **11.** | Language of bid: English or French |
| **12.1** | The list of documents on qualification referred to article 12 of the General Regulations must be supplemented and grouped in three volumes inserted respectively in internal envelopes and detailed as follows:<br>**Envelope A- Volume 1 Administrative file**<br>The administrative file should contain the following documents after 48h<br>a. The declaration of the intention to bid, (according to the attached model);<br>b. An attestation of solvency established by a Court of First Instance or any other |

document established by the competent institution of the place of residence of the bidder dating less than three (3) months preceding the date of submission of offers.

c. An attestation of the bidder's domiciliary bank issued by a bank approved by the Ministry in charge of finance, except otherwise provided for by the funding agreement.

d. A receipt of purchase of the Tender File.

**e.** The bid bond (according to the attached model) of an amount of **Four Hundred Thousand (400,000) fcfa obtained from a first class bank or an insurance company approved by the Ministry of Finance**

f.A Certificate of Non Exclusion from public contracts issued by the Director General of ARMP.

g. A Clearance Attestation signed by the Director General of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.

h. A Tax Clearance Certificate signed by the Director General of Taxes stating that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.

i. A receipt from CDEC backing bid bond with the same amount

**Envelope B- Volume 2: Technical bid**

**b.1 Information on qualification**

- Proof of having executed two (02) similar contracts during the last five (05) years, with amounts of the said contracts, coordinates of officials of the projects or Project Owners as well as justificatory documents (copies of the first and last pages of contracts or jobbing orders, delivery slips signed by the Project Owner, minutes of acceptance certifying to the proper execution of these contracts);

- **b.2 Technical proposals:** Description of the organization of worksite and methods of execution of works with technical details
- The planning (schedule of the supplies)
- Site visit attestation and report
- Environmental protection
- Security measures on site
- Sources and quality of materials
- Appropriate technical specifications

*That is, Methodological approach and relevance of proposed solutions as well as work planning and schedule.*

**b.3 Delivery deadline:** the delivery deadline shall ninety calendar days (03 months)

**b.4 Proofs of acceptance of conditions of the contract:** The bidder should submit copies of duly initialled administrative and technical documents governing the contract, namely:

a) The Special Administrative Conditions (SAC);

| | |
|---|---|
| | b) The Technical Specifications (TS).<br>**Envelope C. Volume 3: Financial bid**<br>It includes all the elements that help in justifying the cost of services namely:<br>c.1 The bid proper, generally prepared according to the attached model, stamped at the prevailing rate and dated;<br>c.2 The duly filled unit and/or all-in price Schedule;<br>c.3 The duly filled bill of quantities and detailed estimates;<br>c.4 The sub-details of unit prices and/or breakdown of all-in a prices.<br>To this effect, bidders should use the documents and models provided for in the Tender File, subject to the provisions of article 19(2) of the General Regulations concerning the other possible forms of bid bond.<br>***N.B** The various parts of the same file must obligatorily be separated by colour dividers both in the original and in the copies in a way as to facilitate examination.* |
| | **Bid price and currency** |
| **13.1** | The price of this contract shall be fixed. |
| **13.2** | **Currency of bid**<br>Prices shall be drawn in the following currencies: francs cfa |
| **14.** | Currency of country of Contracting Authority: francs cfa |
| **15.2 & 15.3** | Period of functioning of the supplies: **Three Months** |
| **17.3** | The price of this contract shall be fixed. |
| | **Preparation and submission of bids** |
| **19.1** | **Amount of the bid bond**: Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment or an insurance company approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount of **Four Hundred Thousand (400,000)** *francs CFA,* and valid for sixty (60) days beyond the date of validity of bids |
| **20.1** | **Period of validity of bids**: The period of validity of bids is 60 days from the date of submission of offers |
| **21.1** | **The number of copies of the bid which must be filled and sent**: Seven (7) copies, that is one (01) original and six (06) copies labelled as such. These shall be submitted in one sealed pack containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical file and Envelope C: Financial file |
| **22.2** | **Address of the Contracting Authority to be used for the submission of bids**: ELAK Council Service of award in charge of the award of contracts<br>**Number of the REQUEST FOR QUOTATION N$^{O}$ 09/RQ /MINDDEVEL/EC/FEICOM/ ECITB/NWR/2026 OF 21/10//2026 TO EQUIP THE ELAK COUNCIL TOWN HALL WITH OFFICE FURNITURE AND COMPUTER EQUIPMENT IN ELAK COUNCIL AREA, BUI DIVISION OF THE NORTH WEST REGION (THROUGH EMERGENCY PROCEDURE)**<br>***(To be opened only during the bids opening session)*** |
| **23.1** | **Date and time-limit for submission of bids:** The sealed pack shall bear no information about the company and shall reach Elak Council Service in charge of the award of contracts not later than on the 04/11/2026 at **10am** local time |
| **26.1** | Venue, date and time of opening of bids: The offers shall be opened in a single phase, in the conference hall of the ELAK Council on the 04/11/2026 at **11am**. |

| Award of the contract | |
|---|---|
| **43.1 and 43.2** | The final bond shall be set at . It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days from the date of notification of the contract. |

**EVALUATION GRID FOR TECHNICAL BIDS**
**ESSENTIAL CRITERIA**
**COMPANY:** _____

**REQUEST FOR QUOTATION**
**N° 09/RQ /MINDDEVEL/EC/FEICOM/ ECITB/NWR/2026 OF 21/10//2026 TO EQUIP THE ELAK COUNCIL TOWN HALL WITH OFFICE FURNITURE AND COMPUTER EQUIPMENT IN ELAK COUNCIL AREA, BUI DIVISION OF THE NORTH WEST REGION**
**(THROUGH EMERGENCY PROCEDURE)**

**FINANCING: FEICOM /ELAK BUDGET: 2026 FISCAL YEARS**

**EVALUATION GRID**

| Form No. | BIDDER: | Telephone: | |
|---|---|---|---|
| **A** | **TECHNICAL PROPOSALS (on 4 criteria)** | **YES** | **NO** |
| A.1 | Description of the organization of worksite and methods of execution of works with technical details | | |
| A.2 | The planning (schedule of the of the supplies) | | |
| A.3 | Site visit attestation and report | | |
| A.4 | Measures taken to protect the site environment, hygiene and safety | | |
| A.5 | Project's organisational chart | | |
| A.6 | Code of Conduct (ESHS) | | |
| A.7 | Management strategies and ESHS risks management implementation plans | | |
| A.8 | Sources and quality of materials | | |
| A.9 | Appropriate technical specifications | | |
| **TOTAL A** | **TOTAL FOR TECHNICAL PROPOSALS** | **..... on 9** | |
| **B** | **ACCEPTANCE OF THE CONTRACT'S CONDITIONS ( on 3 criteria)** | **YES** | **NO** |
| B.1 | Special Technical Clauses initialled and signed | | |
| B.2 | Special Administrative Clauses initialled and signed | | |
| B.3 | Dated and signed charter of integrity | | |
| B.4 | Environmental, Social, Hygiene and Safety Clauses initialled and signed | | |

| | | | |
|---|---|---|---|
| B.5 | Contractor's dated and signed occupational health and safety charter; | | |
| **TOTAL B** | **TOTAL FOR ACCEPTANCE OF CONTRACT CONDITIONS** | ..... | **on 5** |
| **C** | **GENERAL PRESENTATION OF THE BID (on 2 criteria)** | **YES** | **NO** |
| C.1 | Legibility of the bid | | |
| C.2 | Coloured binder and dividers | | |
| **TOTAL C** | **TOTAL FOR GENERAL PRESENTATION OF THE BID** | ..... | **on 2** |
| **D** | **FINANCIAL SITUATION** | | **4 marks** |
| D1 | Unit Price Schedule | | 1 mark |
| D2 | Bill of Quantities and Cost Estimate | | 1 mark |
| D3 | Sub Detail of Unit Prices | | 1 mark |
| D4 | Bidder's Financial Proposal | | 1 mark |
| **TOTAL D** | **TOTAL FOR FINANCIAL SITUATION** | | **4 marks** |
| | | | |
| **SUMMARY** | | | |
| **A** | **TOTAL A** | | **on 09** |
| **B** | **TOTAL B** | | **on 05** |
| **C** | **TOTAL C** | | **on 02** |
| **D** | **TOTAL D** | | **on 04** |
| | **OVERALL TOTAL** | | **on 20** |
| | | | |
| | **DECISION (QUALIFIED FOR FIANCIAL EVALUATION/ ELIMINATED):** | | |

**THE BIDDER SHALL MEET AT LEAST 70% OF THE ESSENTIAL CRITERIA TO BE ELIGIBLE FOR FINANCIAL EVALUATION**

# DOCUMENT NO. 4:
# SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

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# THE SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

## Chapter I
## General

**Article 1: Subject of tender**

1.1 Subject of contract; To equip the Town Hall and the annex building with office furniture and computer equipment in ELAK Council, Bui Division of the North West Region.

