

0884/2018/NWLS/CDENO/CRP/NW

REPUBLIQUE DU CAMEROUN

PAIX-TRAVAIL-PATRIE

MINISTERE DE L'ELEVAGE, DES PECIES  
ET DES INDUSTRIES ANIMALES

REPUBLIC OF CAMEROON

PEACE-WORK-FATHER LAND

MINISTRY OF LIVESTOCK, FISHERIES  
AND ANIMAL INDUSTRIES

NORTH WEST LIVESTOCK DEVELOPMENT FUND (N.W.L.D.F.)

[CAISSE DE DEVELOPPEMENT DE L'ELEVAGE DU NORD-OUEST (CDENO)]

Tel. Fax: (237) 233 36:22:52

TEL: 233:36:14:40

BP 399 MANKON BAMENDA

## NORTH WEST LIVESTOCK DEVELOPMENT INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER  
NO. 003/ONIT/CDENO/ITB/2018 OF 24/05/2018 FOR THE  
ACQUISITION OF TRACTOR ACCESSORIES (BALER AND CUTTER)  
BY EMERGENCY PROCEDURE.

### TENDER SPECIFICATION

INVITATION AND REQUIREMENTS TO TENDER

FUNDING: CDENO Budget 2018

Chap: 22: 20: 00

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*Document No. One*

## **TENDER NOTICE**

REPUBLIQUE DU CAMEROUN  
PAIX- TRAVAIL- PATRIE

MINISTERE DE L'ELEVAGE, DES PECIES  
ET DES INDUSTRIES ANIMALES

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REPUBLIC OF CAMEROON  
PEACE -WORK -FATHER LAND

MINISTRY OF LIVESTOCK, FISHERIES  
AND ANIMAL INDUSTRIES

NORTH WEST LIVESTOCK  
DEVELOPMENT FUND (NWLDF)

TEL:23336:14:40 /677 83 12 21  
BP 399 MANKON BAMENDA

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**TENDER NOTICE**

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE  
NO. 05/ONIT/CDENO/ITB/2018 OF 24 / 15 /2018 FOR THE SUPPLY OF TRACTOR  
ACCESSORIES (BALER AND CUTTER ) TO CDENO

1. **SUBJECT:** The Administrative Director of CDENO, Contracting Authority launches by emergency procedure an open national invitation to tender FOR THE ACQUISITION OF TRACTOR ACCESSORIES (BALER AND CUTTER)
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 for the delivery of the supplies forming the subject of this invitation to tender is one month.
4. **ALLOTMENT:** This supply shall be in one lot only.
5. **ESTIMATED COST:** the estimated cost after preliminary studies stands at Twenty Five million Francs (25,000,000 Frs) CFA
6. **FUNDING** –This project shall be financed by CDENO budget for 2018. chap 22: 20:00
7. **PARTICIPATION AND ORIGIN:** Participation in this invitation is opened to registered qualified contractors of the Republic of Cameroon with financial ability, technical and professional expertise.
8. **CONSULTATION OF TENDER FILE:** The tender documents are available for consultation at CDENO. Service of Administration and Finance, Door No. 1, P.O Box 399, Tel. No. 233 362 615 / 233 362 252 .
9. **ACQUISITION OF TENDER DOCUMENTS:** the tender can be obtained upon presentation of a receipt showing payment of a non-refundable sum of Fifty Thousand (50,000) FCFA payable at the treasury. The original copy of this receipt shall be included in the bidder's documents.

10. . **SUBMISSION OF BIDS:** Bids in French or English shall be submitted in Seven (7) bound copies i.e. one (1) stamped original and Six (6) copies marked thus" to The at CDENO, Service of Administration and Finance, Door No. 1, P.O Box 399, Tel. No. 233 362 615 / 233 362 252 on or before the 13 / 05 / 2018 at 11.00 A.M in a single envelope comprising the administrative, technical and financial Documents upon the issue of an acknowledgement receipt. The Envelop shall be addressed as follows:

**<< OPEN NATIONAL INVITATION TO TENDER  
NO . 603 / ONIT/CDENO/ITB/2018 OF 24 / 05 / 2018 FOR THE  
ACQUISITION OF TRACTOR ACCESSORIES (BALER AND CUTTER >>**

The external envelope should not carry any mark that can lead to the identification of the bidder.

11. **BID BOND:** Each bidder must attach to his/her administrative documents an attestation of guarantee deposit of **Five hundred thousand (500.000) FCFA** with all taxes inclusive made by a bank approved by the ministry of the Economy and Finance. This attestation, which must be an original, should not be more than three (3) months old.

12. **ADMISSIBILITY OF BIDS:** Subject to being rejected, documents in the administrative file must include only originals or true copies certified by the issuing service or competent administrative authorities in accordance with the Special Regulations of the invitation to tender. These documents must be less than three (3) months old or established after the signing of the tender notice.

Any bid not in conformity with the prescriptions of the Tender File shall be declared inadmissible. Especially the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance or the non-respect of the models of the tender file documents shall lead to a pure and simple rejection of the bid

13. **OPENING OF BIDS:** The Bids shall be opened in a single phase the conference hall of CDENO on the 13 / 05 / 2018 at 12:00 prompt. At the opening of the bids by the CDENO Internal Tenders Board, any bid that shall not conform to the prescription of the tender documents shall be rejected out rightly, especially those lacking any required Administrative document and the guarantee deposit, which must be originals or copies certified by a competent Authority at the place of issue of the original.

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

14. **EVALUATION CRITERIA.**

- a) **ELIMINATING CRITERIA:** On opening of the bids the tenders board shall reject out rightly any bid that falls under any one of the criteria mentioned below:
- Absence of bid bond ;
  - False declaration or falsified document;
  - Non-compliance with major technical specifications of the supply ((to be listed);
  - Absence of quantified unit price ;

- Non-compliance with the model tender;
- Absence of prospectus accompanied by the technical sheets from the manufacturer;

**Essential criteria:**

The technical documents shall be evaluated following the binary method:

<b>DESIGNATION</b>
<b>1. GENERAL PRESENTATION</b> <ul style="list-style-type: none"> <li>❖ Document spirally bound</li> <li>❖ Coloured page cover</li> <li>❖ Hard back cover</li> <li>❖ Content page</li> <li>❖ Coloured separators</li> <li>❖ General cleanliness</li> </ul>
<b>2. PERSONNEL</b> Detail technical note concerning : <ul style="list-style-type: none"> <li>➤ Table of personnel</li> <li>➤ Qualification of personnel (certified certificate and CV)</li> </ul>
<b>3. AVAILABLE OF SPARE PARTS</b>
<b>4. PROFESSIONAL EXPERIENCE OF BIDDER</b> <ul style="list-style-type: none"> <li>➤ Table of past supplies realized (indicate amount, year, contract number, funding body and place of supply)</li> <li>➤ Certified copies of contracts and P.V s of reception</li> </ul>
<b>5. EQUIPMENT</b> <ul style="list-style-type: none"> <li>❖ Prove of ownership of a liaison vehicle</li> </ul>
<b>6. AFTER SALE SERVICE</b>
<b>7. Financial capacity (at least 60% of contract amount)</b>

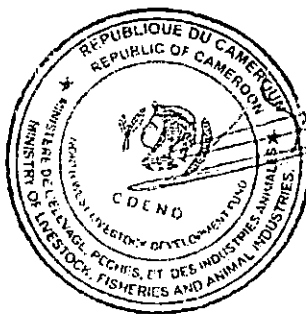
Only bids that score above 70% yes criteria on the technical tender shall have their financial tender evaluated

- 15. AWARDING OF THE CONTRACT:** The contracting authority shall award the contract to the bidder whose bid is judged to conform to the essential of the tender specification, and who has submitted the most coherent bid and the lowest bidder. But inconsistent and unrealistic offers will not be accepted
- 16. DURATION AND VALIDITY OF TENDER:** The bidders shall remain committed to their bid for 60 days from the dateline of the submission of bids.

17. SUPPLEMENTARY INFORMATION: Further information can be obtained from the C.D.E.N.O office, or the Contracting Authority.

Done at Bamenda on 24 MAI 2018

The ADMINISTRATIVE DIRECTOR OF CDENO  
(The Contracting Authority).



