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REPUBLIQUE DU CAMEROUN

Paix-Travail-Patrie

MINISTERE DE L'AGRICULTURE

ET DU DEVELOPPEMENT RURAL

Société de Développement de la Haute

Vallée du Noun

UNVDA

Société d'Etat



REPUBLIC OF CAMEROON

Peace - Work - Fatherland

MINISTRY OF AGRICULTURE

AND RURAL DEVELOPMENT

Upper Nun Valley Development Authority

UNVDA

State Corporation

**INTERNAL TENDER BOARD
OF THE UPPER NUN VALLEY DEVELOPMENT AUTHORITY**

**Open National Invitation to Tender in Emergency
Procédure N°. 01/ONIT/UNVDA/ITB/2019 of 7 MAY 2019
for the Acquisition of Paddy and the Purchase of
Packaging Materials (Bags) in UNVDA Ndop**

PROJECT OWNER

GENERAL MANAGER OF THE UPPER NUN VALLEY
DEVELOPMENT AUTHORITY (UNVDA)

FINANCING: PUBLIC INVESTMENT BUDGET (BIP) MINADER 2019

IMPUTATION: _____

TENDER DOCUMENT

April 2019

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TENDER NOTICE

Open National Invitation to Tender in Emergency Procedure
N° 01/ONIT/UNVDA/ITB/2019 of 27 MAY 2019 for the Acquisition
of Paddy and the Purchase of Packaging Materials (Bags) in UNVDA Ndop.

1. Subject of the invitation to tender:

Within the framework of executing the 2019 Public Investment Budget, the General Manager of UNVDA, Project Owner, hereby launches an Open National invitation to tender for the acquisition of paddy and the purchase of packaging materials (bags) in UNVDA Ndop in emergency procedure.

2. Nature of services

The services of this contract comprise notably:

Lot 1: -Acquisition of clean paddy;

-Transportation to the central warehouse.

Lot 2: -Purchase of packaging materials (bags).

3. Delivery deadline

The maximum deadline provided by the Contracting Authority for the execution of the services, subject of this invitation to tender is **three (03) months**.

4. Allotment

The services, subject of this invitation to tender, are in **two (02) lots**:

➤ **Lot 1:** The acquisition of paddy in UNVDA Ndop;

➤ **Lot 2:** The purchase of packaging materials (bags) in UNVDA Ndop.

N.B: A bidder could be awarded the two lots.

5. Estimated cost

The estimated costs after preliminary studies stand at:

➤ **Lot 1:** The acquisition of paddy in UNVDA Ndop: **25 000 000 (Twenty Five Million) CFA francs Tax Inclusive;**

➤ **Lot 2:** The purchase of packaging materials (bags) in UNVDA Ndop: **75 000 000 (Seventy Five Million) CFA francs Tax Inclusive.**

6. Participation and origin

Participation in this invitation to tender is open to all interested Cameroonian based-service providers with founded experience in the said domain.

7. Financing

Services which form the subject of this invitation to tender shall be financed by the 2019 Public Investment Budget of MINADER, imputation: _____.

8. Consultation of tender file:

The file may be consulted during working hours at the **General Secretariat of UNVDA**, P.O. Box 25 Ndop, Email: unvdandop@gmail.com , Tel: (237) 691 79 83 72 as soon as this notice is published.

9. Acquisition of tender file:

The file may be obtained from the **General Secretariat of UNVDA**, P.O. Box 25 Ndop, Email: unvdandop@gmail.com , Tel: (237) 691 79 83 72 as soon as this notice is published against payment of the sum of:

- Lot 1: **42 000 (Forty Two Thousand)** CFA francs;
- Lot 2: **82 000 (Eighty Two Thousand)** CFA francs, payable at BICEC, account CAS ARMP N° 97568660001-28.

10. Submission of bids:

Each bid drafted in English or French in **seven (07)** copies including **one (01)** original and **six (06)** copies, marked as such, should reach the **General Secretariat of UNVDA** not later than 18 JUN 2019 at **10 o'clock local time** and should carry the inscription:

N° 01 **Open National Invitation to Tender in Emergency Procedure**
ONIT/UNVDA/ITB/2018 of 27 MAY 2019 for the acquisition of paddy and
the purchase of packaging materials (bags) in UNVDA Ndop.
"To be opened only during the bid-opening session"

11. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in Charge of Finance and whose list is found in document No. 9 of the Tender File, of an amount of:

- Lot 1: **500 000 (Five Hundred Thousand)** CFA Francs;
- Lot 2: **1 500 000 (One Million Five Hundred Thousand)** CFA Francs and valid for thirty (30) days beyond the date of validity of bids.

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 (03)** 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 opening of administrative documents, technical and financial bids, is on 18 JUN 2019 at **11 o'clock local time** by the UNVDA Internal Tenders Board situated at the conference hall of UNVDA at Ndop.

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

14. Evaluation criteria

14.1 Eliminary criteria

Administrative Documents:

- a) Absence of an administrative document ;
- b) Absence of a bid bond issued by a first-rate bank approved by the Ministry in charge of Finance;

- c) Absence of an honorary attestation signed by the bidder attesting that the bidder has not abandoned any contract within the last three (03) years and that the bidder does not figure in the list of defaulter enterprises established yearly by the Minister of Public Contracts;
- d) False declaration or falsified documents.

Technical bids:

- a) Falsified declaration or falsified documents;
- b) Absence of an attestation to a credit line or other sources equivalent to at least 50 000 000 (Fifty Million) CFAF;
- c) Have less than **80%** of technical points.

Financial bids:

- a) Non conformity of tender submission;
- b) Absence of a price in the Price Schedule having a quantity.

14.2 Essential criteria

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

- General presentation of the bids;
- Availability of essential material and equipment for the acquisition of paddy;
- Availability of the Hygrometer to evaluate the moisture contain in paddy;
- References in the domain of agricultural products especially paddy or packaging materials;
- Special Administrative Clauses completed and initialed in all the pages and signed in the last page;
- Special Technical Clauses initialed in all the pages and signed in the last page;
- Delivery deadline in conformity.

The evaluation will be done in a purely **positive way (YES)** or **negative (NO)** with an acceptable minimum of 80% of the essential criteria taken into account.

15. Award

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

16. Validity of offers

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

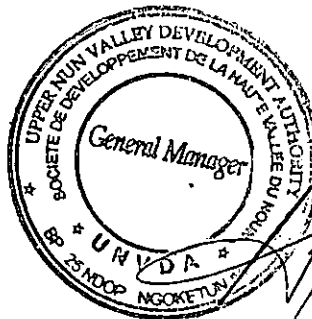
17. Complementary information

Complementary information may be obtained during working hours from the **General Secretariat of UNVDA**, P.O. Box 25 Ndop, Email: unvdandop@gmail.com, Tel: (237) 691 79 83 72.

Done at Ndop, the **27** **MAY** 2019

Copies:

- ARMP /Bamenda;
- President/UNVDA ITB;
- CHRONO/ARCHIVES;
- Service of Public Contracts/UNVDA;
- Notice board.



Eric Akongnyi Andangfung



Avis

D'Appel d'Offres National Ouvert en procédure d'urgence
N° 01/AONO/UNVDA/CIPM/2019 du 27 MAT 2019
Pour l'Acquisition du Paddy et l'Achat des Emballages Commerciaux
(Sacs) à l'UNVDA Ndop.

1. Objet de la Consultation:

Dans le cadre de l'exécution du Budget d'Investissement Public de 2019, le Directeur Général, Maître d'Œuvre, lance un appel d'offres national ouvert par procédure d'urgence pour l'acquisition de paddy et l'achat des emballages commerciaux (sacs) à l'UNVDA Ndop.

2. Nature des prestations

Les prestations dans ce marché comprennent notamment:

Les services objet de ce marché comprennent notamment:

Lot 1: -Acquisition du paddy propre;
-Transport au magasin central.