The subject of this contract is to equip the Town Hall and the annex building with office furniture and computer equipment in ELAK Council, Bui Division of the North West Region. to *ELAK Council* according to the characteristics defined in the technical specifications and the quantities defined in the estimates.

1.2 Nature of services The supplies to be carried is To equip the Town Hall and the annex building with office furniture and computer equipment in ELAK Council, Bui Division of the North West Region

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

The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates.

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

3.1 *General definition (cf. Code)*:

- **The Contracting Authority** shall be the Mayor of ELAK Council. He awards the contract, ensures the preservation of originals of said Jobbing Order documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation through the focal point designated to this effect.
- The Project Owner shall be the Mayor of ELAK Council. He/She represents the beneficiary administration of the services.
- The Authority in charge of the effective provision of the services is the Ministry in charge of Public Contracts.
- **The Contract Engineer** shall be The **Divisional delegate of state Property for Bui**. Division. He shall be responsible for the technical monitoring of the contract
- The Project Manager for this contract is the **Council Development Officer for Elak Council**.

**3.2. Security**

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

- The authority in charge of ordering payment shall be the Lord Mayor of ELAK Council
- The authority in charge of the clearance of expenditures shall be the General Manager of FEICOM
- The body or official in charge of payment shall be the Accountant of FEICOM
- The official competent to furnish information within the context of execution of this Jobbing Order shall be the Lord Mayor of ELAK Council

- The Attributions of the Project Manager is to the control mission in charge of control and supervision of the works, who examines, verifies, testifies and approves the quality and quantity of all works executed. In consequence, he is qualified to prescribe all the dispositions that he judges necessary and confirms all the works well done. He works in collaboration with the Contract Manager.

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

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

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

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

5.1 The supplies done in execution of this contract shall be in conformity with the standards laid down in the Technical Specifications and where no standard is mentioned, to the authoritative standard on the issue and applicable in Cameroon; this standard shall be the most recent standard approved by the competent authority.

5.2 The supplier shall study, execute and guarantee the supplies and services of this contract by taking into consideration the best practices in Cameroon for operations of similar technology.

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

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

;

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

**Article 7: General instruments in force**

This contract shall be governed by the following general instruments:

1. Law No. 96/12 of 5 August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency (and its various implementing texts) amended and supplemented by Decree No. 2012/076 of 8 March 2012;

5. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
6. Decree No. 2018/366 of 20 June 2018 on the Public Contracts Code and its various implementing texts;
7. Decree No. 2012/075 of 8 March 2012 to organize the Ministry in charge of Public Contracts;
8. Order No. 0203/A/MINMAP of 3 July 2020 establishing the Regional Public Contracts Commissions;
9. Letter N°004466/L/MINMAP/CAB of 03 July 2020 to municipal magistrates relating to transitional measures following the publication of a new Public Contracts Code;;
10. Letter N°004465/L/MINMAP/CAB of 03 July 2020 to the Departmental Delegates of the Ministry of Public Contracts relating to transitional measures following the publication of a new Public Contracts Code;
11. Letter N°004464/L/MINMAP/CAB of 03 July 2020 to the Regional Delegates of the Ministry of Public Contracts relating to transitional measures following the publication of a new Public Contracts Code;
12. Letter N°004479/L/MINMAP/SG/DAJ/CRL/CEA2 of 03 July 2020 on the establishment of Internal Contracts Commissions;
13. Circular letter No. 0005/LC/MINMAP/CAB of 3 July 2020 specifying the transitional measures to be observed following the signature and publication of Decree No. 2018/366 of 20 June 2018 on the Public Contracts Code;
14. Order No. 0204/A/MINMAP/of 3 July 2020 establishing internal Contracts commissions for Urban Communities, Municipalities and District Municipalities;
15. Circular No. 001/CAB/PR of 19 June 2012 on the award and control of the execution of Public Contracts
16. Letter N 00908/MINTP/DR dated 1997 from the Ministry of Public Works publishing guidelines for taking into account environmental impacts in road maintenance;
17. Circular No. 0001677/C/MINFI of 31 December 2025 on Instructions on the Execution of Finance Laws, the monitoring and control of the execution of the Budget of the State, Public Enterprises and Institutions, Decentralized Territorial Communities and Other Subsidized Organizations, for the 2026 Fiscal Year;
18. Unified Technical Documents (DTU) for building works;
19. Applicable standards;
20. The Financing Agreement between FEICOM and the Municipality, signed and registered marking the guarantee of financing of the project to be carried out;
21. Other texts specific to the domain concerned by the contract.
22. Other instruments specific to the domain concerned in the contract.

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

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

a. In the case where the contractor is the addressee: beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Contract Manager and immediately after delivery of the supplies, correspondences shall be validly addressed to the *[to the specified]* council, chief town of the Region in which the supplies were done;

b. In the case where the Project Owner the addressee:
Mr./Madam [*to be specified*] with a copy addressed to the Contract Manager, Project Manager and Contract Engineer, where need be.

c. In the case where the Contracting Authority is the addressee:
Mr./Madam (specify) with a copy addressed within the same deadline to the Project Owner, Contract Manager, Engineer Project Manager, where necessary.

8.2 The supplier shall address all written notifications or correspondences to the Project Owner, with copies to the Contracting Authority, Project Manager and the Contract Manager

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

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

9.1 The Administrative Order to start execution of supplies shall be signed by the Contracting Authority and notified to the supplier by the his services with copies to the Project Owner, Contract Manager, the Engineer, Project Manager and Payment Body.

9.2 On the proposal of the Project Owner, Administrative Orders with incidence on the objective, amount or supply deadline shall be signed by the Contracting Authority and notified to the supplier by his services with a copy to the Project Owner, Contract Manager, Engineer, Project Manager and Paying Body. The prior endorsement of the Payment Body shall possibly be required for those with an incidence on the amount.

9.3 Administrative Orders of a technical nature linked to the normal progress of the supplies shall be signed directly by Contract Manager and notified to the supplier by the Engineer or Project Manager and a copied to the Contracting Authority.

9.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the supplier by Contract Manager and copied to the Contracting Authority, Engineer and Project Manager.

9.5 Administrative Orders for suspension or resumption of supplies for reasons of the weather or other cases of force majeure shall be signed by the Contract Manager upon the proposal of the Project Manager and notified to the supplier by the Engineer (as per type of supplies).

9.6 With regard to Administrative Orders signed by the Contracting Authority and notified by the Project Owner, notification must be done within a **maximum deadline of 30 days** from the date of transmission by the Contracting Authority to the Project Owner. **Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner and proceed to carry out the said notification.**

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

10.1 (*Specify if the contract has one or several phases and conditions for notification of each of the phases*). At the end of each phase, the Project Owner shall accept the services and issue an attestation of proper execution to the supplier. This attestation shall condition the following conditional phase.

10.2 The deadline for notification of the Administrative order to start supplies of a conditional phase shall be *(specify)*.

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

11.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the supplier shall have himself replaced by a member of staff of equal competence (qualifications and experiences) or by equipment of similar performance and in good working order.

11.2 In any case, the lists of equipment and supervisory staff to be used shall be subject to the approval of the Project Manager within ____ days of the notification of the Administrative Order to start execution. The Project Manager has ____ days to notify his opinion in writing with a copy to the Contract Manager. Beyond this time-limit, these lists shall be considered as approved.

11.3 Any unilateral modification on the proposed equipment and supervisory staff made in the technical bid prior to and during the execution shall be a reason for termination of the contract as mentioned in article 34 below or application of penalties (specify).

11.4 The supplier shall use the appropriate equipment in the proper execution of the project according to the rules of article 10(5). Any modification must be made known to the Contracting Authority.

## Chapter II: Financial conditions

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

***12.1 Final bond***

The final bond shall be set at _____ *[between 2 %]* of the amount of the contract, inclusive of all taxes.

It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days from the date of notification of the contract.

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

***12.2 Performance bond***

The retention fund shall be set at _____ *[10 % maximum]* of the amount of the contract, inclusive of all taxes.

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

***12.3 Guarantee of start-off advance***
*[Specify, if need be, the rates and conditions of the return of the start-off guarantee (maximum 30% of the amount inclusive of all taxes and guaranteed at 100%]*

### Article 13: Amount of the contract

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

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

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

The Project Owner shall pay the sums in CFA francs (*amount in figures and letters exclusive of taxes*) due by transfer into account No. _____ opened in the name of the supplier in _____ bank.