*Mbah Shupong Michael*  
B.Sc, DIPES II ECONOMICS  
PLEG Hors Echelle

CC

- Chairman CDENO ITB
- ARMP (for publication and archiving)
- Notice board (for information)
- Chrono

REPUBLIQUE DU CAMEROUN  
PAIX-TRAVAIL-PATRIE

MINISTERE DE L'ELEVAGE, DES PECIIES  
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PEACE -WORK -FATHER LAND

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NORTH WEST LIVESTOCK  
DEVELOPMENT FUND (NWLDF)

TEL:23336:14:40 /677 83 12 21  
BP 399 MANKON BAMENDA

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*« Avis d'Appel d'Offres National Ouvert n° ~~003~~ /AONO/CDENO/CIPM/2018 du 24 MAI 2018 pour l'acquisition des accessoires des tracteurs (botteleuse et faucheuse) pour la Caisse de Développement de l'Elevage du Nord Ouest (CDENO) »*

**1. Objet de l'Appel d'Offres**

Le Directeur Administratif de la CDENO, Autorité Contractante lance par procédure d'urgence un appel d'offre pour l'acquisition des accessoires des tracteurs *(botteleuse et faucheuse) pour la Caisse de Développement de l'Elevage du Nord Ouest (CDENO)*

**2. Consistance des travaux**

Les prestations du présent marché comprennent : la fourniture des équipements, le transport, la manutention, la mise en service et la réception selon le cas et à préciser par l'Autorité contractante

**3. Délais de livraison**

Le délai maximum prévu par le Maître d'ouvrage pour la livraison des fournitures objet du présent appel d'offres est un mois

**4. Participation**

La participation est ouverte à tous les prestataires Camerounais enregistrés et ayant une capacité financière et technique.

**5. Allotissement**

La fourniture est en un lot

**6. Financement**

Les prestations objet du présent appel d'offres sont financées par le budget de la CDENO pour l'exercice 2018. sur la ligne d'imputation budgétaire n° 22 :20 :00

**7. Coût prévisionnel**

Le cout totale de ce travaux est arrêté a la somme de 25.000.000 FCFA

**8. Consultation du dossier d'Appel d'Offres**

Le dossier d'appel d'offres peut être consulté aux heures ouvrables auprès de la CDENO (Service des Marchés des Approvisionnements et des Services) porte no.01. BP 339, tel No. 233 361 440



## 9. Acquisition du dossier d'Appel d'Offres

Le dossier d'appel d'offres peut être obtenu aux heures ouvrables auprès de la CDENO sur présentation d'une quittance de versement d'une somme non remboursable de **50,000 (Cinquante Mille)** francs CFA au Trésor Public (Trésorerie Générale de Bamenda). Cette quittance devra identifier le payeur comme représentant l'entreprise désireuse de participer à l'Appel d'Offres.

## 10. Remise des Offres

Chaque offre rédigée en Français ou en Anglais, en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme tels, conformes aux prescriptions du Dossier d'Appel d'Offre, devra être déposée contre un récépissé sous plis fermé, dans la porte no.02 de la CDENO (Service des Marchés des Approvisionnement et des Services), au plus tard le 3 JUIN 2018 à 11 heures, heure locale et devront porter la mention :

*Avis d'Appel d'Offres National Ouvert n° 001 /AONO/CDENO/CIPM/2018 du 24 MAI 2018 l'acquisition des accessoires des tracteurs (botteleuse et faucheuse) pour la Caisse de Développement de l'»Elevage du Nord Ouest (CDENO) »  
A n'ouvrir qu'en séance de dépouillement."*

Les offres parvenues après les dates et heure limites de dépôt des offres ne seront pas reçues.

## 11. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO d'un montant de cinq cent mille (500,000) FCFA et valable pendant trente (30) jours au-delà de la date (limite) de validité des offres.

## 12. Recevabilité des offres

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou autorité administrative compétente, conformément aux stipulations du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois-(03) mois ou avoir été établies postérieurement à la date de signature de l'avis d'appel d'offres.

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances ou le non-respect des modèles des pièces du Dossier d'Appel d'Offres, entraînera le rejet pur et simple de l'offre sans aucun recours.

## 13. Ouverture des offres

L'ouverture des offres aura lieu en un temps le 3 JUIN 2018 à 12 heures précises dans la salle de Conférence de la CDENO.

Seuls le soumissionnaire peut assister à cette séance d'ouverture ou s'y faire représenter par une personne de son choix ayant une parfaite connaissance du dossier et mandater à cet effet.

#### 14. Critères d'évaluation

L'évaluation des offres se fera en trois (03) étapes :

- 1<sup>ère</sup> étape : Vérification de la conformité du dossier administratif de chaque soumissionnaire ;
- 2<sup>ème</sup> étape : Evaluation des offres techniques ;
- 3<sup>ème</sup> étape : Analyse des offres financières.

Les critères d'évaluation des offres sont les suivants :

##### 14.1. Critères éliminatoires

Il s'agit notamment:

- De l'absence de la caution de soumission,
- Des Fausses déclarations ou des pièces falsifiées ,
- De la non-conformité aux spécifications techniques majeures de la fourniture (à lister),
- du non-respect de X critères essentiels (X supérieur ou égal à 1),
- de l'absence d'un prix unitaire quantifié,
- de la non-conformité du modèle de soumission,
- de l'absence de prospectus accompagné des fiches techniques du fabricant,
- de l'absence de l'agrément ou de l'autorisation du fabricant le cas échéant.

##### 14.2 Critères essentiels

L'offre technique du soumissionnaire sera évaluée sur les éléments suivants :

N°	Critères
1	La présentation de l'offre
2	La disponibilité des pièces de rechange
3	L'expérience du personnel
4	Moyens matériels
5	Le service après-vente
6	Références du soumissionnaire
7	Capacité de préfinancement

Seules les offres ayant totalisé à l'issue de l'évaluation technique une note supérieure ou égale à 70 points sur la base du critère oui seront évaluées financièrement.

#### 15. Attribution de la lettre commande

La lettre commande sera attribuée au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, et **techniquement qualifiée**,

**16. Durée de validité des offres**

Les soumissionnaires restent engagées par leurs offres pendant une période soixante (60) jours, à compter de la date limite fixée pour la remise des offres.

**17. Renseignements complémentaires**

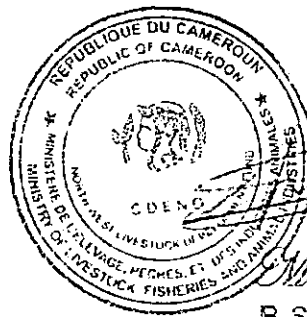
Les renseignements complémentaires d'ordre technique peuvent être obtenus tous les jours aux heures ouvrables auprès de la CDENO Nord-Ouest (Service des Marchés) porte n°01.

Bamenda, le 24 MAI 2018

*Le Directeur Administratif  
(Autorité Contractante)*

**Ampliations :**

- ARMP (pour publication et archivage)
- Président CIPM (pour information)
- Affichage



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**PART 02**  
**GENERAL REGULATION FOR THE CALL FOR TENDERS**

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## **A. GENERALITIES**

### **Article 1: Scope of the bid**

- 1.1 The Administrative Director of CDENO hereinafter referred to as the Contracting Authority, launches an open 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
- 1.2 The successful bidder or contractor 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.
- 1.2 In this Tender File the term “day” means a calendar day..
- 1.3 In the following call for tender (LPO), the term “day” refer to a calendar day.

### **Article 2: Funding**

The source of financing of the supplies forming the subject of this invitation to tender shall be **the BUDGET of CDENO for 2018.**

### **Article 3: Fraud and corruption**

3.1. The Contracting Authority requires that the bidder and contractors respects strictly the rules of professional ethics during the procurement process and execution of this jobbing order. Under this principle, the contracting authority shall:

- a. Defined for the purposes of this clause, the following expressions:
  - I. Is guilty of “corruption” anyone who offers, gives, solicits or accepts any benefit to influence the action of a public official in the allocation or the execution of the Jobbing Order.
  - II. Is engaged in “fraudulent practices” anyone who distorts or misrepresents facts in order to influence the award or execution of a Jobbing Order.
  - III. “Collusive practices” are any form of agreement between two or more bidders (with the knowledge of the contracting Authority or not) to artificially maintain prices of the offers at a level not corresponding to those that would result from the competition.
  - IV. “Coercive practices” are any form of damage to persons or their property or threats against them to influence their action in the attribution or the execution of the Jobbing Order.
- b. Shall reject any award proposal if it is proven that the proposed contractor is, directly or through an agent, convicted of corruption or engaged in fraudulent, collusive or coercive practices for the award of the said Jobbing Order.