Lot 2: - Achat des emballages commerciaux (sacs).

3. Délai de livraison

Le délai maximum prévu par l'Autorité Contractante pour l'exécution des prestations objet de cette consultation est de **trois (03) mois**.

4. Lotissement

Les prestations sont en deux (02) lots suivants:

- Lot 1: Acquisition du paddy à l'UNVDA Ndop;
- Lot 2: Achat des emballages commerciaux (sacs) à l'UNVDA Ndop.

N.B: Le soumissionnaire pourrait être attributaire des deux lots.

5. coût estimatif

Le coût estimatif après les études préliminaires est de:

- Lot 1: Acquisition du paddy à l'UNVDA Ndop: **25 000 000 (Vingt-Cinq Millions) Francs CFA TTC;**
- Lot 2: Achat des emballages commerciaux (sacs) à l'UNVDA Ndop: **75 000 000 (Soixante Quinze Millions) Francs CFA TTC.**

6. Participation et origine

La participation cette consultation est ouverte aux prestataires intéressés de droit Camerounais avec une grande expérience dans le domaine.

7. Financement

Les prestations objet de cette consultation seront financées par le Budget d'Investissement Public du MINADER de 2019, imputation: _____

8. Consultation du Dossier d'Appel d'Offres:

Le dossier peut être consulté pendant les heures ouvrables au **Secrétariat Général de l'UNVDA**, B.P. 25 Ndop, Email: unvdandop@gmail.com , Tel: (237) 691 79 83 72 dès publication de cet avis.

9. Acquisition du Dossier d'Appel d'Offres:

Le dossier peut être obtenu au **Secrétariat Général de l'UNVDA**, B.P. 25 Ndop, Email: unvdandop@gmail.com , Tel: (237) 691 79 83 72 dès publication de cet avis contre paiement d'une somme de:

- Lot 1: **42 000 (Quarante Deux Mille)** francs CFA;
- Lot 2: **82 000 (Quatre-Vingt Deux Mille)** francs CFA, payable à la BICEC, compte CAS ARMP N° 97568660001-28.

10. Remise des offres:

Chaque offre, rédigée en Français ou en Anglais en **sept (07)**, exemplaires dont **un (01)** original et **six (06)** marqués comme-tels, devra parvenir au **Secrétariat Général de l'UNVDA** de l'UNVDA, au plus tard le **18 JUIN 2019** à **10 heures précises** et devra porter la mention:

N° **01** **Appel d'Offres National Ouvert en procédure d'urgence**
AONO/UNVDA/CIPM/2019 du 7 MAI 2019 Pour l'acquisition du paddy et
l'achat des emballages commerciaux (sacs) à l'UNVDA Ndop.
"A n'ouvrir qu'en séance de dépouillement"

11. Cautionnement provisoire

Chaque soumissionnaire devra joindre à ses pièces administratives une caution de soumission établie par une banque de 1^{er} ordre agréée par le Ministère des Finances dont la liste se trouve dans le document No. 9 du Dossier d'Appel d'Offres, d'un montant de: Lot 1: **500 000 (Cinq Cent Mille) francs CFA** et Lot 2: **1 500 000 (Un Million Cinq Cent) francs CFA**, et valable pendant trente (30) jours au-delà de la date de validité des offres.

12. Recevabilité des offres:

Sous peine de rejet, les pièces administrative requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative compétente, conformément au listing prévu au Règlement Particulier de Consultation. Elles devront dater de moins de **trois (03) mois** ou avoir été établies postérieurement à la date de signature de l'Avis de consultation.

Toute offre non conforme aux prescriptions du présent Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de 1^{er} ordre agréée par le Ministère 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.

13. Ouverture des offres:

Les offres seront ouvertes en une phase.

L'ouverture des pièces administratives, techniques et financiers le **18 JUIN 2019** à **11 heures précises** par la Commission Interne de passation des marchés de l'UNVDA située dans la salle de conférence de l'UNVDA à NDOP.

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne dûment mandatée.

14. Critères d'évaluation

a. Critères éliminatoires

Pièces administrative:

- a) Absence d'une pièce administrative;
- b) Absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances;

- c) Absence d'une attestation de Non-exclusion des marchés publics délivrée par l'Agence de Régulation des marchés Publics;
- d) Absence d'une attestation sur l'honneur du soumissionnaire qu'il n'a pas abandonné de marché Durant les trois (03) dernières années et que le soumissionnaire ne figure pas sur la liste des entreprises délinquantes établie par le Ministre des Marchés Publics;
- e) Pièce falsifiée ou non authentique.

Offre technique:

- a) Fausse déclaration, documents falsifiées;
- b) Absence d'une attestation prouvant que le soumissionnaire ne figure pas sur la liste des entreprises défailtantes annuellement établie par le Ministre des marchés Publics;
- c) Absence d'un accès à une ligne de crédit ou autres ressources financières équivalant au moins à 50 000 000 (Cinquante Millions) FCFA
- d) Note technique inférieure à **80%**.

Offre financière:

- a) Soumission non conforme ;
- b) Absence dans l'offre financière d'un Prix unitaire quantifié;
- c) Non-conformité avec le modèle de soumission.

b. Critères essentiels

Les critères relatifs à la qualification des candidats devront être les suivants

- Présentation générale des offres;
- Capacité financière;
- Disponibilité de matériel et équipement essentiels pour l'acquisition du paddy;
- Disponibilité de l'Hygromètre de l'évaluation de la teneur en eau du paddy;
- Références dans le domaine de l'achat des produits agricoles spécialement le paddy ou les emballages commerciaux;
- Cahier des Clauses Administratives Particulières complété, visé dans toutes les pages et signé à la dernière page;
- Cahier des Clauses Techniques Particulières complété, visé dans toutes les pages et signé à la dernière page;
- Délai en conformité.

15. Attribution du Marché

L'évaluation se fera purement par la méthode **positive (OUI)** ou **négative (NON)** avec un minimum acceptable de 80% des critères essentiels pris en compte.

Le Marché sera attribué au soumissionnaire avec l'offre évaluée la moins-disante ayant satisfait à 100% des critères éliminatoires et au moins 80% des critères essentiels.

16. Durée de validité des Offres

Les soumissionnaires restent tenus par leurs offres pendant **Quatre-Vingt-Dix (90)** jours à partir de la date limite de dépôt des offres.

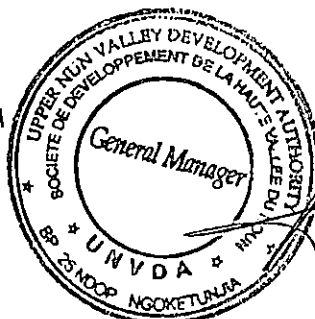
17 Renseignements Complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus tous les jours aux heures ouvrables au **Secrétariat Général de l'UNVDA**, B.P. 25 Ndop, Email: unvdandop@gmail.com, Tel: (237) 691 79 83 72.

Fait à Ndop, le **27 MAT 2019**

Copies:

- ARMP/Bamenda
- Président/CIPM-UNVDA
- CHRONO/ARCHIVES
- Service des Marchés Publics/UNVDA
- Affichages



General Manager

Eric Akongnui Andangfung 9

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

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General Regulations of the invitation to tender

A. General

Article 1: Scope of offer

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

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

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

- 1.2 The preferred or successful bidder must furnish the supplies within the time-limit indicated in the Special Regulations of the invitation to tender and which runs, except otherwise stipulated in the SAC, from the date of notification of the Administrative Order to start the delivery of the supplies or that set in the said Administrative Order.
- 1.3 In this Tender File the term "day" means a calendar day.