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

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

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

15.2 Price updating modalities (where need be)

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

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

*[Valid for supplies of equipment involving construction deadlines]*

The prices on the unit price schedule shall be revisable by application of the following formula:

- In the case of revision (insert)
- In the case of updating (insert)

*[insert the formula and define the parameters and indices to be applied].*

For each parameter, the index "0" indicates the "basic value" on the date of the month preceding that of the opening of bids.

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

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

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

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

18.1 The Project Owner *[shall (not)]* grant a start-off advance *[should not exceed 30% of the amount of the contract]*.

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

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

**19,1 Establishment of works executed**

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

**19,2 Monthly detailed account**

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

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

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

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

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

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

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

- Record of works carried out:

At the end of every month, the contractor and the Project Manager shall draw a joint statement

summarizing and setting the quantities achieved and recorded for each heading of the Price list during the month and which may give right to payment.

- Monthlyaccount

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

- End of work account

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

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

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

- General and final account

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

- the final account;

- the final payment;
- the summary of monthly accounts.

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

- **Payment of works :**

Payment shall be done by the General Manager of FEICOM after receiving accounts drawn up by the Contract Engineer and signed by the Mayor bearing the visa of the Service of Follow up of Projects and investments of FEICOM upon presentation of an account drawn up by the contracting partners in two (02) copies including the stamped original copy.

Each request for payment shall include the following documents:

**A. Common documents**

1. The Mayor's payment request addressed to the General Manager of FEICOM,
2. The Funding agreement between the General Manager of FEICOM and the Municipality within the framework of the project for which payment is requested;
3. FEICOM's Notice of Approval to the Company's contract;
4. The original contract (s), the jobbing order or the purchase recorded for the start off advance or the first bill and the photocopy of the contract for the following ones,
5. The original copy of the registered receipt for the start off advance or the first bill and photocopies for the others;
6. The Tax Notice,
7. The report of work executed, for partial provisional acceptance, general provisional acceptance or final acceptance of works signed by at least two-thirds (2/3) of the members of they commission including the President,
8. The bill (start off advance or partial or final or holdback) stamped and signed by all the stakeholders (the contractor, the project manager, the contract Engineer and Manager, and liquidated on the back by the Project Owner),
9. The validated attestation of **non-indebtedness**,
10. The valid original copy of the attestation of Bank Account (not more than three months),
11. The original copy of the certificate of non-exclusion from Public Contracts (only fur purchase);
12. A photocopy of the company's civil liability insurance including the photocopy of all site risk insurance (only for works of contractors) - **Except holdback**,
13. A photocopy of the final bond **- Except holdback,**
14. The delivery note signed by the contractor and the vote holder, or delivery note or the attestation of service signed by the Manger or the vote holder, or the attachments signed by the appointed members in accordance with the contractual provisions,
15. A photocopy of the warranty certificate of at least six months for the equipment requiring maintenance,

**B. Documents specific to request for the** start-off advance **payment;**

1 The original copy of the start-off advance deposit or **Guarantee of start-off advance**
2 Notice of approval of the plan of works Execution,
3 The plan of Works Execution.

**C. Documents specific to request for payment of bill No 1;**

1 The Service order to start works,
2 The project Managers Activity report.

**D. Documents specific to request for partial payments;**

1 The detailed works Execution or services rendered stamped and signed by the contractor, the Project Manager or the contract Engineer;
2 The Minutes of works executed.

**E. Documents specific to request for final bill payment requests;**

1 The final detailed works Execution or services rendered stamped and signed by the contractor, the Project Manager or the contract Engineer;

2 The As-Built plans of the infrastructures (for works contractors) and the final inspection report (the Project Managers),

3 The original copy of the general provisional acceptance or technical acceptance of works report.

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

1 The original copy of the final acceptance of works report.

2 The original copy of the certificate of release of retention signed by the Project Owner,

**Article 20: Interest on overdue payments (Article 20 of GAC)**

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

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

**A. Penalties for daly**

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

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

b. *One thousandth (1/1000$^{th}$) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30$^{th}$ day.*

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

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

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

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

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

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

- Taxes and dues relating to industrial and commercial profits, including the IAR which is a deduction on company taxes;
- Registration dues in accordance with the Tax Code;
- Dues and taxes attached to the execution of services provided for in the contract;

i) Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);

ii) Council dues and taxes;

iii) Dues and taxes relating to the extraction of building materials and water.

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

All taxes inclusive prices means VAT included.

**Article 23: Stamp duty and registration of contracts (article 11 of GAC)**
Seven (7) original copies of the contract shall be stamped by and at the cost of the supplier, in accordance with the applicable regulations.

## Chapter III
## Execution of services

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

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

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

25.1 The place of delivery shall be *[Elak Council Complex].*
25.2 The delivery deadline of the services forming the subject of this contract shall be three (03) months.
25.3 This deadline shall run from the date of notification of the Administrative Order to start execution *[or that fixed in this Administrative Order- to be specified].*

**Article 26: Role and responsibilities of the supplier (GAC supplemented)**
The mission of the supplier shall be to ensure the supply of goods as described in the Technical Specifications under the control of the Project Manager and in conformity with this contract and the applicable rules and standards.

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

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

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

**Article 28: Trials and related services (article 28 of GAC)**
*[Where need be, specify the special provision]*
Especially relating to:

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

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

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

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

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

- *a sufficient stock of spare parts.*

## Chapter IV: Acceptance

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

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

a) *Copy of the supplier's bill describing the supplies indicating their quantities, prices and total amount;*
b) *Notification of the delivery;*
c) *Certificate of guarantee by the manufacturer or supplier;*
d) *Certificate of origin.*

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

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

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

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

| | | |
|---|---|---|
| 1. | The Project Owner or his representative. | Chairma |
| 2. | The General Manager of FEICOM or his representative | Member; |
| 3. | The C/SSCI of FEICOM NORTH-WEST Agency | Member; |
| 4. | The Contract Manager | Member |
| 5. | The MINMAP/Bui or representative | OBSERVER |
| 6. | The Contract Engineer | Rapporteur |
| 7. | The Project Manager | Member |
| 8. | The supplier, | Member. |

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

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

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

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

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

31.3 Indicate if partial acceptance is provided for.

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

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

*[Indicate the list of the documents to be furnished within a time-limit of 30 days after provisional acceptance].*

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

33.1 The guarantee period shall be *[to be specified]* to run from the date of the provisional acceptance of the supplies.

33.2 During the guarantee period, the supplier shall be bound to *[specify the supplier's obligations during the guarantee period]*

**Article 34: Final acceptance (article 48 of GAC)**

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

34.2 The Project Manager [shall *(not)*] a be member of the commission.

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

34.4 The final acceptance shall mark the end of the contract and shall release the Project Manager of all obligations. The joint signature of the final detailed account by the Project Owner and the supplier shall definitely end the contract.

## Chapter V

## SUNDRY PROVISIONS

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

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 57, 58 and 59 of the GAC especially in cases of:

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

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

*[Specify the special provisions, where need be].*

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

Differences or disputes born out of the execution of this contract may be the subject of amicable solution. Where no amicable solution can be found to a dispute, it shall be brought before the competent Cameroonian jurisdiction, subject to the following provisions: *[to be filled, where need be].*

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

Twenty (20) copies of this contract shall be produced at the cost of the supplier and furnished to the Contract Manager.

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

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

(See coherence with the General Administrative Conditions)

# DOCUMENT NO. 5:
# DESCRIPTION OF THE SUPPLY

## Note on the preparation of the description of the supply

### Technical specifications

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

1. The TS require that all supplies as well as the materials that make them up be new, unused, be the recent or current model and that they include all the improvements in issues of conception and materials, except the contract stipulates otherwise.

2. The TS take into account practices considered as being the best by experience. The use of specifications prepared in the same country and applied to the same sector may constitute a safe base to prepare the TS.

3. The use of the metric system is highly recommended.

4. The standardisation of TS may have advantages and depends on the complexity of the supplies and the repetitive nature of the award of contracts under consideration. The TS must be sufficiently general to avoid creating difficulties in use by the labourers of the materials, equipment generally used in the manufacture of similar supplies.

5. The standards in terms of equipment, materials and labour specified in the tender documents should not have an exclusion character. As far as possible, international standards must be used. References to trade marks, catalogue numbers or other details which circumscribe the materials or articles to a particular manufacturer must, as far as possible, be avoided. Where inevitable, such description of an article must always include the inscription "or equivalent in substance".

