

REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

MINISTRE DE LA DECENTRALISATION
ET DU DEVELOPPEMENT LOCAL

REGION DU NORD OUEST

DEPARTEMENT DE NGOKETUNJIA

ARRONDISSEMENT DE NDOP

COMMUNE DE NDOP

COMMISSION INTERNE DE
PASSATION DES MARCHES



REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND
LOCAL DEVELOPMENT

NORTH WEST REGION

NGOKETUNJIA DIVISION

NDOP SUB DIVISION

NDOP COUNCIL

NDOP COUNCIL INTERNAL
TENDERS' BOARD

NDOP COUNCIL INTERNAL TENDERS BOARD

REQUEST FOR QUOTATION

CONSULTATION FILE

CONSULTATION N° 4/RQ/ NC/ NCITB /2020 OF 21st October 2020 FOR THE PURCHASE OF A 4X4 WHEEL DRIVE PICKUP FOR THE MAYOR OF NDOP COUNCIL NGOKETUNJIA DIVISION OF THE NORTH WEST REGION

PROJECT OWNER: THE LORD MAYOR OF NDOP COUNCIL

FUNDING: Ndop council) - 2020

BUDGET HEAD

Lot	Name of project	Estimated cost of project	Amount of bid bond	Cost of tender file :
Single	PURCHASE OF A 4X4 WHEEL DRIVE PICKUP FOR THE MAYOR OF NDOP COUNCIL	40 000 000	800 000	57 000



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CONSULTATION NOTICE

Subject: CONSULTATION ° 4/RQ/ NC/ NCITB /2020 OF 21st October 2020 FOR THE PURCHASE OF A 4X4 WHEEL DRIVE PICKUP FOR THE MAYOR OF NDOP COUNCIL NGOKETUNJIA DIVISION OF THE NORTH WEST REGION .

Within the framework of 2020 Ndop council budget, the Lord Mayor of Ndop Council, Delegated Contracting Authority, hereby launches, a Request for Quotation for the purchase of a 4x4 wheel drive pickup for the mayor of Ndop council Ngoketunjia Division of the North West Region.

1. Participation:

Participation to this consultation is open to Small and Medium Size Enterprises that are in compliance with the fiscal laws.

2. Description of services:

The services of this request for quotation is the purchase of a pickup for the mayor of Ndop Council

3. Project owner The Lord Mayor Ndop Council

4. Lots

The supply is in a single lot as indicated below.

5. Estimated cost

The estimated cost is as below

Lot	Name of project	Estimated cost of project	Amount of bid bond	Cost of tender file :
Single	PURCHASE OF A 4X4 WHEEL DRIVE PICKUP FOR THE MAYOR OF NDOP COUNCIL	40 000 000	800 000	57 000

6. Funding

This project shall be financed by the 2020 Ndop council budget

7. 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 this Consultation File, of an amount indicated on the table above and valid for thirty (30) days beyond the date of validity of bids.

8. Consultation of the Tender file:

The Tender file could be consulted in the Ndop council, Service of Award on publication of this

Request for quotation for the purchase of a pickup for the mayor of Ndop Council .

invitation.

9. Acquisition of consultation file:

The file may be consulted and obtained at the Ndop Council, Service of Public Contracts Telephone N° 675447413, with effect from the date of signature of this Tender Notice upon presentation of a receipt attesting to the payment of a non-refundable fee of 57 000 CFA francs (fifty seven thousand Francs CFA) payable at Ndop council Treasury, representing the cost of purchasing the tender file.

10. Submission of Files:

Complete bidders' files, including all administrative documents, must be deposited in 07 copies including the original file and 06 copies on the 12th November 2020 at 10:00 AM local time in sealed envelopes, in the Ndop Council, Service of Award bearing on:

« CONSULTATION ° 4/RQ/ NC/ NCITB /2020 OF 21st October 2020 FOR THE PURCHASE OF A 4X4 WHEEL DRIVE PICKUP FOR THE MAYOR OF NDOP COUNCIL NGOKETUNJIA DIVISION OF THE NORTH WEST REGION"

To be opened only during the Tenders Board Opening session ».

11. Opening of bids:

Bids will be opened on the 12th November 2020 at 11:00 AM in the Ndop Council Hall, by the Ndop Council Internal Tender's Board, in the presence of the bidders or their mandated representatives with full knowledge of the files if they so desire.

The bids will be evaluated exclusively of value added tax (EVAT) and all taxes inclusive (ATI) and accompanied by a signed model submission.

12. Deadline of execution:

The dead line of execution is **Sixty (60) days** from the date of notification for this Jobbing Order to begin.