- 3.2. The Minister of Public Contracts, Authority in charge of public contracts may on a provisional basis, take a decision to ban any bidder for a period not exceeding two (02) years, that is recognized guilty of influence, conflicts of interest, fraud, corruption or production of no-authentic documents in the bid submission, without prejudice to the criminal prosecution that could be engaged 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 the 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 6: Document constituting the tender file (DAO)**

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

- a) The invitation to tender notice (OAA);
- a) General Regulation of the call for tender (RGAO);
- b) Special Regulation of the call for tender (OMPP);
- c) Specification of the Special Administrative Clauses (CCAP);
- d) Description of items to be supplied
- e) Unit price schedule;
- f) Estimated Bill of Quantities;
- g) Format of Sub-Detail of unit prices;
- h) Model of draft contract;
- i) Model engagement letter by bidder;
- j) Model bid submission letter;
- k) Model bid bond;
- l) Model performance guarantee;
- m) Model bank guarantee for the refund of start-up advance of;
- n) Lists of banks of 1<sup>st</sup> order approved by the Ministry in charge of Finance;
- o) Table of references of the bidder;
- p) Table of key materials and equipment of the contractor;
- q) Model of qualification and experience of the key personnel responsible for enforcement of the contract.

7.2. The bidder must consider all of the regulations, forms, conditions and specifications contained in the DAO. He is invited to provide all the information requested and to prepare a compliant offer in all aspects. Any deficiency can lead to the rejection of its offer.

### **Article 8: Clarification made to 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 THE BIDS**

#### **Article 10: Costs of submission**

The candidate will bear all the costs associated with the preparation and presentation of its offer, and the Contracting Authority is not responsible for any of these costs, or to settle them, regardless of the conduct or outcome of the tender procedure.

#### **Article 11: Language of the bid**

The bid, all correspondence and all documents exchanged between the bidder and the Contracting Authority will be written in English or French.

#### **Article 12: Composition of the bid**

12.1. The bidder's offer will include documents detailed in the OMPP, duly completed and grouped in three volumes:

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.

### **Article 11: Amount of the bid**

### **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

### **Article 14: Bid Currency and settlement**

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 (CDENO Office) 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 TENDERS AND EVALUATION OF OFFERS**

### **Article 26: Opening of Bids**

26.1 The 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.

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.

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

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

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

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

#### **Article 29: Conformity of bids**

- 29.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.
- 29.2 The Evaluation sub-committee shall determine if the bid is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- 29.3 A bid that conforms to the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or omission is that:
  - a. which substantially limits the scope, quality or performance of the supplies and ancillary services specified in the contract;

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

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

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

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

### **Article 30: Evaluation of technical bid**

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

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

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

### **Article 31: Qualification of the bidder**

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

### **Article 32: Correction of errors**

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

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

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

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

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

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

### **Article 33: Financial evaluation of bids**

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

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

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

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

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

### **Article 34: Comparison of bids**

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

## **ATTRIBUTION OF CONTRACT**

### **F. Award of the contract**

### **Article 35: Award of the contract**

- 35.1 The Contracting Authority shall award the Jobbing Order 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 Any award of supplies Jobbing Order t 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 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 shall be 3% 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 TENDER CLAUSES.**

### **ARTICLE 1: SUBJECT MATTER OF THE INVITATION TO TENDER**

**The objective of this open invitation to tender is for the acquisition of tractor spare parts (BALER and cutter)**

**FUNDING:** This project shall be finance entirely by the CDENO budget for 2018.

### **ARTICLE 2 : TENDER DOCUMENTS**

- Tender notice.
- Special tender clauses
- The technical clauses.
- Administrative clauses
- Mail enclosure of unit price
- Bill of quantity and cost estimates
- Sub details of unit prices.
- Annexes

### **ARTICLE 3: TENDER CONDITIONS**

Each bidder shall present one tender file comprising the following documents in three (3) volumes

#### **1. Administrative documents**

- A temporary attestation of non- exclusion issued by the public contracts regulatory agency (ARMP)
- Receipt of purchase of the tender file, issued by the council treasury
- The original or certified copies (not more than (3) months of the following documents
  - Business license for the current financial year
  - Tax payer's card.
  - An original of tax assessment notice issued by the competent service of taxation
  - An original affidavit of non-bankruptcy issued by the competent court.
  - A certificate issued by the National social insurance fund (clearance certificate).
  - An attestation of bank account issued by a 1<sup>st</sup> class bank.
  - A temporal guarantee deposit for the tender.
  - Certificate of incorporation

#### **2. In addition the candidate shall also furnish the following documents**

- An attestation of financial capability of the enterprise issued by a bank approved by the ministry of Economy and finance that respect COBAC Conditions
- The power of attorney or « Authorization » where necessary.

#### **3. Declaration of intent to tender stamped (fiscal stamp 1000 FRS) and signed.**

- 4. Guarantee deposit**
- 5. Special technical clauses sign on all the pages.**
- 6. Special administrative clauses**
- 7. Mail enclosure of unit price (signed)**
- 8. Bills of quantities and cost estimates (signed)**
- 9. Sub details of unit prices**

Bids in English or French and in five (05) copies (one original and four (04) copies marked as such shall be submitted to the ADMINISTRATIVE DIRECTOR OF CDENO Service of Procurement and Services Contract on or before \_\_\_/\_\_\_/2018 at 12.00 am prompt upon the issue of a receipt.

No bids shall be received after the time limit for the submitting of bids, and bids once submitted shall not be retrieved again for corrections or modifications.

#### **ARTICLE 4: DURATION AND VALIDITY OF TENDERS:**

The bidder shall remain committed to their tenders for 60 days from the dateline of the submission of tenders

#### **ARTICLE 5: PRESENTATION OF THE TENDER.**

The bids prepared in English or French and in five (05) copies with one (01) original and four (04) copies marked thus, shall be presented in three (03) volumes as follows:

A) Administrative Documents

B) Technical Documents

C) Financial Documents

5.1 External envelope.

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

#### **<< OPEN NATIONAL INVITATION TO TENDER**

**NO .\_\_\_/ONIT/CDENO/ITB/2018 OF \_\_\_/\_\_\_/2018 FOR THE  
ACQUISITION OF TRACTOR ACCESSORIES (BALER AND CUTTER>>**

**To BE OPENED ONLY DURING THE BIDS OPENING SESSION >>**

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

#### **5.2 Internal envelopes**

Three (03) internal envelopes must be sealed in an external envelope.

The first internal envelope shall be labeled;

**<< A: Administrative tender>>** and shall contain the administrative documents of the enterprise. These documents shall be original or copies certified by competent authorities not more than three months.

#### **ENVELOPE A: ADMINISTTRATIVE DOCUMENTS.**

No.	DESIGNATION.
A1	declaration of intension to tender
A2	An attestation of non exclusion issued by the public contract regulatory Board (ARMP)
A3	Purchase receipt of tender file issued by the council treasury.
A4	Valid tax payers' card
A5	A certificate of payment of all assessed taxes (attestation de non redevance signed by the director of taxes or any competent authority.
A6	Attestation of bank account.
A7	An affidavit of non-bankruptcy issued by the court of 1 <sup>st</sup> instance of the area where the contractor is resident.

A8	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Economy and Finance and respect COBAC conditions.
A 9	Clearance certificate issued by National social Insurance Fund
A10	An attestation localization of the enterprise
A11	The power of Attorney or "Authorization" where necessary.
A12	Certificate of incorporation ( registres de commerce).

The second envelope shall be labeled.

<< B: TECHNICAL BID>> and shall contain the technical tenders of the enterprise, which shall comprise the under mentioned documents.