6. The TS describe in detail the requirements concerning, among others, the following aspects:
a) Standards required concerning materials and manufacturing and production of supplies;
b) Details concerning tests (type and number);
c) Complementary ancillary services necessary to ensure delivery/execution in due form;
d) Detailed activities borne by the bidder, possible participation of the buyer in these activities;
e) List of functioning guarantees (details) covered by the Guarantee and details concerning the applicable damages in case of the non-respect of this functioning guarantees.

7. TS specify the main technical and functioning characteristics required as well as the other requirements such as the guaranteed maximum or minimum values, as the case may be. If necessary, the Contracting Authority includes an ad hoc formula (document attached to the tender letter) in which the bidder furnishes the detailed information on the acceptable values or guarantees of the functioning guarantees.

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

## Technical specifications

The aim 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:

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

9. The TS require that all supplies as well as the materials that make them up be new, unused, be the recent or current model and that they include all the improvements in issues of conception and materials, except the contract stipulates otherwise.

10. The TS take into account practices considered as being the best by experience. The use of specifications prepared in the same country and applied to the same sector may constitute a safe base to prepare the TS.

11. The use of the metric system is highly recommended.

12. The standardisation of TS may have advantages and depends on the complexity of the supplies and the repetitive nature of the award of contracts under consideration. The TS must be sufficiently general to avoid creating difficulties in use by the labourers of the materials, equipment generally used in the manufacture of similar supplies.

13. The standards in terms of equipment, materials and labour specified in the tender documents should not have an exclusion character. As far as possible, international standards must be used. References to trade marks, catalogue numbers or other details which circumscribe the materials or articles to a particular manufacturer must, as far as possible, be avoided. Where inevitable, such description of an article must always include the inscription "or equivalent in substance".

14. The TS must describe in detail the requirements concerning, among others, the following aspects:

    d) Standards required concerning materials and manufacturing and production of supplies;

    e) Details concerning tests (type and number);

    f) Complementary ancillary services necessary to ensure delivery/execution in due form;

    d) Detailed activities borne by the bidder, possible participation of the buyer in these activities;

e) List of functioning guarantees (details) covered by the Guarantee and details concerning the applicable damages in case of the non-respect of this functioning guarantees.

15. TS specify the main technical and functioning characteristics required as well as the other requirements such as the guaranteed maximum or minimum values, as the case may be. If necessary, the Contracting Authority includes an ad hoc formula (document attached to the tender letter) in which the bidder furnishes the detailed information on the acceptable values or guarantees of the functioning guarantees.

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

*[If a summary of the TS must be furnished, the Project Owner should include the information in the table below. The bidder shall prepare a similar table showing that the conditions were fulfilled.]*

"Summary of Technical Specifications":

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

| **Articles** | **Names of supplies or ancillary services** | **Applicable technical specifications and standards** |
|---|---|---|
| *[Insert the number of the article]* | *[ Insert the name]* | *[Insert the TS and standards]* |
| | | |
| | | |

Detailed technical specifications and standards, if necessary.

## 1. List of supplies and delivery calendar

*(The Project Owner fills this table except for the column "delivery date offered by the bidder" which is filled by the bidder. The list of articles must be identical to that which appears in the price schedule)*

| Article No. | Description of supplies | Quantity (Number of units) | Unit | Site (project) or final destination as indicated in the special regulations | Delivery date (according to Incoterms) | | |
|---|---|---|---|---|---|---|---|
| | | | | | Earliest delivery date | Latest delivery date | Date de livraison offerte par le Soumissionnaire [*à indiquer par le Soumissionnaire*] |
| | *[Insert description of supplies]* | *[insert quantity of articles to be furnished]* | *[insert unit of measure]* | *[insert place of final delivery according to the special regulations]* | *[insert date]* | *[insert date]* | *[insérer la date offerte par le Soumissionnaire]* |
| | | | | | | | |
| | | | | | | | |
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| | | | | | | | |

## 2. List of ancillary services and delivery calendar

*[This table is filled by the Project Owner. The date of supplies of services must be realistic and coherent with the delivery dates (according to Incoterms)*

| Article No. Service | Description of Service | Quantity[1] | Physical unit | Site or place where services must be executed | Final date of delivery of service |
|---|---|---|---|---|---|
| *[insert number of services* | *[insert description of the service]* | *[insert number of articles to be furnishedr]* | *[unit of measure]* | *[place of delivery of service]* | *[insert date]* |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

[1] If applicable

# DOCUMENT NO. 6:
# ENVIRONMENTAL, SOCIAL, HYGIENE AND SAFETY SPECIFICATIONS

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## CHAPTER 1: GENERAL PROVISIONS

These clauses are intended to assist the Project Owner and/or contractors responsible for works execution to integrate requirements aimed at optimizing the protection of the environment and the socio-economic environment.

These provisions apply to all activities likely to generate environmental and social impacts. The Contractor shall comply with all applicable environmental laws and regulations in force in the country. In the daily organization of the works, the Contractor shall take all appropriate measures to minimize environmental impacts by applying the contract provisions and ensuring that its personnel, subcontractors, and employees also comply with and apply them.

### 1.1 Execution Program

The Contractor shall prepare and submit for approval by the Engineer a detailed environmental and social management program including the following:

**a. Site Environmental Management Plan (PGEC)**

The Contractor shall submit a Site Environmental Management Plan (PGEC) within 60 days from the notification of the contract. The PGEC shall be approved by the Engineer within 20 days and shall include at least:

- Organizational chart of environmental staff, including the project environmental officer;
- Water management and sanitation plan.

**b. Site Environmental Protection Plan (PPES)**

The Contractor shall prepare and submit a detailed Site Environmental Protection Plan (PPES) covering site installation and material extraction areas. It shall include:

- Site layout and location map at appropriate scale;
- Methods for preventing pollution, fire risks, and road accidents;
- Sanitary facilities and emergency access for local populations;

**c. Waste Management and Disposal Plan (PGED)**

The Contractor shall prepare a Waste Management and Disposal Plan within 60 days of notification of the contract. It shall identify all waste likely to be generated and specify collection, storage, transport, and disposal methods. It shall include:

- Methods to minimize material mixing and promote reuse;
- Transport and disposal locations;
- Monitoring and control procedures;
- On-site reuse plan and management of surplus materials.

### 1.2 Site Safety

The Contractor shall comply with national health and safety regulations. A medical service shall be established at the base camp according to workforce size. A safety officer shall ensure maximum safety for workers and surrounding populations.

### 1.3 Access to Community Infrastructure

The Contractor shall implement appropriate measures to ensure continuity of access to existing community infrastructure.

### 1.4 Site Logbook

The site logbook shall record all incidents or accidents with environmental or social impacts, as well as corrective actions taken.

---

### 2.5 Hygiene, Cleanliness and Pollution Control

The Contractor shall:

- Properly manage hazardous and biomedical waste;
- Prohibit dumping of waste on site;
- Prevent pollution of soil and water;
- Control dust and noise emissions;
- Properly store hazardous substances;
- Avoid obstruction of natural drainage.

### a. Flora and Fauna Protection

Vegetation outside the construction area shall be preserved. Damaged vegetation must be restored at the Contractor's expense.

### b. Awareness and Sensitization

Workers and communities shall be sensitized on environmental, social, and health risks.

### c. Worker Protection

Workers shall be equipped with PPE appropriate to their tasks.

## CHAPTER 3: REGULATIONS

The Contractor shall obtain all required permits and comply with all applicable laws.
Failure to comply may result in penalties, withholding of guarantees, or contract termination.
The Contractor shall restore the site at the end of works and remove all equipment and waste.

## CHAPTER 4: MINIMUM CONTENT OF THE CODE OF CONDUCT

The Code of Conduct shall reflect risks and mitigation measures identified in:

- National laws and regulations;
- Sector standards;
- Complaint mechanisms.

Risks include labor movement, communicable diseases, harassment, environmental damage, and misconduct.

## CHAPTER 5: CODE OF CONDUCT REQUIREMENTS

The Code shall apply to all personnel and include at minimum:

1. Compliance with laws;
2. Health and safety rules (including PPE use);
3. Prohibition of illegal substances;
4. Non-discrimination;
5. Respectful community interactions;
6. Zero tolerance for sexual harassment;
7. Prohibition of exploitation and abuse;
8. Child protection;
9. Proper sanitation use;
10. Conflict of interest prevention;
11. Respect for work instructions;
12. Protection of property;
13. Obligation to report violations;
14. Protection against retaliation.

The Code must be written in clear language and signed by all workers confirming:

- Receipt of the Code;
- Explanation received;
- Understanding of contractual obligations;
- Awareness of sanctions for violations.