Article 2: Financing

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

Article 3: Fraud and corruption

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

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

- i. Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
- ii. is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;
- iii. "collusive practices" mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition;
- iv. "coercive practices" mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract;

- v. Conflict of interest shall mean any situation in which the financial or personal interest of an agent or public entity is likely to compromise transparency in the award of public contracts.
- b. Any award proposal shall be rejected if it is determined that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices in the award of this contract.

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

Article 4: Candidates allowed to compete

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

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

- (a) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
- (b) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest.

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

- i) is or was associated in the past in an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
 - ii) presents more than one bid within the context of this invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid; or
 - iii) the Contracting Authority or Project Owner has financial interests in the share capital in way as to compromise the transparency of the contracts award procedure.
- (c) The bidder must not have been excluded from bidding for public contracts.
- (d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct or indirect supervisory authority of the Contracting Authority or Project Owner.

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

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

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

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

Article 6: Qualification of bidder

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

- (a) submit a power of attorney making the signatory of the bid bound by the offer; and
- (b) furnish all the information requested from bidders in the Special Regulations, in order to establish their ability to execute the contract.

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

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

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

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

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

B. Tender File

Article 7: Content of Tender File

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

Document N° 1	The tender notice in English and French signed by the Contracting Authority
Document N° 2	The General Regulations of the invitation to tender
Document N° 3	The Special Regulations of the invitation to tender
Document N° 4	The Special Administrative Conditions
Document N° 5	The description of the supplies which includes: <ul style="list-style-type: none">- The list of the supplies and ancillary services;- Technical specifications and for complex projects;
Document N° 6	Schedule of unit and all-in prices
Document N° 7	Schedule of detailed estimates
Document N° 8	Model contract
Document N° 9	Models to be used by bidders
Document N° 10	List of first rate banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds for public contracts
Document N° 11	Evaluation grid

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

Article 8: Clarifications on the Tender File

8.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (telecopy or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the invitation to tender. The Contracting Authority shall reply in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of the offers. A copy of the Contracting Authority's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought the Tender File.

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

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

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

Article 9: Amendment of the Tender File

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

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

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

C. Preparation of bids

Article 10: Bidding fees

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

Article 11: Language of bid

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

Article 12: Constituent documents of the bid

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

a. Volume 1: Administrative file

It includes:

DOCUM ENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force (written by the bidder).

A.2	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.3	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.4	Purchase receipt of tender file
A.5	A bid bond of as stated above issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.6	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.7	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis à vis the Fund; the attestation should be less than three months old.
A.8	Business License (photocopy certified by the chief of centre of Taxes, not more than three months).
A.9	A Certified Copy of a valid taxpayers' card, delivered by the chief of centre of Taxes.
A.10	Certified copies of attestation of Localization and Plan of Localization
A.11	An honorary attestation signed by the bidder attesting that the bidder has not abandoned any contract within the last three (03) years and that the bidder does not figure in the list of defaulter enterprises established yearly by the Minister of Public Contracts

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 proposed in accordance with article 17 of the General Regulations;
- The personnel of Agricultural field (Agricultural Technician and Senior Agricultural Technician) for lot 1.
- 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.

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

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

Article 13: Bid price

- 13.1 Prices shall be indicated as required in the model schedules of prices 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.

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

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

Article 14: Currency of bid

Prices shall be drawn in the CFA franc.

Article 15: Documents attesting to the eligibility of the bidder

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

Article 16: Documents attesting to the admissibility of supplies

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.

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 data and include a detailed description of the main technical 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 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, equipment and materials 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.

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) the bidder has the financial, technical and production capacity necessary to execute the contract;
- c) the supplier has the relevant experience similar to that provided for in the Tender File.

Article 19: Bid bond

- 19.1 In application of article 12 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which shall become a full part of his offer.
- 19.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with article 20(2) of the General Regulations.
- 19.3 Any bid without an acceptable bid bond shall be rejected by the (Tenders Board) as not being in conformity. The bid bond of associated enterprises must be established in the name of the representative submitting the bid and should mention each member of the associated grouping.
- 19.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 19.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- 19.6 The bid bond may be seized:

a) if the bidder:

- i) withdraws his bid during the time-limit which he specified in his bid;
- ii) does not accept the correction of errors in application of article 30(4) of the General Regulations; or

b) if the bidder retained:

- i) defaults in his obligation to sign the contract in application of article 42 of the General Regulations; or
- ii) defaults in his obligation to furnish the final bond in application of article 43 of the General Regulations.

Article 20: Validity of bids

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

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

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

Article 21: Form and signature of the bid

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

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

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

D. Submission of bids

Article 22: Sealing and marking of bids

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

22.2 The external and internal envelopes :

- a) should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
- b) should bear the name of the project as well as the subject and number of the invitation to tender indicated in the Special Regulations and the inscription

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

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

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

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

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

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

Article 24: Late bids

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

Article 25: Modification, substitution and withdrawal of bids

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

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

- 25.2 The notification of modification, replacement or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of article 22 of the General Regulations. The withdrawal may equally be notified by telephone but should, in this case, be confirmed by a duly signed written notification whose date, post mark being authentic, must not be posterior to the time-limit set for the submission of offers.
- 25.3 Bids being requested to be withdrawn in application of article 25(1) shall be returned unopened.
- 25.4 No bid may be withdrawn in the interval between the deadline set for the submission of bids and the expiry of the validity period of the bids set in the model bid. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 19(6) of the General Regulations.

E. Opening of envelopes and evaluation of bids

Article 26: Opening of envelopes and petitions

- 26.1 The competent Tenders Board shall open the envelopes in single or two phases in the presence of the representatives of bidders who wish to attend and who have a perfect mastery of the file, at the date, time and address specified in the Special Regulations. Representatives of bidders present shall sign a register attesting to their presence.
- 26.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal of a bid shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement bid" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened.
- The replacement of a bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed only if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated
- 26.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 26.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.

- 26.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is appended the attendance sheet is handed over to all the participants at the end of the session.
- 26.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialled copy of the bids presented by bidders and a copy to MINMAP for files requiring his prior endorsement.
- 26.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate at the Presidency of the Republic in charge of Public Contracts with copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

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

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

Article 27: Confidential nature of the procedure

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

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

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

Article 29: Conformity of bids

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

- 29.2 The Evaluation sub-committee shall determine if the bid is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- 29.3 A bid that conforms to the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or omission is that:
- a. which substantially limits the scope, quality or performance of the supplies and ancillary services specified in the contract;
 - b. which substantially limits and is not in conformity with the Tender File, the rights of the Contracting Authority or the obligations of the bidder in relation to the contract; or
 - c. whose acceptance would be prejudicial to other bidders who presented bids that essentially conformed with the Tender File.
- 29.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not eventually be rendered in compliance.
- 29.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

Article 30: Evaluation of technical bid

- 30.1 The Evaluation sub-committee shall examine the bid to confirm that all the conditions fixed in the Special Regulations and Special Administrative Conditions were accepted by the bidder without substantial difference or reservation.
- 30.2 The sub-committee shall evaluate the technical aspects of the bid presented in accordance with article 17 of the General Regulations in order to ensure that all the stipulations of the Schedule of prices, delivery calendar and Supplies Specification (technical specifications, plans, inspections and trials) are respected without substantial difference or reservation.
- 30.3 If after the examination of the terms and conditions of the invitation to tender and the technical evaluation, the Evaluation sub-committee establishes that the bid does not essentially conform in application of article 29 of the General Regulations, it shall propose to the Tenders Board that the said bid be set aside.

Article 31: Qualification of the bidder

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

Article 32: Correction of errors

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

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

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

b) 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.

F. Award of the contract

Article 35: Award of the contract

35.1 The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in conformity with the Tender File and who has the required technical and

financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates.