#### **ENVELOPE B: TECHNICAL TENDER.**

No	DESIGNATION
B1	Personnel
B2	Availability of spare parts
B3	Professional experience
B4	Equipment
B5	After sale service
B6	Financial capacity
B7	Description/ list of items to be supplied (initialed)

The third Internal Envelope shall be label

<<Envelope C: Financial TENDER>> and shall contain the following:

#### **ENVELOPE C: FINANCIAL BID**

No.	DESIGNATION.
C1	Declaration of intention to tender, signed, dated and stamped.
C2	Completed and signed mail Enclosure of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)
C4	Sub details of unit prices
C5	Guarantee deposit for the tender (submission caution)
C6	Complete special administrative clauses (CCAP) signed and dated.

Each internal envelope shall carry the name of the enterprise and the corresponding nature of the tender.

#### **ARTICLE 6: OPENING OF BIDS AND EVALUATION OF TENDERS.**

The opening of bids shall take place on the -----/2018 at 1.00 pm in the CDENO conference hall. The tenders shall be open and evaluated as follows the evaluation sheet attaché as Annexed

**ARTICLE 7: CANCELLATION OF INVITATION TO TENDERS.** The contracting authority reserves the right to cancel this present invitation to tenders in conformity with the law in force.

Document No. 4:  
Special Administrative Conditions  
(SAC)

# Content

## Chapter I: General

- Article 1 - Subject of the contract
- Article 2 - Award procedure (GAC supplemented)
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Applicable language, law and regulations
- Article 5 - Standards (article 3 of GAC supplemented)
- Article 6 - Constituent documents of the contract (article 9 of GAC)
- Article 7 - General applicable instruments (GAC supplemented)
- Article 8 - Communication (article 6 of GAC supplemented)
- Article 9 - Administrative Orders (article 8 of GAC)
- Article 10 - Contracts with conditional phases (article 9 of GAC)
- Article 11 - Supplier's material and personnel (GAC supplemented)

## Chapter II: Financial conditions

- Article 12 - Guarantees and bonds (articles 21 and 40 of GAC)
- Article 13 - Amount of contract
- Article 14 - Place and method of payment (GAC supplemented)
- Article 15 - Price variation (article 17 of GAC)
- Article 16 - Price revision formula (article 18 of GAC)
- Article 17 - Price updating formula (article 18 of GAC)
- Article 18 - Advances (article 21 of GAC)
- Article 19 - Payment (article 19 supplemented)
- Article 20 - Interest on overdue payments (article 20 of GAC)
- Article 21 - Penalties for delay (article 34 of GAC supplemented)
- Article 22 - Tax and customs schedule (article 10 of GAC)
- Article 23 - Stamp duty and registration of contracts (article 11 of GAC)

## Chapter III: Execution of services

- Article 24 - Patent rights (GAC supplemented)
- Article 25 - Place of delivery and deadline (articles 31 and 33(1))
- Article 26 - Role and responsibilities of supplier (GAC supplemented)
- Article 27 - Transport and insurance (article 31 of GAC)
- Article 28 - Trials and related services (article 28)
- Article 29 - After-sales service and consumables (article 14 of GAC)

## Chapter IV: Acceptance

- Article 30 - Documents to be furnished before the technical acceptance (article 41 of GAC supplemented)
- Article 31 - Provisional acceptance (articles 40 and 41 of GAC)
- Article 32 - Documents to be furnished after provisional acceptance (article 40 of GAC supplemented)
- Article 33 - Guarantee deadline (article 40 of GAC supplemented)
- Article 34 - Final acceptance (article 48 of GAC)

## Chapter V: Sundry provisions

- Article 35 - Termination of the contract (article 57 of GAC)
- Article 36 - Case of force majeure (article 56 of GAC)
- Article 37 - Differences and disputes (article 61 of GAC)
- Article 38 - Drafting and dissemination of this contract (GAC supplemented)
- Article 39 and last - Entry into force of the contract (GAC supplemented)

## **Chapter I General**

### **Article 1: Subject of tender**

**The jobbing order has as subject THE ACQUISITION OF TRACTOR SPARE PARTS (BALER AND CUTTER)**

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

**The present jobbing order is awarded after a OPEN NATIONAL INVITATION TO TENDER NO. \_\_\_\_/ONIT/CDENO/ITB/2018 OF \_\_\_\_/\_\_\_\_/2018 FOR THE ACQUISITION OF TRACTOR ACCESSORIES (BALER AND CUTTER**

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

#### **1- General definitions**

- The Contracting authority is the **Administrative Director of CDENO**. He is responsible for the conservation of the originals of the jobbing order and the transmission of copies to ARMP through the focal point designated to that effect.
- The contract manager is the **CBPAA CDENO**, responsible for the general administrative, financial and technical services forming the subject of the jobbing order.
- The contract engineer is the **Regional Chief of State property** and is responsible for the follow-up of the execution of the contract.
- The Regional Control Brigade MINMAP NW

#### **2- Security**

In view of the application of the law on collateral prescribed in the Decree n° 2004/275 of 24 September 2004, the following are designated:

- The authority in charge of ordering payment shall be the **Administrative Director of CDENO**.
- The body or official in charge of payment shall be the **Accounting Officer of CDENO**;
- The official competent to furnish information within the context of execution of this jobbing order shall be the contract manager and the contract engineer.

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

- a. The language used is that of the submission is either English or French,
- b. The laws and regulations are the laws and regulations in force in Cameroon;
- c. The supplier undertakes to observe laws, regulations, and order in force in the Republic of Cameroon, and as well in its own organization in the implementation of the contract.

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

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

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

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

- 1) The bid or commitment letter;
- 2) The supplier's bid and its annexes in all provisions not contrary to the 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
- 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. The instruments governing the professional corps;
2. Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code;
3. Decree No. 20012/074 of 8 March 2012 relating to the creation, organization and functioning of Tenders Boards;
4. Decree No. 2012/075 of 8 March 2012 to organize the Ministry of Public Contracts;
5. Decree No. 2012/076 of 8 March 2012 to amend and supplement some provisions of Decree No. 048/2001 of 23 February 2001 on the creation, organization and functioning of the Public Contracts Regulatory Agency;
6. Decree No. 2001/048 of 23 February 2001 relating to the creation, organisation and functioning of the Public Contracts Regulatory Agency;
7. 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;
8. The applicable standards;
9. Other instruments specific to the domain concerned in the contract.
10. Circular No.001/C/MINFI of 02/01/2018 on instruction relating to the execution of finance laws for 2018.

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

- a) The contractor and the contracting authority shall prohibit any communication relating to the performance of the work which is not confirmed in writing. Any operation outside the framework of this contract will neither be recognized nor paid by the Contracting Authority unless they had been the object of a command written on his part. The contractor prior to the signing of the contract must submit the coordinates of its representation in the region (location Plan, name and surnames) and telephone of the representative.
- b) The contractor will address all written notifications or correspondences to the contract engineer, and copy the Contracting Authority.

#### **Article 9: Administrative Orders (service orders) (Article 8 of GAC)**

- 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.**

#### **10 Article 10: contracts with conditional phases 9 (Art. 9 of GAC)**

RAS



RAS

#### **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 15 days of the notification of the Administrative Order to start execution. The Project Manager has 5 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. 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 3% of the amount of the contract, inclusive of all taxes.

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

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

##### ***12.2 Performance bond***

The retention fund shall be set at 5% 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***

1. It may be granted to the contractor on express request and without justification on his part, a start-up advance that is at most equal to twenty per cent (20%) of the amount of the contract TTC. 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.

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

The Project Owner shall pay the sums due by transfer into account No. \_\_\_\_\_ opened in the \_\_\_\_\_ bank.

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

Prices shall be firm

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

**Article 16: Price Revision formula (Article 18 of GAC)**

RAS

**Article 17: Price Revision formula (Article 18 of GAC)**

RAS

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

It may be granted to the contractor on express request and without justification on his part, a start-up advance that is at most equal to twenty per cent (20%) of the amount of the contract TTC. This advance may be released after the notification of the Service Order to start the supply..