# DOCUMENT NO. 7:
# SCHEDULE OF UNIT AND ALL-IN PRICES

## UNIT PRICE SCHEDULE FOR RFQ TO EQUIP THE ELAK COUNCIL TOWN HALL WITH OFFICE FURNITURE AND COMPUTER EQUIPMENT IN ELAK COUNCIL AREA, BUI DIVISION OF THE NORTH WEST REGION

| NO | REFERENCE NUMBER | DESCRIPTION | UNIT | Unit price in figures | Unit price in words |
|---|---|---|---|---|---|
| | | **FURNITURE** | | | |
| 1.1 | 04 002 210090 | Office Cupboards(1 per office/for 15 offices) | No | | |
| 1.2 | 04 003 210 009 | office chairs for high offices | No | | |
| 1.3 | 04 003 210 009 | office chairs normal offices | No | | |
| 1.4 | 04 003 210 142 | office tables in L form | No | | |
| 1.4 | 04 003 210 104 | Executive / TaskChairs ( for 11 offices) | No | | |
| 1.5 | 04 003 210 009 | Reception chairs | No | | |
| 1.6 | 04 003 210 082 | Conference hall tables | No | | |
| 1.7 | 04 003 210 106 | Conference hall chairs (Folding plastic chairs) | No | | |
| 1.8 | 04 003 210 178 | Conference hall "high tables" Task chairs | No | | |
| 1.9 | 04 003 210 098 | Reception HallSofas | Sets | | |
| 1.10 | 04 003 210 140 | Reception Hall coffee tables | No | | |
| 1.11 | 04 003 210 147 | Filling cabinets (1mx1mx1m) | No | | |
| 1.12 | 04 007 210 044 | Bookshelves (1.5mx1mx2.5m | No | | |
| 1.13 | 04 007 210 042 | Storage cabinets ( 1.5mx1mx1.5m) | No | | |
| 1.15 | 04 005 210 001 | Notice Board ( with Glass Cover) | No | | |
| 1.16 | 05 002 210 022 | Bed, Matrass & blankets for security guards | No | | |
| 1.17 | 01 007 210 170 | Suggestion Box | No | | |
| | | **Sub Total (FCFA)** | | | |
| **2.00** | | **COMPUTERS AND ACCESSORIES** | | | |
| 2.1 | 35 013 210 272 | Desktop computers, Wireless Keyboards and Wireless rechargeable mice ( All- in one PC, 22 & Intel Core i7, 32GMemory, 1TB ROM, Screen size 27) | No | | |
| 2.2 | 35 013 210 270 | Laptop computers ( DELL intel i7 Vpro, 10th Gen) | No | | |
| 2.3 | 01 006 210 110 | External hard drives ( TOSHIBA Portable Storage, 1TB'; Canvio basics) | No | | |
| 2.4 | 01 003 210 110 | 64 GB Flash Drives | No | | |
| 2.5 | 35 010 210 119 | Inkjet Printers ( Canon Pixma G3411 | No | | |

| | | | | | |
|---|---|---|---|---|---|
| | | series) | | | |
| 2.6 | 35 010 210 122 | All - in - one Laser Printer for General secretariat( Hp colour Laser jet Pro MFP 3301fdw) | No | | |
| 2.7 | 42 006 210 092 | AC Voltage stabiliser | No | | |
| 2.8 | 42 006 210 093 | AC Distributors | No | | |
| 2.9 | 42 005 210 086 | AC Power Generator ( Powerhorse 13,000 Surge watts) | No | | |
| | | **Sub Total (FCFA)** | | | |
| **3.00** | | **COMMUNICATION TOOLS** | | | |
| 3.1 | 35 003 210 008 | Intercom System ( connecting 10 Offices) | Systems | | |
| 3.2 | 08 001 210 101 | Conference call equipment ( speakerphones, webcams) | No | | |
| 3.3 | 42 006 210 004 | Cordless Ring light Pro | No | | |
| 3.4 | 08 003 210 056 | Security Cameras | Systems | | |
| 3.5 | 08 003 210 056 | Televisions HISENSE 55" (for reception rooms) | No | | |
| 3.5 | 08 003 210 056 | Televisions HISENSE 50" SMART, 220/240V, 50HZ (for offices reception rooms) | No | | |
| 3.6 | 35 014 210 031 | HD Multimedia Projectors and Whiteboard | No | | |
| 3.7 | 01 001 210 177 | Modems/Wi-Fi Boxes ( MTN and Orange) | Boxes | | |
| | | **Sub Total (FCFA)** | | | |
| **4.00** | | **DOCUMENT MANAGEMENT** | | | |
| **4.00** | | **GENERAL OFFICE SUPPLIES** | | | |
| 4.1 | 06 001 210 002 | Window curtains and curtain rods to be confirmed by the Project Owner | meters | | |
| 4.2 | 06 001 210 046 | Window Air conditioner Units | No | | |
| 4.3 | 40 001 210 004 | Fire extinguishers | No | | |
| 4.4 | 07 002 210 310 | First Aid Kits | Consignment | | |
| | | **Sub Total (FCFA)** | | | |
| | **GRAND TOTAL WITHOUT TAXES** | | | | |
| | **VAT: 19.25%** | | | | |
| | **AIR: 2.2%** | | | | |
| | **TOTAL TAXES INCLUSIVE(TTC)** | | | | |
| | **NET TO BE PAYABLE** | | | | |

# DOCUMENT NO. 8:
# SCHEDULE OF DETAILED ESTIMATES

# THE BILL OF QUANTITIES AND ESTIMATES FOR RFQ TO EQUIP THE ELAK COUNCIL TOWN HALL WITH OFFICE FURNITURE AND COMPUTER EQUIPMENT IN ELAK COUNCIL AREA, BUI DIVISION OF THE NORTH WEST REGION

| NO | REFERENCE NUMBER | DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL AMOUNT |
|---|---|---|---|---|---|---|
| | | **FURNITURE** | | | | |
| 1.1 | 04 002 210090 | Office Cupboards(1 per office/for 15 offices) | No | 3 | | |
| 1.2 | 04 003 210 009 | office chairs for high offices | No | 5 | | |
| 1.3 | 04 003 210 009 | office chairs normal offices | No | 2 | | |
| 1.4 | 04 003 210 142 | office tables in L form | No | 5 | | |
| 1.4 | 04 003 210 104 | Executive / TaskChairs ( for 11 offices) | No | 5 | | |
| 1.5 | 04 003 210 009 | Reception chairs | No | 15 | | |
| 1.6 | 04 003 210 082 | Conference hall tables | No | 1 | | |
| 1.7 | 04 003 210 106 | Conference hall chairs (Folding plastic chairs) | No | 75 | | |
| 1.8 | 04 003 210 178 | Conference hall "high tables" Task chairs | No | 8 | | |
| 1.9 | 04 003 210 098 | Reception HallSofas | Sets | 1 | | |
| 1.10 | 04 003 210 140 | Reception Hall coffee tables | No | 1 | | |
| 1.11 | 04 003 210 147 | Filling cabinets (1mx1mx1m) | No | 2 | | |
| 1.12 | 04 007 210 044 | Bookshelves (1.5mx1mx2.5m | No | 2 | | |
| 1.13 | 04 007 210 042 | Storage cabinets ( 1.5mx1mx1.5m) | No | 2 | | |
| 1.15 | 04 005 210 001 | Notice Board ( with Glass Cover) | No | 1 | | |
| 1.16 | 05 002 210 022 | Bed, Matrass & blankets for security guards | No | 1 | | |
| 1.17 | 01 007 210 170 | Suggestion Box | No | 1 | | |
| | | **Sub Total (FCFA)** | | | | |
| **2.00** | | **COMPUTERS AND ACCESSORIES** | | | | |
| 2.1 | 35 013 210 272 | Desktop computers, Wireless Keyboards and Wireless rechargeable mouse (All- in one PC, 22 & Intel Core i7, 32GMemory, 1TB ROM, Screen size 27) | No | 5 | | |
| 2.2 | 35 013 210 270 | Laptop computers ( DELL intel i7 Vpro, 10th Gen) | No | 5 | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 2.3 | 01 006 210 110 | External hard drives ( TOSHIBA Portable Storage, 1TB'; Canvio basics) | No | 2 | | |
| 2.4 | 01 003 210 110 | 64 GB Flash Drives | No | 5 | | |
| 2.5 | 35 010 210 119 | Inkjet Printers ( Canon Pixma G3411 series) | No | 1 | | |
| 2.6 | 35 010 210 122 | All - in - one Laser Printer for General secretariat( Hp colour Laser jet Pro MFP 3301fdw) | No | 1 | | |
| 2.7 | 42 006 210 092 | AC Voltage stabiliser | No | 5 | | |
| 2.8 | 42 006 210 093 | AC Distributors | No | 4 | | |
| 2.9 | 42 005 210 086 | AC Power Generator ( Powerhorse 13,000 Surge watts) | No | 1 | | |
| | | **Sub Total (FCFA)** | | | | |
| **3.00** | | **COMMUNICATION TOOLS** | | | | |
| 3.1 | 35 003 210 008 | Intercom System ( connecting 10 Offices) | System s | 1 | | |
| 3.2 | 08 001 210 101 | Conference call equipment ( speakerphones, webcams) | No | 1 | | |
| 3.3 | 42 006 210 004 | Cordless Ring light Pro | No | 1 | | |
| 3.4 | 08 003 210 056 | Security Cameras | System s | 1 | | |
| 3.5 | 08 003 210 056 | Televisions HISENSE 55" (for reception rooms) | No | 1 | | |
| 3.5 | 08 003 210 056 | Televisions HISENSE 50" SMART, 220/240V, 50HZ (for offices reception rooms) | No | 2 | | |
| 3.6 | 35 014 210 031 | HD Multimedia Projectors and Whiteboard | No | 1 | | |
| 3.7 | 01 001 210 177 | Modems/Wi-Fi Boxes ( MTN and Orange) | Boxes | 2 | | |
| | | **Sub Total (FCFA)** | | | | |
| **4.00** | | **DOCUMENT MANAGEMENT** | | | | |
| **4.00** | | **GENERAL OFFICE SUPPLIES** | | | | |
| 4.1 | 06 001 210 002 | Window curtains and curtain rods to be confirmed by the Project Owner | meters | 20 | | |
| 4.2 | 06 001 210 046 | Window Air conditioner Units | No | 5 | | |
| 4.3 | 40 001 210 004 | Fire extinguishers | No | 2 | | |
| 4.4 | 07 002 210 310 | First Aid Kits | Consig nment | 1 | | |
| | | ***Sub Total (FCFA)*** | | | | |
| | **GRAND TOTAL WITHOUT TAXES** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | VAT: 19.25% | | | | |
| | AIR: 2.2% | | | | |
| | TOTAL TAXES INCLUSIVE(TTC) | | | | |
| | NET TO BE PAYABLE | | | | |