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

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

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

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

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

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

Article 38: Notification of the award of the contract

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

Article 39: Publication of results of award and petitions

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

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

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

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

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

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

Article 40: Signing of the contract

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

Article 41: Final Bond

- 41.1 Within twenty (20) days of the notification by the Contracting Authority, the supplier shall furnish the Project Owner with a final bond in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.
- 41.2 The bond whose rate varies between 2 and 5% of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment in accordance with the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.
- 41.3 Small and medium-sized enterprises (SME) constituted of nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or a first rate financial institution approved in accordance with the instruments in force.
- 41.4 Failure to produce the final bond within the prescribed time-limit shall likely cause the termination of the contract.

**Document N°. 3:
Special Regulations of the invitation to
tender**

Special Regulations of the invitation to tender

The following provisions which are specific to the supplies subject of the invitation to tender, supplement or where applicable, specify the provisions of the General Regulations of the invitation to tender.

General	
1.	Definition of supplies The services of this contract comprise notably the acquisition of paddy and the purchase of packaging materials (bags) in UNVDA Ndop
1.1	Name and address of Project Owner: The General Manager of UNVDA, P.O. Box 25 Ndop, Email: unvdandop@ymail.com , Tel: (237) 691 79 83 72. Name and address of Contracting Authority: The General Manager of UNVDA, P.O. Box 25 Ndop, Email: unvdandop@ymail.com, Tel: (237) 691 79 83 72. Reference of the invitation to tender: <i>Open National Invitation to Tender in emergency procedure</i> N° _____ /ONIT/UNVDA/ITB/2019 of _____
1.2	Delivery deadline: Three (03) months
2	Source of financing: 2019 Public Investment Budget of MINADER Imputation _____.
3.1	List of pre-qualified candidates: Not applicable
3.2	Criteria
4	Criteria of origin of supplies
5	Evaluation criteria
5.1	Eliminatory criteria Administrative Documents: <ul style="list-style-type: none"> a) Absence of an administrative document ; b) Absence of a bid bond issued by a first-rate bank approved by the Ministry in charge of Finance; c) Absence of an honorary attestation signed by the bidder attesting that the bidder has not abandoned any contract within the last three (03) years and that the bidder does not figure in the list of defaulter enterprises established yearly by the Minister of Public Contracts; d) False declaration or falsified documents. Technical bids: <ul style="list-style-type: none"> e) Falsified declaration or falsified documents; f) Absence of an attestation to a credit line or other sources equivalent to at least 50 000 000 (Fifty million) FCFA; g) Have less than 80% of technical points. Financial bids: <ul style="list-style-type: none"> h) Non conformity of tender submission; i) Absence of a price in the Price Schedule having a quantity.

	<p>Essential criteria</p> <p>The criteria relating to the qualification of bidders could indicatively be on the following:</p> <ul style="list-style-type: none"> j) General presentation of the bids; k) Availability of essential material and equipment for the purchasing of paddy; l) Availability of the instrument to evaluate the moisture contain in paddy; m) Availability of the design for the packaging materials; n) References in the domain of agricultural products purchasing especially paddy purchase; o) Special Administrative Clauses completed and initialed in all the pages and signed in the last page; p) Special Technical Clauses initialed in all the pages and signed in the last page; q) Delivery deadline. <p>The evaluation will be done in a purely positive way (YES) or negative (NO) with an acceptable minimum of 80% of the essential criteria taken into account.</p>																						
5.2	In case of a group of suppliers: Not applicable																						
6.	Language of bid: English or French																						
6.1	<p>The list of documents on qualification referred to article 12 of the General Regulations must be supplemented and grouped in three volumes inserted respectively in internal envelopes and detailed as follows:</p> <p>Envelope A- Volume 1 Administrative file</p> <table border="1"> <thead> <tr> <th>DOCUM ENT N°</th><th>DESCRIPTION</th></tr> </thead> <tbody> <tr> <td>A.1</td><td>Declaration of intention to tender stamped with the tariff in force (written by the bidder).</td></tr> <tr> <td>A.2</td><td>Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.</td></tr> <tr> <td>A.3</td><td>Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.</td></tr> <tr> <td>A.4</td><td>Purchase receipt of tender file</td></tr> <tr> <td>A.5</td><td>A bid bond of as stated above issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions</td></tr> <tr> <td>A.6</td><td>An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)</td></tr> <tr> <td>A.7</td><td>An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis à vis the Fund; the attestation should be less than three months old.</td></tr> <tr> <td>A.8</td><td>Business License (photocopy certified by the chief of centre of Taxes, not more than three months).</td></tr> <tr> <td>A.9</td><td>A Certified Copy of a valid taxpayers' card, delivered by the chief of centre of Taxes.</td></tr> <tr> <td>A.10</td><td>Certified copies of attestation of Localization and Plan of Localization</td></tr> </tbody> </table>	DOCUM ENT N°	DESCRIPTION	A.1	Declaration of intention to tender stamped with the tariff in force (written by the bidder).	A.2	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.	A.3	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.	A.4	Purchase receipt of tender file	A.5	A bid bond of as stated above issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions	A.6	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)	A.7	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis à vis the Fund; the attestation should be less than three months old.	A.8	Business License (photocopy certified by the chief of centre of Taxes, not more than three months).	A.9	A Certified Copy of a valid taxpayers' card, delivered by the chief of centre of Taxes.	A.10	Certified copies of attestation of Localization and Plan of Localization
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A.11	An honorary attestation signed by the bidder attesting that the bidder has not abandoned any contract within the last three (03) years and that the bidder does not figure in the list of defaulter enterprises established yearly by the Minister of Public Contracts	
Envelope B- Volume 2: Technical bid		
b.1 Financial capacity;		
Attestation to a credit line or other sources equivalent to at least 50 000 000 (Fifty Million) FCFA;		
b.2 Information on qualification		
-		
Proof of having executed at least one (01) contract of same nature during the last three (03) years, with amounts of the said contracts, coordinates of officials of the projects or Project Owners as well as justificatory documents (copies of the first and last pages of contracts or jobbing orders, delivery slips signed by the Project Owner, minutes of acceptance certifying to the proper execution of these contracts).		
b.3 Technical proposals		
-		
Availability of essential materials and equipment for the acquisition of paddy (Scales, Winnowers);		
-		
Availability of the design for the packaging materials;		
-		
Availability of the Hygrometer to evaluate the moisture contain in paddy;		
-		
Availability of personnel (Agricultural Technician and Senior Agricultural Technician) for lot 1.		
b.4 Delivery deadline: Three (03) months		
from the date of notification of the service order to commence services.		
b.5 Proofs of acceptance of conditions of the contract		
The bidder should submit copies documents governing the contract, duly initialled in all the pages and signed in the last page, namely:		
a)		
The Special Administrative Conditions (SAC);		
b)		
The Technical Specifications (TS).		
Envelope C. Volume 3: Financial bid		
It includes all the elements that help in justifying the cost of services namely:		
c.1 The bid proper ,		
generally prepared according to the attached model, stamped at the prevailing rate and dated;		
c.2 The duly filled unit and/or all-in price Schedule;		
c.3 The duly filled bill of quantities and detailed estimates.		
To this effect, bidders should use the documents and models provided for in the Tender File, subject to the provisions of article 19(2) of the General Regulations concerning the other possible forms of bid bond.		
N.B The various parts of the same file must obligatorily be separated by colour dividers both		