13. Evaluation criteria

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

A. Eliminary criteria

1. -Deadline for delivery higher than prescribed;
2. -False declaration or falsified documents;
3. -Absence or insufficient bid bond;
4. -Omission of a unit price in the financial bid;
5. -score less than 4/5of essential criteria

B. Essential criteria

- 1- General presentation of the tender files;
- 2- Financial capacity;
- 3- References of the company in similar achievements;
- 4- Catalogue of equipment in colour including specifications and references ;
- 5- Draft jobbing order duly filled initialed in all pages signed and dated on the last page.

14. Award

This evaluation will be done in a purely positive way (**yes**) or negative (**no**) with an acceptable minimum of 4/5of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount(**total without taxes**), in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminary criteria and at least 4/5of the essential criteria.

15. Period of validity of the bids:

The bidder is bound by his bid for a period of sixty (60) days with effect from the deadline fixed for the submission of the bids.

16. Complementary Information:

Complementary technical information may be obtained during working hours from the Ndop Council, Service of Award of Public Contracts Telephone N°675447413

21 OCT 2020

Ndop the _____

The Lord Mayor

Circular copies

- MINMAP;
- ARMP/PCJ;
- President TB;
- Notice Board;
- Chrono.



Dr. Nch Daniel Belengha
MD (PhD) SURGERY / ORTHOPAEDIC
THE MAYOR / LE MAIRE

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AVIS DE CONSULTATION POUR UNE DEMANDE DE COTATION

Objet : CONSULTATION N° 4/ DC/ CN/CIPMCN/2020 DU 21 octobre 2020 POUR L'ACHAT D'UN 4X4 PICK-UP POUR LE MAIRE DE LA COMMUNE DE NDOP NGOKETUNJIA, REGION DU NORD OUEST

Dans le cadre de l'exercice budgétaire de la commune de Ndop 2020, le Maire de la commune de Ndop, Autorité Contractante lance, une Demande de Cotation pour l'achat d'un 4x4 pick-up pour le maire de Ndop dans le Département de Ngoketunjia, Région du Nord-Ouest

1. Participation :

La participation à cette consultation est ouverte aux P.M.E. de droit camerounais.

2. Description des prestations :

Les prestations de la présente demande de cotation comprennent de l'achat d'un 4x4 pick-up pour le maire de Ndop

3. Maitres d'Ouvrage : le Maire de la commune de Ndop

4. Allotissement

La fourniture est à un seul lot ci-après définis :

5. Coût prévisionnel

6. Le coût prévisionnel de l'opération sont présenté dans le tableau suivant

Lot	PROJET	COUT PREVISIONNEL	CAUTIONNEMENT PROVISoire
Unique	L'ACHAT D'UN 4X4 PICK-UP POUR LE MAIRE	40 000 000	800 000

6. Financement :

Les prestations, objet de la présente consultation sont financées par le fonds de la commune de ndop de l'exercice 2020

7. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de première ordre agréée par le Ministère chargé des finances et dont la liste figure dans ce DAO, d'un montant de huit Cent mille (800 000) comme indiqué et valable pendant trente (30) jours au-delà de la date originale de validité des offres.

8. Consultation du Dossier :

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables à la Mairie de Ndop, Service de Passation des marchés publics (Secrétariat Privé) Tél. : 675447413, dès publication du présent avis.

9. Acquisition du Dossier de consultation

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables à la Commune de Ndop, Service de Passation des marchés Publics Tél. : 675447413, dès publication du présent avis contre présentation d'une quittance de versement de la somme non remboursable de F CFA 57 000 (cinquante-sept mille Francs CFA) à la Trésorerie de la commune de Ndop

10. Remise des offres :

Chaque offre, rédigée en français ou en anglais en sept (7) exemplaires dont un (1) original et six (6) copies marqués comme tels, devra parvenir contre récépissé à la Commune de Ndop, Service d'attribution, Tél. 675447413, au plus tard le 12 Novembre 2020 à 10 heures, heure locale et devra porter la mention suivante :

<< CONSULTATION N° 4/ DC/ CN/CIPMCN/2020 DU 21 Octobre 2020 POUR L'ACHAT D'UN 4X4 PICK-UP POUR LE MAIRE DE LA COMMUNE DE NDOP. NGOKETUNJIA, REGION DU NORD OUEST >>

11. Recevabilité :

Les offres seront remises à l'adresse sus indiquée et déposéées le 12 Novembre 2020 à 11 h dans la salle de conférence de la Mairie de Ndop, par la Commission interne de Passation de marchés publics de la commune de Ndop siégeant, en présence des soumissionnaires qui le désirent.