**This estimates has been closed at the sum of ,,,,,,,,,,,,,,,,,,,(amout in words ) FCFA ATI**

# DOCUMENT NO. 9:
# SCHEDULE OF SUB DETAIL OF UNIT PRICES

**Sub detail of unit prices**

| No. | Designation | Cost price | Transport | Order price | Delivery fees | Margin | Unit price EVAT |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

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

# DOCUMENT NO. 10:
# MODEL CONTRACT

REPUBLIQUE DU CAMEROUN

PAIX – TRAVAIL – PATRIE

REGION DU NORD- OUEST

DEPARTEMENT DE BUI----------

COMMUNE DE ELAK

COMMISSION INTERNE DE PASSATION DES MARCHES

REPUBLIC OF CAMEROON

PEACE – WORK – FATHERLAND

NORTH WEST REGION

BUI DIVISION

ELAK COUNCIL

INTERNAL TENDERS BOARD

**Contract N$^{O}$ ...../...../RQ /EC/ ECITB/NWR/2026 OF THE _____**
**AWARDED BY OPEN REQUEST FOR QUOTATION**
**N$^{O}$ 09/RQ /MINDDEVEL/EC/FEICOM/ ECITB/NWR/2026 OF 21/10//2026 TO EQUIP THE ELAK COUNCIL TOWN HALL WITH OFFICE FURNITURE AND COMPUTER EQUIPMENT IN ELAK COUNCIL AREA, BUI DIVISION OF THE NORTH WEST REGION**
**(THROUGH EMERGENCY PROCEDURE)**

. HOLDER: .....

BP ..... TEL. .....

N°R.C. .....

N° TAXPAYER. .....

Account N°. ..... at .....

Agency of .....

SUBJECT ; **TO EQUIP THE ELAK COUNCIL TOWN HALL WITH OFFICE FURNITURE AND COMPUTER EQUIPMENT IN ELAK COUNCIL AREA, BUI DIVISION OF THE NORTH WEST REGION**

PLACE: **ELAK COUNCIL**

DURATION: *three (03)* months

AMOUNT: ..... **FCFA TTC**

| | |
|---|---|
| IAT | |
| EVAT | |
| VAT (19.25%) | |
| IR (2.2 %)/5.5% | |
| Net to be paid | |

FINANCING: **FEICOM /ELAK COUNCIL Budget 2026 Fiscal Year**

SUBSCRIBED on.....
SIGNED on.....
NOTIFIED on.....
REGISTERED on.....

BETWEEN:

The **REPUBLIC OF CAMEROON**, represented by the **Lord Mayor of ELAK Council**, hereinafter referred to as the, **"ADMINISTRATION"** on the one hand,
AND_____ whose head office is situated at _____BP____, Tel: _____ represented by it's Director General hereinafter referred to as the **"CONTRACTOR"** on the other hand.

**IT IS HEREBY AGREED ON AND ORDERED AS FOLLOWS:**

## SUMMARY


Part I: Special Administrative Clause (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices

Part IV: Details or Estimate

Page....and last of the **Contract N$^{o}$ ...../...../RQ /EC/ ECITB/NWR/2026 OF THE _____ AWARDED BY OPEN REQUEST FOR QUOTATION N$^{O}$ 09/RQ /MINDDEVEL/EC/FEICOM/ ECITB/NWR/2026 OF 21/10//2026 TO EQUIP THE ELAK COUNCIL TOWN HALL WITH OFFICE FURNITURE AND COMPUTER EQUIPMENT IN ELAK COUNCIL AREA, BUI DIVISION OF THE NORTH WEST REGION (THROUGH EMERGENCY PROCEDURE)**

WITH The enterprise ..... P.O. Box .....

SUBJECT; **TO EQUIP THE ELAK COUNCIL TOWN HALL WITH OFFICE FURNITURE AND COMPUTER EQUIPMENT IN ELAK COUNCIL AREA, BUI DIVISION OF THE NORTH WEST REGION**

.

**EXECUTION DEADLINE:** *Three (03)* months
**AMOUNT OF CONTRACT IN FCFA:**

| | |
|---|---|
| IAT | |
| EVAT | |
| VAT (19.25%) | |
| AIR (2.2 %) | |
| Net to be paid | |

| | |
|---|---|
| **READ AND APPROVED BY THE ENTREPRENEUR**<br><br>**ELAK , the.....** | **THE LORD MAYOR OF ELAK COUNCIL**<br><br>**ELAK , the.....** |
| | |

# DOCUMENT NO. 11:
# MODEL DOCUMENTS TO BE USED BY BIDDERS

**Note on model documents to be by bidders**

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

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

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

**Table of model documents**


Annex No. 1: Model tender

Annex No. 2: Model bid bond

Annex No. 3: Model final bond

Annex No. 4: Model start-off advance bond

Annex No. 5: Model performance bond

Annex No. 6: Model authorisation from manufacturer

Annex No. 7: Model Site Visit Report

## ANNEX No. 1: Model tender

I, the undersigned _____ [*indicate the name and capacity of signatory*]
Representing the _____ enterprise or group of enterprises with head office at _____ registered in the trade register of _____ under the number No._____

Having taken cognisance of all the documents featured or mentioned in the Tender File including the addenda of No. _____ *[recall the subject of the invitation to tender]*

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

_____ CFA francs Inclusive of all taxes *[In figures and words].*

- I pledge to deliver the supplies within a deadline of .....months.
- In addition, I pledge to maintain my offer for *[indicate duration of validity, in principle 120 days]* from the deadline of submission of tenders.

The rebates offered and modalities of application of the said rebates are as follows_____
_____

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

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

Done at _____ on

Signature of _____
In the capacity as_____
Duly authorised to sign bids for and behalf of _____

## ANNEX No. 2: MODEL BID BOND

Addressed to *[indicate the Contracting Authority and his address]*
Whereas the Supplier..... hereinafter referred to as the "bidder" has submitted his bid on ..... for *[recall the subject of the invitation to tender]*, hereinafter referred to as "the bid" and to which must be attached a bid bond equivalent to *[indicate the amount]* 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 Contracting Authority, binding itself, its Owner, his successors and assignees.