	<i>in the original and in the copies in a way as to facilitate examination.</i>
Bid price and currency	
7.1	<i>[Specify the Incotem, place or port of the trade terms used]</i>
7.2	The price of the contract shall <i>not</i> be revisable.
8	Currency of bid Prices shall be drawn in the following currency: CFA francs
9	Currency of country of Contracting Authority (national currency): CFA francs
10	Period of functioning of the supplies: <i>Three (03) months</i>
Preparation and submission of bids	
11	Amount of the bid bond: ➤ Lot 1: 500 000 (Five Hundred Thousand) CFA Francs; ➤ Lot 1: 1 500 000 (One Million Five Hundred Thousand) CFA Francs.
12	Period of validity of bids: The period of validity of bids is Ninety (90) days from the date of submission of offers
13	The number of copies of the bid which must be filled and sent. Seven, one original and six copies. Take account of the copy to be forwarded to ARMP at the end of the bid-opening session and not later than 72 hours after the opening of bids].
14	Address of the Project Owner to be used for the submission of bids: The General Manager of UNVDA, P.O. Box 25 Ndop, Email: unvdandop@ymail.com, Tel: (237) 691 79 83 72 Number of the invitation to tender: Open National Invitation to Tender in emergency procedure N° _____/ONIT/UNVDA/ITB/2019 of _____
15	Date and time-limit for submission of bids: _____ at 10 o'clock local time
16	Venue, date and time of opening of bids UNVDA conference hall in Ndop on _____ at 11 o'clock local time
Award of the contract	
17 and 18	The final bond which must be furnished by the bidder retained and presented in the form indicated in the Tender File is 3%: ➤ Lot 1: 750 000 (Seven Hundred and Fifty Thousand) CFA Francs; ➤ Lot 1: 2 250 000 (Two Million Two Hundred and Fifty Thousand) CFA Francs.

**Document No. 4:
Special Administrative Conditions
(SAC)**

Content

Chapter I: General

- Article 1 - Subject of the contract
- Article 2 - Award procedure
- Article 3 - Definitions and duties
- Article 4 - Applicable language, law and regulations
- Article 5 - Standards
- Article 6 - Constituent documents of the contract
- Article 7 - General applicable instruments
- Article 8 - Communication
- Article 9 - Administrative Orders

Chapter II: Financial conditions

- Article 10 - Guarantees and bonds
- Article 11 - Amount of contract
- Article 12 - Place and method of payment
- Article 13 - Price variation
- Article 14 - Advances
- Article 15 - Payment
- Article 16 - Interest on overdue payments
- Article 17 - Penalties for delay
- Article 18 - Tax and customs schedule
- Article 19 - Stamp duty and registration of contracts

Chapter III: Execution of services

- Article 20 - Patent rights
- Article 21 - Place of delivery and deadline
- Article 22 - Role and responsibilities of supplier
- Article 23 - Transport and insurance

Chapter IV: Acceptance

- Article 24 - Documents to be furnished before the technical acceptance
- Article 25 - Guarantee and delivery deadline
- Article 26 - Final acceptance

Chapter V: Sundry provisions

- Article 27 - Termination of the contract
- Article 28 - Case of force majeure
- Article 29 - Differences and disputes
- Article 30 - Drafting and dissemination of this contract
- Article 31 and last - Entry into force of the contract

Chapter I

General

Article 1: Subject of tender

1.1 Subject of contract

The subject of this contract is the acquisition of paddy and purchase of packaging materials (bags) in UNVDA Ndop: Lots 1 & 2 according to the characteristics defined in the technical specifications and the quantities defined in the estimates.

1.2 Nature of services

The services of this contract comprise notably:

Lot 1: - Acquisition and collection of clean paddy;
-Transportation to the central warehouse.

Lot 2: Purchase of packaging materials (bags).

Article 2: Award procedure

The Procedure of Award of this Contract is by Open National Tender in emergency procedure N° _____/ONIT/UNVDA/ITB/2019 of _____

Article 3: Definitions and duties

3.1 General definition:

- The Contracting Authority is the **General Manager, UNVDA Ndop**. He awards the contract and ensures the preservation of originals of contract documents and the transmission of copies to the Ministry in charge of Public Contracts and ARMP;
- The authority in charge of the control of effectiveness of execution of the services is the **Divisional Delegate of Public Contracts of Ngoketunjia-North West Region**;
- The Project Owner is the **General Manager of UNVDA Ndop**. He ensures the defense of his interests at the stages of definition, elaboration, execution and reception of services subject of the contract;
- The Chief of Service is the **Director of Administrative and Financial Affairs of UNVDA Ndop**; He ensures the respect of the administrative conditions and contractual time-limits.
- The Contract Engineer is: - the **Director of Agricultural Production of UNVDA Ndop** for lot 2;
- the **Director of Marketing of UNVDA Ndop** for lot 2 hereinafter referred to as the Engineer.
- The supplier shall be *[to be specified]*.

3.2. Security

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

In this case:

- The authority in charge of authorising payment is: the **General Manager of UNVDA Ndop**
- The authority in charge of the clearance of expenditures is the **Specialized Financial Controller of the Ministry of Agriculture and Rural Development, Yaounde**;
- The body or official in charge of payment is the **Specialized Paymaster, Ministry of Agriculture and Rural Development, Yaounde**;

- The official competent to furnish information within the context of execution of this contract is the **Director of Marketing of UNVDA Ndop**.

Article 4: Language, applicable law and regulation

1. The language to be used is English or French.
2. The supplier shall be bound to observe the law, regulations and ordinances in force in the Republic of Cameroon both within his own organization and in the execution of the contract. If in Cameroon the regulations, laws and administrative and fiscal measures in force at the date of signature of this contract are amended after the signature of the contract, the possible direct resulting costs shall be taken into account without gain or loss for either party.

Article 5: Standards

- 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

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;
- 7) The General Administrative Conditions (GAC) applicable to supplies contracts as put in force by Decree No. 033 of 13 February 2007;
- 8) The General Technical Conditions applicable to services forming the subject of the contract.

Article 7: General instruments in force

This contract shall be governed by the following general instruments:

1. Law N°. 2016/018 of 14 December 2016 on the Finance Law of the Republic of Cameroon for the 2017 financial year ;
2. Law N°. 96/12 of 5th August, 1996 on the management of the environment.
3. Decree N° 2018/366 of 20 June 2018 on Public Contracts Code;
4. Decree N°. 2011/408 of 09 December 2011 on the organization of the Government;
5. Decree N° 2011/410 of 09 December 2011 on the formation of the Government;
6. Decree No. 2012/076 of 08 March 2012 amending and supplementing some provisions of Decree No. 2001 /048 of 23 February 2001 on the creation, the organization and functioning of the Public Contracts Regulatory Agency;
7. Decree N° 2003/651/PM of 16 April 2003 laying down the procedures for the application of tax and customs regime of public contracts;

8. Ministerial Order N° 0206/A/MINMAP of 3rd July 2018 on the creation Internal Tenders Boards in State Corporations;
9. Circular Letter N° 003/CAB/PM of 18 April 2008 on the enforcement of rules governing the procurement, execution and control of Public Contracts;
10. Circular Letter N° 0001/CAB/PR of 19 June 2012 on the procurement and control of the execution of public contracts;
11. Circular letter N° 002/CAB/PM of 31 January 2011 on the improvement of the performance of the Public Contract system;
12. Circular letter No. 004/LC/MINMAP/CAB of 26th August, 2013 defining modalities for prior visa to the signing of certain contracts;
13. Applicable Standards;
14. Others showing specific domains concern.

Article 8: Communication

- 8.1 All notifications and written communication within the framework of this contract shall be sent to the following address:
 - a. In the case where the contractor is the addressee: beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Contract Manager and immediately after delivery of the supplies, correspondences shall be validly addressed to the *Ndop* council, chief town of the Region in which the supplies were done;
 - b. In the case where the Project Owner the addressee:
The General Manager of UNVDA *Ndop* with a copy addressed to the Contract Manager and Contract Engineer, where need be.
 - c. In the case where the Contracting Authority is the addressee:
The Minister of General Manager, UNVDA *Ndop* with a copy addressed within the same deadline to the Contract Manager, Engineer, where necessary.
- 8.2 The supplier shall address all written notifications or correspondences to the Project Owner, with copies to the Contracting Authority and the Contract Manager

Article 9: Administrative Orders

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

- 9.1 The Administrative Order to start execution of supplies shall be signed by the Contracting Authority and notified to the supplier by Contract Manager, and copied to the Engineer 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 the Contract Manager, and copied to Engineer 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 Project Owner and notified to the supplier by the Engineer.
- 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 Engineer.
- 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 General Manager and notified to the supplier by the Engineer.
- 9.6 With regard to Administrative Orders signed by the Project Owner and notified by the Contract Manager, this must be done within a **maximum deadline of 30 days** from the date of transmission by the Contracting Authority to the Contract Manager.