Start-up advance will be repaid by taking thirty per cent (30%) of the amount from each payment. Full refund will have to be completed when all of the work will be carried out at 80%. Following of the rate of reimbursement of the advance, the contracting authority will authorize the payment of the corresponding part of the contractor upon written request.

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

The payment of the supply will be in several installments following the presentation of the stages of implemented supplies approved by the engineer and the contracting authority. Each provisional payments due to the contractor in respect of the contract since the beginning of

execution will be done on the basis of joint agreed bills between the engineer and the contractor. The bills must correspond to the amount of work done, obtained from the amount of supply actually executed under the conditions of the jobbing order and the unit price, as contained in the schedule of unit price, quantity and estimated specifications and the unit price Sub-Details and the amount of deductions.

The payment of an account to the contractor will be determined by the difference between the amount of the relevant account and the account immediately preceding it.

To give right to a payment, the amount of the work executed must be at least equal to ten per cent (10%) of the amount of the contract.

At the end of the work, a final account of the work is established.

#### **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 delay**

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

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

18.2 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)**

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)**

The place of delivery shall be

25.1: The delivery deadline of the services forming the subject of this Jobbing Order shall be Twenty days (20)

25.2: This deadline shall run from the date of notification of the Administrative Order to start execution

### **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)** RAS

### **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 20 days from the date of the final acceptance:

## **Chapter IV: Acceptance**

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

Within at least ten (10) days prior to the provisional acceptance, the supplier shall forward to the Project Owner the following documents:

- 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;

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

#### **(a) Technical receptions**

Technical receptions, the contractor shall request in writing to the engineer for each of phases of the work below:

#### **(b) Reception of Final Supply**

The contractor shall request in writing to the contracting authority and copy the engineer, the Organisation of a technical reception prior to provisional reception.

The provisional reception commission will be composed of the following members:

- |   |           |
|---|-----------|
| - The Administrative Director or his Representative | President |
| - The Regional Chief of State Property NW           | Secretary |
| - The Regional Control Brigade MINMAP               | Member    |
| - The Contract Manager                              | Member    |
| - The Store Accountant CDENO                        | Member    |
| - The contractor                                    | Member    |

The quorum of the reception commission is achieved by the presence of 2/3 of its members.

**The contractor is convened at the reception as observer.** He is required to attend or to be represented. His absence is equivalent to the total acceptance of the conclusions of the reception commission.

**Article 32: Documents to be furnished prior to the technical acceptance (article 40 of GAC)**

- Administrative documents
- Minutes of provisional reception
- Stamp Bill in seven copies

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

33.1 The guarantee period shall be four (4) months to run from the date of the provisional acceptance of the supplies.

33.2 During the guarantee period, the supplier shall be bound to ensure that the parts function properly

**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 procedure for final acceptance shall be the same as for provisional acceptance.

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 15 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)**

The execution of the supply may be interrupted if the contractor encounters on the field exceptional conditions (wars, riots, severe social disorder...). In any of these cases, the contractor shall produce evidence demonstrating the difficulties faced during his mission. On this basis, he will negotiate with the contracting authority the terms of extension of the period of execution of the contract

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

Any dispute arising between the contracting parties within the frame work of this contract shall be the subject to an attempt of reconciliation by direct agreement, or failure will be brought before the competent courts in Bamenda.

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

Seven (07) copies of this Jobbing Order 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)**

The present contract shall be valid only after the signature of the Administrative Director of CDENO and will enter into force as soon as it is notified to the contractor by the Contracting Authority.

## Document No. 5: Description of the supply



## SPECIAL TECHNICAL CLAUSES

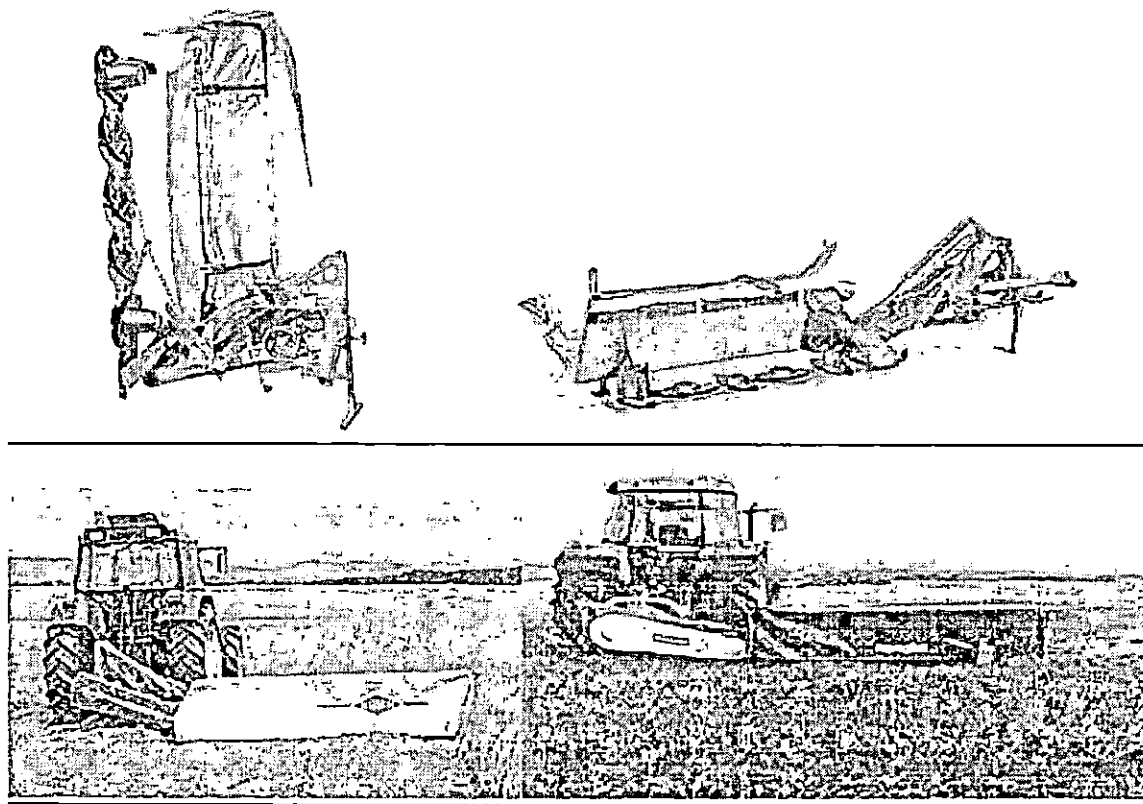
### A INTRODUCTION

These present technical specifications are aimed at prescribing the norms relative to the

### ACQUISITION OF TRACTOR ACCESSORIES (BALER AND CUTTER)

The contractor shall execute this supply in conformity with these present prescriptions. The contractor shall be responsible for any personal initiative taken contrary to this present prescription without the knowledge of the Control Engineer.

#### A. Faucheuse conditionneuse à disque



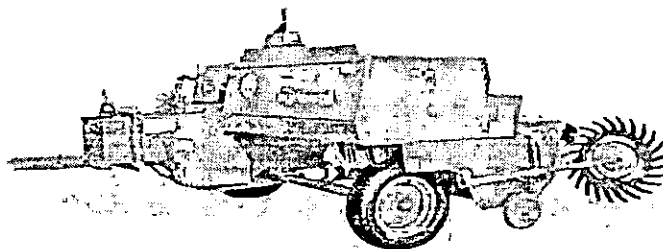
#### i. Spécifications techniques

Caractéristiques techniques	FC 244	FC 244 R	FC 284	FC 284 R	FC 314
Largeur de travail (m)	2.40	2.40	2.80	2.80	3.11
Nombre de disques avec patins de protection en acier traité	6		7		8
Fixation des couteaux	Boulonnée ou rapide FAST-FIT	Boulonnée	Boulonnée ou rapide FAST-FIT	Boulonnée	Boulonnée ou rapide FAST-FIT
Boîtiers de disques modulaires	De série				