The conditions of this commitment are as follows:

If the bidder retires his bid during the validity period specified by him in the bid;
Or
If the bidder, having been notified of the award of the contract by the Project Owner during the validity period:

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

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

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

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

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

*[Bank's signature]*

## ANNEX No. 3: MODEL FINAL BOND

Bank:
Reference of the bond: No_____

Addressed to *[Indicate the Project Owner and his address]* Cameroon, hereinafter referred to as the "Project Owner"

Whereas _____ *[name and address of Supplier]*, hereafter referred to as "the Supplier", has committed himself, in execution of the contract referred to "the contract", to carry out *[indicate the nature of the 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 corresponding portion of the contract, as guarantee of the execution of his full obligations in accordance with the terms of the contract,
Whereas we have agreed to give the Supplier this guarantee.

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

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

This final bond shall enter into force as soon as it is signed and the Supplier is notified of the contract. It shall be released within a deadline of *[indicate the deadline]* from the date of the provisional acceptance of the supplies.

After this date, the bond shall be baseless and should be returned to us without the express request on our part.

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

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

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

*[Signature of the bank]*

## ANNEX No. 4: MODEL START-OFF ADVANCE BOND

Bank: Reference, Address:_____

We, the undersigned (bank, address) hereby declare by the present, to guarantee on behalf of:

_____

Project Owner [*Address of Project Owner] ("beneficiary")*

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that_____ *[the holder]* did not fulfil his obligations relating to the reimbursement of the start-off advance in accordance with the terms of Contract No. _____ of _____relating to supplies *[indicate the subject of the contract, the references of the invitation to tender, and possibly the lot]* of the maximum total sum corresponding to the advance of 30 % of the amount inclusive of all taxes of Contract No. _____ payable upon notification of the corresponding Administrative Order, that is _____CFA francs.

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

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

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

Signed and authenticated by the bank

at_____on _____

*[Signature of the bank]*

## ANNEX No. 5: MODEL RETENTION FUND

Bank: _____
Reference of the guarantee: No._____

Addressed to *[Indicate the Project* Owner*]*
*[Address of Project Owner]*

Hereinafter referred to as "the Project Owner"

Whereas_____ *[name and address of Supplier]* hereinafter referred to "the Supplier", pledged, in execution of the contract, to carry out the supplies of *[indicate the subject of the supplies]*

Whereas it is stipulated in the contract that the retention fund fixed at *[percentage below 10 % to be specified]* of the amount of the contract may be replaced by a joint guarantee,

Whereas we have agreed to provide the Supplier with this guarantee,
We,_____*[name and address of the bank]*,
Represented by _____ *[names of signatories]* and hereinafter referred to as "the bank",

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

And we pledge to pay to the Project Owner within a maximum deadline of eight (8) weeks upon his simple written request declaring that the Supplier has not fulfilled his contractual obligations or is indebted to the Project Owner within the meaning of the contract amended where need be by its additional clauses, without being able to defer the payment nor raise any contest for whatever reason, any sum(s) within the limits of the amount equal to *[percentage below 10 % to be specified]* of the total amount of the work featuring in the final statement, without the Project Owner having to prove or give the reasons nor the reason for the amount of the sum indicated above.

We hereby agree that no change or addendum or any other amendment shall release us of any obligation incumbent on us by virtue of this guarantee and we hereby incline to any amendment, addendum or change.
This guarantee shall enter into force upon signature. It shall be released within thirty (30) days from the date of the final acceptance of the supplies and upon release by the Project Owner.

Any request for payment formulated by the Project Owner by virtue of this guarantee should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.
This guarantee shall, for purposes of its interpretation and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.

Signed and authenticated by the bank
At _____ on
*[Signature of the bank]*

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

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

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

IT No _____ of_____: *[insert references of invitation to tender]*

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

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

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

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

Signature *[insert the signature]*

Done on_____ day of_____*[insert date of signature]*

**Annex No.6: Site Visit Report**

I) INTRODUCTION

TENDER N° (*withprojecttitle*) .....
NAME OF ENTERPRISE .....
DATE: ..... TIME: .....

II) COMMENTARY:

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

II-2) Accessibility to the project site: .....

II-4) Topography of the site for the transportation of materials .....

III) DIFFICULTIES: .....
.....
.....
.....

IV) CONCLUSION .....
.....
.....

SIGNATURES:

| | |
|---|---|
| Visa of project owner or Representative | Contractor's Engineer |

# DOCUMENT NO. 12:
# JUSTIFICATIONS OF PRELIMINARY STUDIES

## Note on justifications of preliminary studies

In accordance with the Public Contracts Code, the Project Owner or Delegated Project Owner must, prior to commencing the procedure to award contracts or refer to the Tenders Board, ensure that draft tender files are prepared based on preliminary studies.

These studies must be required during the examination of the tender file (TF) by the Tenders Board.

The Project Owner is bound to fill the questionnaire in annex 1 accompanied by reasons of the said studies.

## Annex No. 8: Justification of preliminary studies

1. Attach the report
2. indicate

   2.1. The date;
   2.2. The name of the public or private Project Manager
   2.3. References of the contract, if private supervision carried it out;
   2.4. Description of the studies (for projects of less scope, an introductory statement may be presented in the form of preliminary studies on condition of revealing the determination of costs and technical specifications

N.B. 1/. For services of less scope, the Project Owner or Delegated Project Owner may furnish a justification of calculation of quantities of the tender file.

2/. The chairperson of the Tenders Board may, before taking a decision, seek expert advice on the quality of the studies carried out.

# DOCUMENT NO. 13:
# SIGNED AND DATED INTEGRITY CHARTER

## INTEGRITY CHARTER

**TITLE OF THE INVITATION TO TENDER:** _____
*[to be specified during preparation of the bidding documents]*

---

The **"BIDDER"** hereby undertakes to comply with the provisions of this Integrity Charter.

**To:** THE **"CONTRACTING AUTHORITY"**

### 1. Eligibility and Legal Status

We acknowledge and certify that neither we nor any member of our consortium or our subcontractors are in any of the following situations:

1.1 Being in a state of, or subject to, bankruptcy, liquidation, judicial settlement, cessation of business, or any analogous situation resulting from a similar procedure;

1.2 Being listed on financial sanctions lists adopted by the United Nations or any other Technical and Financial Partner in connection with procurement or contract execution;

1.3 Having provided false information or submitted fraudulent documents as part of this procurement process.

## 2. Conflict of Interest

We certify that neither we nor any member of our consortium or our subcontractors are in any of the following conflict-of-interest situations:

2.1 Being a controlling shareholder of the Contracting Authority or a subsidiary controlled by the Contracting Authority, unless such conflict has been disclosed to and resolved by the Public Procurement Authority;

2.2 Having business or family relationships with a member of the Contracting Authority's staff involved in the procurement or contract supervision process, unless such conflict has been disclosed and resolved to the satisfaction of the Public Procurement Authority;

2.3 Controlling or being controlled by another bidder, being under common control with another bidder, receiving or granting subsidies directly or indirectly to another bidder, sharing the same legal representative, or maintaining direct or indirect contact with another bidder enabling access to confidential information or influencing the procurement process;

2.4 Being engaged in a consulting assignment that, by its nature, may be incompatible with our obligations to the Contracting Authority;

2.5 In the case of works or supply contracts:
i) Having prepared or been associated with a consultant who prepared specifications, plans, calculations, or other documents used in the procurement process;
ii) Being, or having an affiliated firm that is, recruited or expected to be recruited by the Contracting Authority to carry out supervision or control of the works under the contract.

## 3. Public Entities

Where we are a public entity or public enterprise, we certify that we have legal and financial autonomy, operate under private accounting rules, and are not under the authority of the Contracting Authority or Delegated Contracting Authority, unless expressly authorized by the Public Procurement Authority.

## 4. Obligation of Disclosure

We undertake to promptly inform the Contracting Authority, who shall in turn notify the Public Procurement Authority, of any change in our status regarding points 1 to 3 above.

## 5. Ethical Conduct

In the context of the procurement and execution of the Contract:

5.1 We have not engaged and shall not engage in any unfair practices (acts or omissions) intended to deliberately mislead others, conceal information, distort consent, or circumvent legal or regulatory obligations to obtain undue advantage;

5.2 We have not engaged and shall not engage in any practices contrary to legal or regulatory obligations or internal rules for the purpose of obtaining undue benefit;

5.3 We have not promised, offered, or granted, and shall not promise, offer, or grant, directly or indirectly, any undue advantage to:
(i) any public official (legislative, executive, administrative, or judicial), whether appointed or elected;
(ii) any person performing a public function, including within public bodies or enterprises;
(iii) any person defined as a public agent,
for the purpose of influencing the performance of their duties;

5.4 We have not promised, offered, or granted, and shall not promise, offer, or grant any undue advantage to any person working in the private sector to induce them to act in violation of their legal or professional obligations;

5.5 We have not offered and shall not offer any undue advantage to the Contracting Authority, its staff, or those responsible for supervising contract execution, likely to influence their objectivity;

5.6 We have not offered and shall not offer any undue advantage to the Contracting Authority, members of procurement committees or evaluation subcommittees, likely to influence the procurement process;

5.7 We undertake to refrain from any collusive or anti-competitive practices aimed at restricting or distorting competition, including artificially maintaining bid prices or limiting market access for other bidders.