Chapter II: Financial conditions

Article 10 Guarantees and securities

10.1 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 acceptance of the supplies, following a release issued by the Project Owner upon request by the supplier.

10.2 Performance bond (Not applicable)

10.3 Guarantee of start-off advance (Not applicable)

Article 11: 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 12: Place and method of payment

The Project Owner shall pay the sums due by transfer into account No. _____ opened in the name of the supplier in _____ bank.

Article 13: Price variation

13.1 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 14: Advances

14.1 The Project Owner may grant a start-off advance is maximum 30% of the amount inclusive of all taxes and guaranteed at 100% by a first rank bank.

14.2 The time-limit for payment of the start-off advance is fixed at fifteen (15) days from the date of its request by the supplier.

Article 15: Payment

The time-limit of approval of bills by the Contracting Authority before transmission to the accountant responsible for payment is fifteen (15) days; and the time-limit after reception of approved bills is fifteen (15) days.

Article 16: Interest on overdue payments

Possible interests on overdue payments are paid by statement of sums due in accordance with article 167 of Decree N° 2018/366 of 20 June 2018 on Public Contracts Code.

Article 17: Penalties for delays

17.1 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 30th day beyond the contractual time-limit;
- b. One thousandth ($1/1000^{\text{th}}$) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.

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

Article 18: Tax and customs regulations

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 AIR 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;
- Council dues and taxes;

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 19: Stamp duty and registration of contracts

Seven (07) 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 20: Patent rights

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 21: Place and delivery deadline

21.1 The place of delivery shall be the central warehouse of UNVDA Ndop.

21.2 The delivery deadline of the services forming the subject of this contract is: **Three (03)** months.

21.3 This deadline shall run from the date of notification of the Administrative Order to start execution.

Article 22: Role and responsibilities of the supplier

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 23: Transport and insurance

23.1 Packaging for transportation

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

23.2 Insurance

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

Chapter IV: Acceptance

Article 24: Documents to be furnished prior to the technical acceptance

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

1. Copy of the supplier's bill describing the supplies indicating their quantities, prices and total amount;
2. Notification of the delivery.

Article 25: Guarantee period (Not applicable)

Article 26: Final acceptance

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

26.2 The Acceptance Commission shall comprise the following members for each lot:

- 1- The Contracting Authority or his representative..... (President);
- 2- The Project Owner or his representative..... (Member);
- 3- The Contract Engineer.....(Secretary);
- 4- The Chief of Service.....(Member);
- 5- The Divisional Delegate, MINMAP Ngoketunjia (Member);
- 6- The Stores Accountant UNVDA.....(Member);
- 7- Any other member designated by the project owner..... (Member).

Members of the Commission shall be convened to the acceptance by mail at least ten (10) days before the date of acceptance and the supplier shall be convened by mail ten

days before acceptance. He is bound to attend (or be represented) (quorum is five (05) members out of nine (09)).

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

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

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

26.3 The final acceptance shall mark the end of the contract. 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 27: Termination of the contract

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 fifteen (15) calendar days in the execution of an Administrative Order or unjustified stoppage of service of more than fifteen (15) 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 28: Case of force majeure

The term "force majeure" shall mean any event beyond the control of the supplier, which is not attributable to his fault or negligence and which is unforeseeable and inevitable. Without this list being exhaustive, such events may include the decisions by the Contracting Authority under State sovereignty, wars and revolutions, fire disasters, floods, epidemics, quarantine measures and embargo on freight.

In case of force majeure the supplier shall notify the Contracting Authority in writing the existence of the force majeure and the reasons before the fifteenth day following the event. Subject to contrary instructions in writing by the Contract Manager, the supplier shall continue to fulfill his contractual obligations as far as it is possible and shall try to continue his obligations not affected by the force majeure.

Article 29: Disagreements and disputes

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

Article 30: Production and dissemination of this contract

Ten (10) copies of this contract shall be produced at the cost of the supplier and furnished to the Chief of Service of Public Contracts-UNVDA Ndop.

Article 31 and last: Entry into force of the contract

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

Document No. 5: Description of the supply

Technical specifications

The services must conform to the following specifications and standards:

Lot 1: Applicable technical specifications and standards for paddy:

- ✓ Paddy varieties: Tox 3145 and NERICA 36;
- ✓ Moisture content: 16– 20%;
- ✓ Clean and winnow the paddy;
- ✓ Weigh the paddy;
- ✓ Put the paddy in bags of 100 kg;
- ✓ Transport the paddy to the central warehouse;
- ✓ Stack the paddy in lots of 50 tons each;
- ✓ Conform to the regulation on the protection of the environment in Cameroon.

Lot 2: Applicable technical specifications and standards for packaging materials:

The following packaging conditions are mandatory: packaging in polypropylene and polyethylene inner lining or equivalent, containing 50, 25 & 10 kgs net weight of UNVDA RICE and having the following characteristics:

a) Option A: FOR 50, 25 and 10 kgs WOVEN RICE BAGS

With BOPP polypropylene woven and laminated outer bag, Polypropylene resin construction treated against ultraviolet rays for a 1 200 hours exposure time controlled by the Atlas F devices Radiometer type F Atlas devices using the carbon arc (atmosphere of 63 °C with black thermometer and relative humidity of 50%). The circular weave will have on the chain strips of 2.2 to 3 mm wide at most in 900 denier minimum, and on the with strips 2.5 to 3.2 mm wide maximum in 1000 denier minimum.

The coating will be non-slip polypropylene giving a soft appearance for easy handling and staking. The weight per square meter of the woven and rolled bag will be at least 85 grams. The bursting resistance measured on an Adamel Lhomargy EC2E-type burst machine, must be 1 400 kilo pascals in new condition, 1 100 after 600 hours and 800 after 1 200 hours of exposure.

b) Option B: FOR 5, and 2 kgs PLASTIC RICE BAGS

With laminated & coloured polyethylene outer bags. Manufactured in ultraviolet-treated polyethylene fiber for an exposure time of 1 600 hours controlled by the Radiometer type 18 Ft Atlas Devices using the carbon arc (atmosphere of 63 °C with black thermometer and relative humidity of 50%). The circular weave will have a texture of 3.5 x 3.5 mm. The coating will be made of non-slip polyethylene to facilitate handling and staking. The weight per square meter must be at least 5 grams for 5 kgs and 2 grams for 2 kgs plastic bags.

The bursting resistance measured on an Adamel Lhomargy EC2E-type burst machine, must be 1 400 kilo pascals in new condition, 1 100 after 600 hours and 800 after 1 200 hours of exposure. In both cases the inner lining will be polyethylene with welded base and bound or welded top, and a thickness greater than or equal to 70 microns high density.

All arrangements will be made to ensure perfect conservation, handling and shipping, rail and highway transportation.

c) Printing and colour:

The bags must bear impression indicating the nature and dosage of the product, the net weight in kilograms, batch code, manufacturing and expiring date as well as the name and

possibly the brand of the manufacturer. In addition, the bags shall bear in characters at least ten centimeters high the mention UNVDA RICE.