pouvant être déposés de l'extérieur					
Entraînement du porte-disques	A travers le 1er disque				
Protection du train d'engrenages	Système PROTECTADRIVE				
Adaptation au sol	Articulation pendulaire				
Allègement	Suspension oléopneumatique LIFT-CONTROL				
Sécurité	Sécurité Non-Stop				
Dispositif de conditionnement	Doigts souples en V ou en acier - Tôle déflectrice avec peigne réglable et escamotable	2 rouleaux entraînés et synchronisés	Doigts souples en V ou en acier - Tôle déflectrice avec peigne réglable et escamotable	2 rouleaux entraînés et synchronisés	Doigts souples en V ou en acier - Tôle déflectrice avec peigne réglable et escamotable
Fréquence de rotation du conditionneur (min <sup>-1</sup> )	888 et 615	1000	888 et 615	1000	888 et 615
Largeur moyenne de l'andain (mini/maxi) (m)	0,90 / 2,30	0,90 / 1,80	1,00 / 2,70	1,30 / 2,20	1,20 / 3,00
Attelage	3 points - Cat. 2				3 points - Cat. 3
Déport d'attelage réglable	2 positions - Déport de 190 mm				
Mise en position de transport	Hydraulique avec pivotement à 90° vers l'arrière et verrouillage automatique				
Fréquence(s) de rotation p.d.f. (min <sup>-1</sup> )	540		540 ou 1000*	1000	
Transmission secondaire	Avec limiteur de couple				
Roue libre	Intégrée dans le carter latéral				
Puissance minimum requise à la p.d.f. env. (kW)	37		43		49
Puissance minimum requise à la p.d.f. env. (ch)	50		59		66
Équipement hydraulique tracteur requis	1 SE** + 1 DE				1 SE + 1 DE
Équipement électrique tracteur nécessaire	1 prise 7 pôles				
Eclairage et signalisation - Arrière	De série				
Poids (kg) env.	1010	1060	1045	1145	1220

2.

B. Botteleuse à Balle rectangulaire



i. Spécifications techniques

CARACTERISTIQUES	SW 4004
Dimension balle carrée (largeur x hauteur x longueur) (cm)	80 x (60-90) x 200 / 120 x (60-100) x 200
Poids maximum de la balle (kg)	40
Longueur de la machine (cm)	470
Largeur de la machine (transport) (cm)	250
Hauteur de la machine (cm)	275
Attelage	Cat. II tête d'attelage pivotante
Réglage de la voie	Piloté hydrauliquement via le terminal I
Système de chargement	Deux paires de rouleaux en acier
Table d'enrubannage	Deux paires de rouleaux en acier, piloté électroniquement
Mise à niveau automatique pour positionnement début d'enrubannage ou déchargement	Série
Equipement tracteur minimum nécessaire	1 Simple effet avec retour libre
Feux de signalisation	Série
Support rouleau de film étirable pour jusqu'à 4 rouleaux	Série (10 Rouleaux de film étirable en équipement optionnel onté usine)
Dimensions roue de série	15.0/55-17
Dimensions roue en option	19.0/45-17
Parking block kit	Série
Poids machine (kg)	7.500 jusqu'à une tonne et demi

**N.B: THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ERROR OF OMISSION OR WRONG INTERPRETATION OF THIS DOCUMENT.**

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

MAIL ENCLOSURE OF UNIT PRICES FOR THE ACQUISITION OF TRACTOR  
ACCESSORIES (BALER AND CUTTER).

NO	DESCRIPTION OF TASK	Unit	Unit Price in Figures	Unit Price in Words
100	PREPARATORY WORKS			
101	BALER			
102	CUTTER			
103	Accessories LUMP SUM (LS)			
104	AFTER SALES this lump sum price include the cost of: <ul style="list-style-type: none"> <li>• transporting the equipment to the site</li> <li>• arranging for temporal and store</li> </ul> LUMP SUM(LS)			

Document No. 8:  
Schedule of detailed estimates  
(BILL OF QUANTITIES AND COST ESTIMATES FOR THE ACQUISITION OF TRACTOR  
ACCESSORIES (BALER AND CUTTER))

**BILL OF QUANTITIES AND COST ESTIMATES FOR THE FOR THE ACQUISITION OF  
TRACTOR ACCESSORIES (BALER AND CUTTER)**

<b>No</b>	<b>DESCRIPTION OF TASK</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>U, P</b>	<b>TOTAL</b>
101	BALER	LS	1.00		
102	CUTTER	U	1		
103	Accessories	LS	1		
104	After-sales service registration,	LS	1.00		
	<b>TOTAL WITHOUT TAXES</b>				
	<b>T.V.A (19.25%)</b>				
	<b>A.I.R (2.2% 0r 5.5%)</b>				
	<b>TOTAL TAXES</b>				
	<b>NET TO BE PAID</b>				

This present estimate is closed at the sum of-----F.C.F.A all taxes included

Document No. 9:  
Schedule of sub detail of unit prices



MAIL ENCLOSURE OF UNIT PRICES FOR THE ACQUISITION OF TRACTOR ACCESSORIES (BALER AND CUTTER).

NO	DESCRIPTION OF TASK	Unit	Unit Price in Figures	Unit Price in Words
100	PREPARATORY WORKS			
101	BALER			
102	CUTTER			
103	Accessories LUMP SUM (LS)			
104	AFTER SALES this lump sum price include the cost of: <ul style="list-style-type: none"> <li>• transporting the equipment to the site</li> <li>• arranging for temporal and store</li> </ul> LUMP SUM(LS)			

## SUB DETAILS OF UNITS PRICES

SOUS- DÉTAIL DES PRIX					
DESIGNATION :					
No prix	Rendement journalier		Quantité totale	Unité	Duré activité
Main d'oeuvre	CATEGORIE	Nbre	Salaire journalier	Jours facturé	Montant
	TOTAL A				
Matériel et Engins	TYPE	Nbre	Taux journalier	Jours factures	Montant
	TOTAL B				
Matériaux et Divers	TYPE	Unité	Prix unitaire	Quantité	Montant
	TOTAL C				
D	TOTAL COUT DIRECTS			A+B+C	
E	Frais généraux de chantier			Dx %	
F	Frais généraux de siège			Dx %	
G	COUT DE REVIENT			D+E+F	
H	Risques +Bénéfices			GX%	
P	PRIX DE VENTE TOTAL HORS TAXE			G+H	
V	PRIX DE VENTE UNITAIRE HORS TAXE			P/QTE	

## DECLARATION OF INTENTION TO TENDER

### FOR THE ACQUISITION OF TRACTOR ACCESSORIES (BALER AND CUTTER)

I the undersigned \_\_\_\_\_

General Director/Manager of the company \_\_\_\_\_

P.O. Box \_\_\_\_\_ Tel: \_\_\_\_\_

Acting by virtue of powers conferred on me; on behave of the company, after going through all the documents of the Open National Invitation to tender

No. \_\_\_\_/ONIT/CDENO/ITB/2018 OF \_\_\_\_\_ and have appreciated from my own point of view and responsibility all the difficulties involved, have engage to supply TRACTOR ACCESSORIES (BALER AND CUTTER)

in conformity with the conditions of the invitation to tenders for a total amount (all taxes included) of:

Amount in figures (TTC)	Amount in words (TTC)

Time limit for the execution \_\_\_\_\_

This amount has been calculated based on the unit prices and the quantities indicated on the bills of quantities and cost estimates, which will accompany this present bid.

I ask that the amount I am due be paid by the administration in FCFA in to account no.

\_\_\_\_\_ with (Bank) \_\_\_\_\_

Done at \_\_\_\_\_ on \_\_\_\_\_

(Signature, name and stamp)

## GUARANTEE DEPOSIT

Addressed to \_\_\_\_\_ (indicate the contracting authority and his address) << the Contracting Authority >>.

Considering that the company \_\_\_\_\_ below known as << the bidder >> has submitted his tender on the \_\_\_\_\_ for \_\_\_\_\_ (indicate the subject of the invitation to tender), and for which will be joint a guarantee payment to the ADMINISTRATIVE DIRECTOR OF CDENO, (Contracting Authority) the sum of \_\_\_\_\_ (indicate the amount in letters and in words) Francs C.F.A

The conditions for this obligation are the following:

1. If the bidder withdraw his tender during the validity period specified in the tender or
2. If the bidder, having been notified the attribution of the contract by the contracting authority during the validity period;
  - Is not available to sign or refuses to sign the Contract, while he is required to do so.
  - Lack of or refusal to provide the definite caution for the contract as required.