## 6. Audit and Control

We, along with members of our consortium and subcontractors, authorize the Contracting Authority and procurement bodies to examine documents and accounting records relating to the procurement and execution of the contract, and to submit them for verification by the Public Procurement Regulatory Authority (ARMP) or any other State control body.

## 7. Sanctions

In the event of non-compliance with the provisions of this Charter, we acknowledge that we may be subject to the sanctions provided for under applicable laws and regulations.

**Name:** _____

**Signature:** _____

**Duly authorized to sign the bid on behalf of:** _____

**Date:** _____

# DOCUMENT NO. 14:
# SIGNED AND DATED COMMITMENT TO COMPLY WITH ENVIRONMENTAL AND SOCIAL CLAUSES

# ENVIRONMENTAL AND SOCIAL COMMITMENT DECLARATION

**TITLE OF THE INVITATION TO TENDER:** _____
*[to be specified during preparation of the bidding documents]*

The **"BIDDER"** hereby undertakes to comply with the provisions of this Environmental and Social Commitment Declaration.

**To:** THE **"CONTRACTING AUTHORITY"**

**In the context of the procurement and execution of the Contract:**

## 1. Compliance with Social Standards

We undertake to comply with, and ensure compliance by all members of our consortium and our subcontractors with, the social standards applicable in Cameroon, including ratified international conventions, in particular:

i) compliance with the minimum wage as provided for by the Labour Code and relevant collective agreements;
ii) prohibition of the employment of children under the age of 14;
iii) compliance with regulations governing types of work prohibited for women and pregnant women;
iv) observance of mandatory weekly rest;

v) entitlement to paid leave;
vi) compliance with regulations governing night work;
vii) adherence to hygiene and safety conditions at the workplace;
viii) mandatory use of personal protective equipment (PPE).

## 2. Environmental Protection Measures

Furthermore, we undertake to implement environmental risk mitigation measures as set out in the environmental impact statement provided, where applicable, by the Contracting Authority.

In all cases, we commit to complying with, and ensuring compliance by all members of our consortium and subcontractors with, guidelines promoting the use of equipment and practices that have minimal environmental impact.

## 3. Audit and Control

We, along with members of our consortium and our subcontractors, authorize the Contracting Authority and procurement committees to examine documents and accounting records relating to the procurement and execution of the Contract, and to submit them for verification by the Public Procurement Regulatory Authority (ARMP) or any other State oversight body.

## 4. Sanctions

In the event of non-compliance with the provisions of this Declaration by ourselves, any member of our consortium, or our subcontractors, we acknowledge that we may be subject to the sanctions provided for under the applicable laws and regulations.

**Name:** _____

**Signature:** _____

**Duly authorized to sign the bid for and on behalf of:** _____

**Date:** _____

# DOCUMENT NO. 15:
# SIGNED AND DATED CONTRACTOR'S OCCUPATIONAL HEALTH AND SAFETY CHARTER

**TITLE OF THE INVITATION TO TENDER: OPEN NATIONAL INVITATION TO TENDER**
**N$^{O}$ 09/RQ /MINDDEVEL/EC/FEICOM/ ECITB/NWR/2026 OF 21/10//2026 TO EQUIP THE ELAK COUNCIL TOWN HALL WITH OFFICE FURNITURE AND COMPUTER EQUIPMENT IN ELAK COUNCIL AREA, BUI DIVISION OF THE NORTH WEST REGION**

## 1. Purpose of the Charter

This Charter sets out the basic Occupational Health and Safety (OHS) rules that every contractor must comply with during the execution of works. Its purpose is to protect workers, users, visitors, and property.

## 2. Essential Safety Rules to be Observed

### 2.1 Mandatory Use of Personal Protective Equipment (PPE)

The Contractor undertakes to ensure that all its personnel wear appropriate PPE during operations, depending on the nature of the work, including:

- Safety helmet;
- Gloves;
- Safety shoes;
- Protective goggles;
- Safety harness (for work at height).

Personnel without proper PPE shall not be allowed to work.

### 2.2 Responsible Conduct on Site

The Contractor shall ensure that its personnel:

- Do not consume alcohol or drugs;
- Adopt responsible and safe behavior;
- Comply with instructions issued by site supervisors.

### 2.3 Accident Prevention

The Contractor shall:

- Secure the work area (barriers, signage);
- Avoid any unsafe practices or improvisation;
- Immediately stop work in case of hazardous situations.

### 2.4 Cleanliness and Orderliness

The Contractor undertakes to:

- Keep the work area clean;

- Avoid obstruction of access routes;
- Properly dispose of all waste generated.

**2.5 Incident Management**

The Contractor shall:

- Immediately report and record any accident, incident, or hazardous situation;
- Cooperate in the analysis and resolution of such incidents.

**2.6 Competent Personnel**

The Contractor undertakes to employ personnel who are:

- Qualified;
- Physically fit;
- Informed of the risks associated with their tasks.

**3. Contractor's Commitment**

By signing this Charter, the Contractor undertakes to:

- Comply with the above rules;
- Inform and train its personnel accordingly;
- Take all necessary measures to ensure safety.

**4. Consequences of Non-Compliance**

The Contracting Authority reserves the right to:

- Suspend or terminate the works;
- Deny site access to any non-compliant personnel;
- Apply the sanctions provided for in the contract.

**5. Signatures**

**The Contractor**

Name: .....

Position: .....

Signature & Stamp:

---

**The Contracting Authority**

Name: .....

Position: .....

Signature:

# DOCUMENT NO. 16:
# LIST OF AUTHORIZED BANKING INSTITUTIONS AND INSURANCE COMPANIES FOR ISSUING BID SECURITIES IN PUBLIC PROCUREMENT (2026)

**A. BANK**

1. Access Bank Cameroun B.P 6000 Yaoundé.
2. Afriland First Bank (AFB) BP 11834 Yaoundé;
3. Bange Bank Cameroun (BANGE CMR° BP.34.692) ;
4. Banque Atlantique du Cameroun (BACM) BP 2933 Douala;
5. Banque Camerounaise des Petites et Moyennes Entreprises (BC-PME) BP 12962 Yaoundé;
6. Banque Gabonaise pour le Financement International (BGFI BANK) BP 600 Douala;
7. Banque Internationale du Cameroun pour l'Epargne et le Crédit (BICEC) BP 1925 Douala ;
8. Citi Bank Cameroun ( CitibankCameroon) BP 4571 Douala;
9. Commercial Bank of Cameroon (CBC) BP 4004 Douala;
10. Crédit Communautaire d'Afrique Bank (CCA Bank) BP 30388 Yaoundé;
11. Ecobank Cameroon (ECOBANK) BP 582 Douala;
12. National Financial Credit Bank (NFC-BANK) BP 6578 Yaoundé;
13. Société Commerciale de Banques-Cameroun (SCB-CAMEROUN) BP 300 Douala;
14. Société Générale Cameroun (SGC) BP 4042 Douala ;
15. Standard Chartered Bank Cameroon (SCBC) BP 1724 Douala;
16. Union Bank of Cameroon (UBC) BP 15569 Douala.
17 United Bank for Africa (UBA) BP 2088 Douala.
18. Régionale d'Epargne et de Crédit BP 30145 Douala Cameroun ;
19. Bank Of Africa (Cameroun), BP 4593.

**B. INSURANCE COMPANIES**

19.Activa Assurances BP 12970 Douala;

20.AREA Assurances S.A BP 15584 Douala ;

21.Atlantique Assurances S.A BP 173 Douala ;

22. Chanas Assurances Cameroun S.A BP 109 Douala ;

23. CPA /SA BP 54 Douala ;

24. NSIA Assurance S.A BP 2759 Douala.

25. PRO ASSUR BP 5963 Douala

26. Prudential Beneficial General Insurance S.A BP 2328 Douala;

27. ROYAL ONYX Insurance Cie BP 12230 Douala ;

28.SAAR S.A BP 1011 Douala ;

29. SANLAM Assurances Cameroun BP 12125 Douala;

30.Zenith Insurance BP 1540 Doua