50 KG BAG
L - 938 mm \pm 5 mm
W - 538 mm \pm 5 mm
Fold - 20 mm
WT - 128 gm \pm 3 gm
Mash - 12x12
25 KG BAG
L - 756 mm \pm 5 mm
W - 450 mm \pm 5 mm
Fold - 20 mm
WT - 65 gm \pm 3 gm
Mash - 12x12
10 KG BAG
L - 542 mm \pm 5 mm
W - 355 mm \pm 5 mm
Fold - 20 mm
WT - 39 gm \pm 3 gm
Mash - 12x12
5 KG PE BAG
L - 500 mm \pm 5 mm
W - 310 mm \pm 5 mm
Fold - mm
WT - 43 gm \pm 3 gm
Mash - PE sacs
2 KG PE BAG
L - 400 mm \pm 5 mm
W - 220 mm \pm 5 mm
Fold - mm
WT - 23 gm \pm 3 gm
Mash - PE sacs

Document No. 6:

Unit Price framework

Unit Price framework Lot 1: Acquisition of paddy in UNVDA Ndop

Price No.	Designation of unit prices in letters exclusive of VAT	Unit	Price in figures EVAT
1	Unit atfrancs exclusive of VAT		

Name of bidder[insert name of bidder]

Signature[insert signature],

Date[insert date]

Unit Price framework Lot 2: Purchase of packaging materials (bags) in UNVDA Ndop

Price No.	Designation of unit prices in letters exclusive of VAT	Unit	Price in figures EVAT
1	Unit atfrancs exclusive of VAT		
2	Unit atfrancs exclusive of VAT		
3	Unit atfrancs exclusive of VAT		
4	Unit atfrancs exclusive of VAT		
5	Unit atfrancs exclusive of VAT		

Name of bidder[insert name of bidder]

Signature[insert signature],

Date [insert date]

Document No. 7:
Bill of Quantities and Cost Estimates

Bill of Quantities and Cost Estimates Lot 1: Acquisition of paddy in UNVDA Ndop

No	Designation	Unit	Qty	UP	TP EVAT
1	Acquisition of paddy in UNVDA Ndop	Tons	147.1		
Total EVAT					
VAT (19.25%)				EXONERATED	
AIR (5.5% OR 2.2%)					
Total IAT					

Name of bidder *[insert name of bidder]*

Signature*[insert signature]*,

Daate..... *[insert date]*

Bill of Quantities and Cost Estimates Lot 2: Purchase of packaging materials (bags) in UNVDA Ndop

No	Designation	Unit	Qty	UP	TP EVAT
1	Purchase of 50 KG woven bags	U	20 000		
2	Purchase of 25 KG woven bags	U	50 000		
3	Purchase 10 of KG woven bags	U	65 000		
4	Purchase of 5 KG PE bags	U	65 000		
5	Purchase of 2 KG PE bags	U	10 000		
Total EVAT					
VAT (19.25%)					
AIR (5.5% OR 2.2%)					
Total IAT					

Name of bidder *[insert name of bidder]*

Signature*[insert signature]*,

Daate..... *[insert date]*

Document N°. 8: Model contract



**INTERNAL TENDER BOARD
OF THE UPPER NUN VALLEY DEVELOPMENT AUTHORITY**

**CONTRACT N° _____/IC/UNVDA/ITB/2019 OF _____
AWARDED AFTER OEN NATIONAL INVITATION TO TENDER IN EMERGENCY
PROCEDURE N° _____/ONIT/UNVDA/ITB/2019 OF _____
FOR THE ACQUISITION OF PADDY AND THE PURCHASE OF PACKAGING
MATERIALS (BAGS) IN UNVDA NDOP: LOT 1 OR LOT 2**

**CONTRACTING AUTHORITY: THE MINISTER OF AGRICULTURE AND RURAL DEVELOPMENT
(MINADER), YAOUNDE**

**PROJECT OWNER: THE GENERAL MANAGER OF THE UPPER NUN VALLEY DEVELOPMENT
AUTHORITY (UNVDA) NDOP**

HOLDER OF CONTRACT:

P.O. Box 0000 at _____, Tel _____, Fax: _____
Business Registry N° _____ A issued at _____
Taxpayer's N° _____

**SUBJECT OF CONTRACT: THE ACQUISITION OF PADDY AND THE PURCHASE OF
PACKAGING MATERIALS (BAGS) IN UNVDA NDOP: LOT 1 OR LOT 2**

PLACE OF DELIVERY: THE MILL OF UNVDA AT NDOP

AMOUNT IN CFA F:

TOTAL EVAT	
VAT (19.25%)	
AIR (5.5% OR 2.2%)	
NET TO BE PAID	
TOTAL IAT	

DELIVERY DEADLINE: _____ (_____) months

FINANCING: 2019 PUBLIC INVESTMENT BUDGET-OF MINADER

BUDGET HEAD:

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

BETWEEN:

The Republic of Cameroon, represented by the General Manager, UNVDA Ndop
Hereinafter referred to as **"the Contracting Authority"**,

ON THE ONE HAND,

AND:

_____ **COMPANY**

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

Business Registry No. _____ A

Taxpayer's No. _____

[indicate name of supplier, his full address as well as the name of the mandated signatory] ,
hereinafter referred to as **"THE SUPPLIER"**

ON THE OTHER HAND,

IT HAS BEEN AGREED AND SETTLED AS FOLLOWS:

Table of Contents

Special Administrative Condition

Description of the supplies

Unit Price framework

Bill of Quantities and Cost estimates

Page _____ and Last of **CONTRACT N°.** _____ /C/UNVDA/ITB/2019 OF _____
**AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER IN EMERGENCY
 PROCEDURE N°.** _____ /ONIT/UNVDA/ITB/2019 OF _____ FOR THE
**ACQUISITION OF PADDY AND THE PURCHASE OF PACKAGING MATERIALS (BAGS)
 IN UNVDA NDOP: LOT 1 OR LOT 2**

AMOUNT IN CFA F: *[recall in CFA francs inclusive of all taxes in figures and words]*

TOTAL EVAT	
VAT (19.25%)	
AIR (5.5% OR 2.2%)	
NET TO BE PAID	
TOTAL IAT	

Delivery deadline: _____ (____) months

Read and accepted by the service provider Date _____
Signature of Contracting Authority Date _____
Registration

Document No. 9:
Model documents to be used by
bidders

Table of model documents

Annex N°. 1: Declaration of intention to tender

ANNEX No. 2: Bid Letter

Annex N°. 3: Model bid bond

Annex N°. 4: Model final bond

ANNEX No. 5: Honorary attestation of non-defaulters

ANNEX N°. 1: DECLARATION OF INTENTION TO TENDER

I, the undersigned, _____,

Nationality:

Domiciliation:

Function:

In virtue of the powers bestowed on me as General Manager, after haven taken cognizance of this tender file N° _____/ONIT/UNVDA/ITB/2019 of _____ for the acquisition of paddy and the purchase of packaging materials (bags) in UNVDA Ndop

Hereby declare my intentions to bid for the above tender

Done at _____ on

Signature of.....in
the capacity of.....duly
authorised to sign the tenders on
behalf of.....

ANNEX No. 2: BID LETTER

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

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

Submit and commit myself to deliver the supplies in accordance with the Tender File, in
return for the prices which I myself establish on the basis of the price and quantity
schedule which give the amount of the bid at _____ *[in
figures and words]* CFA francs exclusive of VAT and at

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

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

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

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

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

Done at _____ on

Signature of _____
In the capacity as _____

Duly authorised to sign bids for and behalf of _____

ANNEX No. 3: MODEL BID BOND

Addressed to the General Manager, UNVDA Ndop "Contracting Authority"

Whereas the Supplier..... hereinafter referred to as the "bidder" has submitted his bid on for the acquisition of paddy and the purchase of packaging materials (bags) in UNVDA Ndop, hereinafter referred to as "the bid" and to which must be attached a bid bond equivalent to [indicate the amount] CFA francs.