We are committing ourselves to pay to the contracting Authority, justified claims. That is each time the contracting authority is asking for claims, he must show proves that one or all of the conditions mentioned above have been violated.

This present caution goes into effect from the date of his signature and dateline fixed by the Contracting Authority for the submission of bids. It shall remain valid for 90 days as from the time limit for the validity of tenders.

All complains of the contracting Authority concerning these claims shall reach our bank before the end of this validity period.

This present caution is submitted for its interpretation and execution according to the Cameroon law. Only a Cameroon court shall be competent to pass a ruling on any matter related to this present engagement.

Signed and legalized by the bank \_\_\_\_\_ On \_\_\_\_\_

## ANNEX

## MODEL OF CONTRACT

REPUBLIQUE DU CAMEROUN  
PAIX-TRAVAIL-PATRIE  
MINISTERE DE L'ELEVAGE, DES PECHE  
ET DES INDUSTRIES ANIMALES  
CAISSE DE DEVELOPPEMENT DE  
L'ELEVAGE DU NORD-OUEST (CDENO)  
(NWLDF)

REPUBLIC OF CAMEROON  
PEACE-WORK-FATHER LAND  
MINISTRY OF LIVESTOCK, FISHERIES  
AND ANIMAL INDUSTRIES  
NORTH WEST LIVESTOCK  
DEVELOPMENT FUND

-----  
Tel. Fax: (237) 233 36:26:15  
Email: cdenobda@yahoo.com

-----  
TEL:23336:14:40 /677 83 12 21  
BP 399 MANKON BAMENDA

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JOBGING ORDER NO \_\_\_\_\_/JO/CDENO/CITB/ 2018 AWARDED AFTER OPEN  
NATIONAL INVITATION TO TENDER NO \_\_\_\_\_/ONIT/CDENO/ITB/2018 OF \_\_\_\_/\_\_\_\_/2018 FOR  
THE SUPPLY OF TRACTOR ACCESSORIES (BALER AND CUTTER) TO THE NORTH  
WEST LIVESTOCK DEVELOPMENT FUND (CDENO)

CONTRATOR: .....

BP: .....

Tel: .....

Fax: .....

TAX PAYER'S N° .....

BANK ACCOUNT N° .....

SUBJECT: supply of tractor accessories (Baler and Cutter) to the North  
West Livestock Development Fund (CDENO) by OPEN NATIONAL INVITATION TO  
TENDER NO \_\_\_\_\_/ONIT/CDENO/ITB/2018 OF \_\_\_\_/\_\_\_\_/2018

PLACE OF EXECUTION: BAMENDA

EXECUTION DEADLINE: Thirty (30) days

AMOUNT: 25,000,000FCFA

FUNDING: CDENO BUDGET 2018

BUDGETARY IMPUTATION: 22: 20:00

SUBSCRIBED ON : \_\_\_\_\_  
SIGNED ON : \_\_\_\_\_  
NOTIFIED ON : \_\_\_\_\_  
REGISTERED ON : \_\_\_\_\_

**BETWEEN:**

The Government of the Republic of Cameroon, represented by the Administrative Director of CDENO North West hereinafter referred to as the "The Contracting Authority"

**ON THE ONE PART**

**AND:**

**CONTRATOR:**

BP: .....

Tel: .....

Fax: .....

TAX PAYER'S N° .....

BANK ACCOUNT N° .....

BANK ACCOUNT N° .....

Represented by ..... so Hereinafter referred to as the "Contractor"

**ON THE OTHER PART**

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

**Content**

**Chapter I: General**

- Article 1 - Subject of the contract
- Article 2 - Award procedure
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Applicable language, law and regulations
- Article 5 - Standards (article 3 of GAC supplemented)
- Article 6 - Constituent documents of the contract (article 9 of GAC)
- Article 7 - General applicable instruments (GAC supplemented)
- Article 8 - Communication (article 6 of GAC supplemented)
- Article 9 - Administrative Orders (article 8 of GAC)
- Article 10 - Supplier's material and personnel (GAC supplemented)

**Chapter II: Financial conditions**

- Article 11 - Guarantees and bonds (articles 21 and 40 of GAC)
- Article 12 - Amount of contract
- Article 13 - Place and method of payment (GAC supplemented)
- Article 14 - Price variation (article 17 of GAC)
- Article 15 - Price revision formula (article 18 of GAC)
- Article 16 - Price updating formula (article 18 of GAC)
- Article 17 - Advances (article 21 of GAC)
- Article 18 - Payment (article 19 supplemented)
- Article 19 - Interest on overdue payments (article 20 of GAC)
- Article 20 - Penalties for delay (article 34 of GAC supplemented)
- Article 21 - Tax and customs schedule (article 10 of GAC)
- Article 22 - Stamp duty and registration of contracts (article 11 of GAC)

### **Chapter III: Execution of services**

- Article 23 - Patent rights (GAC supplemented)
- Article 24 - Place of delivery and deadline (articles 31 and 33(1))
- Article 25 - Role and responsibilities of supplier (GAC supplemented)
- Article 26 - Transport and insurance (article 31 of GAC)
- Article 27 - Trials and related services (article 28)
- Article 28 - After-sales service and consumables (article 14 of GAC)

### **Chapter IV: Acceptance**

- Article 29 - (article 41 of GAC supplemented)
- Article 30 - Provisional acceptance (articles 40 and 41 of GAC)
- Article 31 - Documents to be furnished after provisional acceptance (article 40 of GAC supplemented)
- Article 32 - Guarantee deadline (article 40 of GAC supplemented)
- Article 33 - Final acceptance (article 48 of GAC)

### **Chapter V: Sundry provisions**

- Article 34 - Termination of the contract (article 57 of GAC)
- Article 35 - Case of force majeure (article 56 of GAC)
- Article 36 - Differences and disputes (article 61 of GAC)
- Article 37 - Drafting and dissemination of this contract (GAC supplemented)
- Article 38 and last - Entry into force of the contract (GAC supplemented)



Page \_\_\_\_\_ and the last of the JOBBING ORDER JOBBING ORDER  
 NO \_\_\_\_\_/JO/CDENO/CITB/2018 OF \_\_\_\_\_ FOR THE SUPPLY OF  
 TRACTOR ACCESSORIES (BALER AND CUTTER) TO THE NORTH WEST LIVESTOCK  
 DEVELOPMENT FUND (CDENO) BY OPEN NATIONAL INVITATION TO TENDER  
 NO \_\_\_\_\_/ONIT/CDENO/ITB/2018 OF \_\_\_\_/\_\_\_\_/2018 FOR THE ACQUISITION OF TRACTOR  
 ACCESSORIES (BALER AND CUTTER)

**CONTRACTOR:**

**EXECUTION DEADLINE:** Thirty (30) days

**AMOUNT:**

AMOUNT FCFA	TOTAL AMOUNT
TTC	
HTVA (19.25)	
I.R (2.2%) or (5,5%)	
Net à Mandater	

Read and approved by the contractor

Bamenda, the \_\_\_\_\_

Signed by the Administrative Director of North West Livestock Fund,  
 Contracting Authority

Bamenda, the \_\_\_\_\_

REGISTRATION

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

## MODEL OF UNDERTAKING

### UNDERTAKEN BY THE BIDDER

I the undersigned \_\_\_\_\_ acting as quality of \_\_\_\_\_ of nationality \_\_\_\_\_ making election of residence with \_\_\_\_\_ P.O. Box: \_\_\_\_\_, Tel: \_\_\_\_\_

After having read and taken note of all the parts of **Open National Invitation To Tender NO \_\_\_\_/ONIT/CDENO/ITB/2018 OF \_\_\_\_/\_\_\_\_/2018 FOR THE ACQUISITION OF TRACTOR ACCESSORIES (BALER AND CUTTER)**

I submit and commit myself to carry out the aforementioned Contract in accordance with the conditions of the Special regulations of the invitation to tender, the special technical specifications and the special Administrative Clauses, in particular the quantitative and qualitative confirmation of work, the respect of the deadlines, the guarantees and the insurance.

I commit myself moreover to ensure the registration and paying the forwarding costs of the contractual parts.