We..... [name and address of the bank], represented by [names of signatories], hereinafter referred to as "the bank" hereby declare to guarantee payment to the Project Owner of the maximum sum of **500 000** (Five Hundred Thousand) CFA Francs for **Lot 1** and **1 500 000** (One Million Five Hundred Thousand) for CFA Francs **Lot 2**, that the bank pledges to pay in full to the Contracting Authority, binding itself, its Owner, his successors and assignees.

The conditions of this commitment are as follows:

If the bidder retires his bid during the validity period specified by him in the bid;

Or

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

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

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

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

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

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

[Bank's signature]

ANNEX No. 4: MODEL FINAL BOND

Bank:

Reference of the bond: N° _____

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

Whereas _____ *[name and address of Supplier]*, hereafter referred to as "the Supplier", has committed himself, in execution of the contract referred to "the contract", to carry out *[indicate the nature of the services]* .

Whereas it is stated in the contract that the Supplier shall entrust to the Project Owner a final bond of an amount equal to **750 000** (*Seven Hundred and Fifty Thousand*) CFA Francs for **Lot 1** and **2 250 000** (*Two Million Two Hundred and Fifty Thousand*) CFA francs for **Lot 2**, as guarantee of the execution of his full obligations in accordance with the terms of the contract,

Whereas we have agreed to give the Supplier this guarantee,

We, _____ *[name and address of bank]*
represented by _____ *[name of signatories]*,

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

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

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

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

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

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

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

[Signature of the bank]

ANNEX No. 5: HONORARY ATTESTATION OF NON DEFAULTERS

I, the undersigned _____, in my capacity as _____, representing _____, B.P. _____, Telephone _____ with head office _____ registered in the trade register of _____ under the number _____ and Tax Payers _____,

Bidder of tender N° _____.

In application to the dispositions spelled out in Circular Letter N°004/LC/MINMAP/CAB of 25 January 2017 relative to the consideration of defaulter companies in the execution of antecedent contracts with respect to the attribution of new contracts,

Hereby declares to the following:

1. Have never abandoned the execution of a contract throughout the national territory within the past three (03) years;
2. _____ (*Name of Enterprise*) does not appear in the list of defaulter companies established yearly by the Ministry of Public Contracts.

In witness whereof this present declaration is established and signed to serve its purpose./

Done in _____

Signature of.....in the capacity of.....duly authorised to sign the
tenders on behalf of.....

Document No. 10:
**List of banking establishments and
financial bodies authorised to issue
bonds for public contracts**

LIST OF CURRENT BANKS AND INSURANCE COMPANIES **APPROVED TO ISSUE CAUTIONS**

I) BANKS

1. Afriland First Bank (FIRST BANK), B.P. 11 834, Yaoundé;
2. Banque Atlantique Cameroun (BACM), B.P. 2 933, Douala;
3. Banque Camerounaise des Petites et Moyennes Entreprises (BC-PME), B.P. 11 834, Yaoundé;
4. Banque Gabonaise pour le Financement International (BGFIBANK), B.P. 600, Douala;
5. Banque Internationale du Cameroun pour l'Epargne et le Crédit (BICEC), B.P. 1 925, Douala;
6. Bank Of Africa Cameroun (BOA Cameroun), B.P. 4 593, Douala;
7. Citi Bank Cameroun (CITIGROUP) B.P. 4 571, Douala;
8. Commercial Bank-Cameroon (CBC), B.P. 4 004, Douala;
9. Eco bank Cameroun (ECOBANK), B.P. 582, Douala;
10. National Financial Credit-Bank (NFC-Bank), B.P. 6 578, Yaoundé;
11. Société Commerciale de Banques-Cameroun (SCB-Cameroun), B.P. 300, Douala;
12. Société Générale Cameroun (SGC), B.P. 4 042, Douala;
13. Standard Chartered Bank Cameroun (SCBC), B.P. 1 784, Douala;
14. Union Bank of Cameroun (UBC), B.P. 15 569, Douala;
15. United Bank for Africa (UBA), B.P. 2 088, Douala.

II) INSURANCE COMPANIES

16. Activa Assurances B.P. 12 970, Douala;
17. Aréa Assurances S.A., B.P. 1 531, Douala;
18. Atlantique Assurances S.A., B.P. 2 933, Douala ;
19. Beneficial General Insurance S.A., B.P. 2 328, Douala;
20. Chanas assurances S.A., B.P. 109, Douala;
21. CPA S.A., B.P. 54, Douala ;
22. Nsia Assurances S.A., B.P. 2 759, Douala ;
23. Pro Assur S.A., B.P. 5 963, Douala;
24. SAAR S.A., B.P. 1 011, Douala;
25. Saham Assurances S.A., B.P. 11 315, Douala ;
26. Zenithe Insurance S.A., B.P. 1 540, Douala.-

Document N°. 11: Evaluation grid

EVALUATION GRID

Eliminatory criteria

Administrative Documents:

- e) Absence of an administrative document ;
- f) Absence of a bid bond issued by a first-rate bank approved by the Ministry in charge of Finance;
- g) Absence of an honorary attestation signed by the bidder attesting that the bidder has not abandoned any contract within the last three (03) years and that the bidder does not figure in the list of defaulter enterprises established yearly by the Minister of Public Contracts;
- h) False declaration or falsified documents.

Technical bids:

- d) Falsified declaration or falsified documents;
- e) Absence of an attestation to a credit line or other sources equivalent to at least 75 000 000 (Seventy Five Million) FCFA;
- f) Have less than **80%** of technical points.

Financial bids:

- c) Non conformity of tender submission;
- d) Absence of a price in the Price Schedule having a quantity.

EVALUATION GRID

Lot 1: Acquisition of Paddy in UNVDA Ndop

Essential criteria

B)	ESSENTIAL CRITERIA	YES	NO
B.1	GENERAL PRESENTATION OF THE BIDS		
	Documents with spiral binding		
	Documents with colour page separators		
	Documents with table of contents		
B.2	INFORMATIONS ON QUALIFICATION		
	Availability of essential materials and equipment for the acquisition of paddy (Scales, winnowers)		
	Availability of the Hygrometer to evaluate the moisture contain in paddy)		
	Availability of a Senior Agricultural Technician		
	Availability of an Agricultural Technician		
B.3	REFERENCES IN SIMILAR SUPPLIES List of references of the company in similar supplies backed by signed copies of the contracts (first and last pages) and the corresponding minutes of acceptance. (acceptable minimum: 02 jobbing orders or contracts over the past 03 years)		
B.4	PROOF OF ACCEPTANCE OF THE CONDITIONS OF THE CONTRACT		
	Special Administrative Conditions completed and initialed in all the pages and signed in last page		
	Technical Characteristics initialed in all the pages and signed in last page		
B.5	Delivery deadline in conformity		

The evaluation will be done in a purely **positive way (YES)** or **negative (NO)** with an acceptable minimum of 80% of the essential criteria taken into account.

EVALUATION GRID

Lot 2: Purchase of Packaging materials (bags) in UNVDA Ndop

Essential criteria

B)	ESSENTIAL CRITERIA	YES	NO
B.1	GENERAL PRESENTATION OF THE BIDS		
	Documents with spiral binding		
	Documents with colour page separators		
	Documents with table of contents		
B.2	INFORMATIONS ON QUALIFICATION		
	Availability of the design for the packaging materials.		
B.3	REFERENCES IN SIMILAR SUPPLIES List of references of the company in similar supplies backed by signed copies of the contracts (first and last pages) and the corresponding minutes of acceptance. (acceptable minimum: 02 jobbing orders or contracts over the past 03 years)		
B.4	PROOF OF ACCEPTANCE OF THE CONDITIONS OF THE CONTRACT		
	Special Administrative Conditions completed and initialed in all the pages and signed in last page		
	Technical Characteristics initialed in all the pages and signed in last page		
B.5	Delivery deadline in conformity		

The evaluation will be done in a purely **positive way (YES)** or **negative (NO)** with an acceptable minimum of 80% of the essential criteria taken into account.