I declare to have perfect knowledge of the decree n°33/CAB/PM of February 13 2007 putting the general administrative clauses applicable to the Contracts of public works and supplies.

I confirm my agreement on the terms of the Particular Administrative Clauses (Draft contract) and attached the initialed copy of the aforesaid document to my offer.

I declare moreover that I remained committed by the present tender during a Sixty (60) days deadline as from the date of opening of the bids.

Done in ..... on the .....

The CONTRACTOR (Signature and seal)

# **BID SPECIMEN**

I the undersigned \_\_\_\_\_ acting as quality of \_\_\_\_\_ of nationality \_\_\_\_\_ making election of residence with \_\_\_\_\_ P.O. Box: \_\_\_\_\_, Tel: \_\_\_\_\_

After having taken knowledge of all the parts of the **Open National Invitation To Tender NO \_\_\_\_/ONIT/CDENO/ITB/2018 OF \_\_\_\_/\_\_\_\_/2018 FOR THE ACQUISITION OF TRACTOR ACCESSORIES (BALER AND CUTTER)**

In the case where our offer would be accepted, I subject myself and engage to:

- Carry out the aforementioned contract in accordance with the conditions of the Special regulations of the invitation to tender, the special Technical specifications and the special Administrative Clauses, at the prices indicated in the Schedule of Unit Prices, quantitative Estimate, for the total Amount of the bid in francs CFA:
  - In letter and figure (including all taxes): \_\_\_\_\_ (\_\_\_\_\_) FCFA
  - In letter and figure (VAT 19.25% or 0%): \_\_\_\_\_ (\_\_\_\_\_) FCFA
  - In letter and figure (HT): \_\_\_\_\_ (\_\_\_\_\_) FCFA
  - To paid the forwarding cost of the contractual parts;
- Begin work in seven (7) days maximum and to carry out the contract in three (02) months as from the date of notification of service order to start work.

The contracting authority shall pay the sums due for the contract by crediting account N° \_\_\_\_\_ opened in \_\_\_\_\_ bank \_\_\_\_\_ branch.

I declare to have perfect knowledge of the decree n° 33/CAB/PM of February 13 2007 putting the general administrative clauses applicable to the Contracts of public works and supplies.

I confirm my agreement on the terms of the Particular Administrative Clauses (Draft contract) and attached the initialed copy of the aforesaid document to my offer.

I declare moreover that I remained committed by the present tender during a Sixty (60) days deadline as form the date of opening of the bids.

*Done in ..... on the .....*  
**THE CONTRACTOR**

### **MODEL BID BOND**

Reference of the guarantee: N° \_\_\_\_\_

Invitation to tender N° \_\_\_\_\_

We understand that \_\_\_\_\_ (hereinafter called "the bidder"), has submitted his bid on \_\_\_\_\_ for the tractor accessories (Baler and Cutter) to the North West Livestock Development Fund (CDENO) following Open National Invitation To Tender NO \_\_/ONIT/CDENO/ITB/2018 OF \_\_/\_\_/2018 FOR THE ACQUISITION OF TRACTOR ACCESSORIES (BALER AND CUTTER)

We, \_\_\_\_\_ (Bank) of \_\_\_\_\_ (country), with our head quarter in \_\_\_\_\_ hereby declare to guarantee payment to the contracting authority of the sum of \_\_\_\_\_ (in letters and in figures), that the Bank is committed to pay completely to the Delegated Contracting Authority, bidding itself, its successors and assignees.

Signed and authenticated by the aforementioned Bank this (day of (month), and (year).

The conditions of this commitment are as follows:

1. If after the opening of the bids, the bidder withdraws his Offer during the validity period specified by himself in his tender, or
2. If the bidder, having been notified of the award of the contract by the contracting authority during the period of bid validity;
  - 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 undertake to pay the contracting authority an amount up to the maximum of the sum referred to above upon receipt of his written demand, without the contracting authority having to substantiate his demand, provided that in its demand the contracting authority shall note that the amount claimed by him is due, 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 contracting authority for the submission of tenders. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of tenders. Any request by the contracting authority to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this period of validity.

This bond shall, for purposes of its interpretation, be submitted to Cameroon law.

Signature and stamp of the Guarantors

Date \_\_\_\_\_

Address \_\_\_\_\_

**MODEL PERFORMANCE GUARANTEE**

**PERFORMANCE GUARANTEE**

N° \_\_\_\_/JO/CDENO/CITB/2018 OF \_\_\_\_\_

We understand that \_\_\_\_\_ (hereinafter called "the contractor"), has engaged pursuant to contract N° JOBBING ORDER N° \_\_\_\_/JO/CDENO/CITB/2018 awarded after an open national invitation to tender **INVITATION TO TENDER NO \_\_/ONIT/CDENO/ITB/2018 OF \_\_/\_\_/2018 FOR THE ACQUISITION OF TRACTOR ACCESSORIES (BALER AND CUTTER)**

And that you stipulated in the aforementioned contract that the Contractor will give you a banking guarantee emanating from a bank installed in Cameroon and approved by the Minister in charge of Finance, of the amount stipulated hereafter, like guarantee of the good execution of his obligations, in accordance with the contract,

And that we agreed to give a guarantee to the Contractor,

As of the time, we affirm by the present ones that we go guaranteeing and persons in charge in your connection, in the name of the Contractor, for a maximum amount of (amounts of the guarantee in figures and letters),

And that we commit ourselves paying you, as of reception of your first written request informing us that the Contractor does not conform to the stipulations of the contract, and without quarrel or discussion, all the amount, within the limits of (*amounts of the guarantee, stipulated above*), without you having to prove or give the reasons or the reason of your request to the amount indicated above.

The present guarantee is valid until the provisional acceptance of work object of the contract.

Signature and seals of the Guarantors

Date \_\_\_\_\_

Address \_\_\_\_\_

**MODEL GUARANTEE FOR ADVANCE PAYMENT**  
**Guarantee Advance Payment**

Bank \_\_\_\_\_

Reference of the guarantee: N° \_\_\_\_\_

Contract N° \_\_\_\_\_

To the (Contracting Authority)

Company \_\_\_\_\_

We, Bank \_\_\_\_\_ were informed that the Administrative Director of the North West Livestock Development Fund acting as the contracting authority and ..... acting as a Contractor, have concluded a contract for the **supply of tractor accessories (Baler and Cutter) to the North West Livestock Development Fund (CDENO) by OPEN NATIONAL INVITATION TO TENDER NO .\_\_\_/ONIT/CDENO/ITB/2018 OF \_\_\_/\_\_\_/2018 FOR THE ACQUISITION OF TRACTOR ACCESSORIES (BALER AND CUTTER)**

Confirming with the provisions of article 29 of Contract N° \_\_\_\_\_ the Contractor is obliged to submit to the contracting authority, a bank caution to guarantee the advance payment granted to the company for an amount equal to \_\_\_\_\_ francs CFA.

We, Bank \_\_\_\_\_ we engage irrevocably and without benefit of discussion, by the present one, to pay in favour of the contracting authority, at his first written request and within 4 (four) weeks maximum, the amount of this guarantee, that is to say \_\_\_\_\_ due by the Contractor to the contracting authority owing to the fact that the Contractor could not fulfill one or more of his obligations envisaged with the contract.

The request for partial or total mobilization of this guarantee will be the subject of a justifying letter recommended with acknowledgement of delivery with a copy to the Contractor stating clearly and completely the reasons of its request.

The present bank guarantee will come into effect on the date of the payment of the advance to start work.

The original of this guarantee will be preserved by the contracting authority.

This guarantee will be released when the amount of the advance is completely reimbursed.

After this day, the guarantee will become null and void and will have to be returned to us without any express request of our share.

The law as well as the jurisdiction applicable to the guarantee is those of Cameroon.

Signature and stamp of the Guarantors

Date \_\_\_\_\_

Address \_\_\_\_\_

**DOCUMENT NO. 13:**  
**LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES**  
**AUTHORISED TO ISSUE BONDS FOR PUBLIC CONTRACTS**



## **BANKS**

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

## **II- Insurance companies**

14. Chanas Insurance;
15. Activa Insurance

*To be updated from ARMP.*