Les offres devront être chiffrées hors taxes sur la valeur ajoutée (HTVA) et toutes taxes comprises (TTC), et accompagnées du modèle de soumission signé.

12. Délai d'exécution :

Le délai d'exécution est fixé à soixante (60) jours à compter de la date de notification de l'ordre de service de commencer l'exécution de la présente lettre commande.

13. Principaux critères d'évaluation :

Les offres seront évaluées selon les principaux critères suivants :

A. Critères éliminatoires:

Il s'agit notamment:

- 1- Délai d'exécution supérieur à celui prescrit;
- 2- Fausses déclarations ou pièces falsifiées;
- 3- Absence ou insuffisance de la caution provisoire de soumission;
- 4- Le changement d'une unité ou d'une quantité dans l'offre financière ;
- 5- Le non-respect de 4/5 des critères essentiels ;

B - Critères essentiels

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

- 1- Présentation générale de l'offre ;
- 2- Capacité financière ;
- 3- Références de l'entreprise dans les réalisations similaires ;
- 4- Un Catalogue des Equipement en couleur avec les spécifications techniques et des références ;
- 5- lettre command initiée dans toutes les pages signées et date dans la dernière page

14. Attribution

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins 4/5 de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, (montante hors tax) conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et au moins 4/5 des critères essentiels.

15. Durée de validité des offres :

Les soumissionnaires restent engagés par leur offre pendant une période de soixante (60) jours, à compter de la date limite fixée pour la réception des offres.

16. Renseignements complémentaires :

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de Mairie de Ndop - Services des marchés Publics, Tél. : 675447413.

21 OCT 2020

Fait à Ndop, le _____

Le Maire de la commune de Ndop,

Ampliations :

- MINMAP;
- ARMP/JDM;
- Président CPM;
- Affichage;
- Le Maire Concerné
- Chrono / Archive



Dr. Nkoh Daniel Boelongha
MD (PHD) SURGERY/ ORTHOPAEDIC
THE MAYOR/ LE MAIRE

Boelongha
PAEDIC
MAIRE

DOCUMENT N° I

LETTER OF INVITATION TO BE SUBMITTED

Subject: CONSULTATION ° 4/RQ/ NC/ NCITB /2020 OF 21st October 2020 FOR THE PURCHASE OF A 4X4 WHEEL DRIVE PICKUP FOR THE MAYOR OF NDOP COUNCIL NGOKETUNJIA DIVISION OF THE NORTH WEST REGION

Dear Sir,

Within the framework of 2020 Ndop council budget, the Lord Mayor of Ndop Council, Delegated Contracting Authority, hereby launches, a Request for Quotation for the purchase of a 4x4 wheel drive pickup for the mayor of Ndop council Ngoketunjia Division of the North West Region.

For this reason, you will find attached, the descriptive and the quantitative estimates of the works to be carried out which I am requesting you to cost them and return to me on the **12th November 2020** at **10 AM** in sealed envelopes addressed to the Contracting Authority bearing on :

“: REQUEST FOR QUOTATION N ° 4/RQ/ NC/ NCITB /2020 OF 21st October 2020 FOR THE PURCHASE OF A 4X4 WHEEL DRIVE PICKUP FOR THE MAYOR OF NDOP COUNCIL NGOKETUNJIA DIVISION OF THE NORTH WEST REGION.”

The bids will be submitted on the **12th November 2020** at **10 AM** at the Ndop council, Service of Award and opened the same day at **11 AM** in the Ndop council conference hall .

Your bid should be costed without value added taxes (HTVA) and All Taxes Inclusive (TTC), and accompanied with the signed model submission.

This supply shall be carried out within deadline of 60 (Sixty) days taking effect from the date entered into of this Jobbing Order.

Accept Sir, Madam, my heartfelt greetings.

DOCUMENT No. II

RULES OF THE CONSULTATION

2.1 - CONSULTATION FILE

ARTICLE 1 : Contents of the consultation file

- 1.1 The consultation file shall describe the works which are subject to a certain type of jobbing order, lay down the consultation procedure and conditions for the jobbing orders.
- 1.2 The consultation file shall comprise the following documents:
- 1.1 the letter of invitation to tender,
 - 1.2 technical specifications,
 - 1.3 the bill of entry and quantities,
 - 1.4 the model tender,
 - 1.5 the draft jobbing order,
 - 1.6 the model bid comparison table.
- 1.3 The Supplier shall study the instructions, models, conditions and specifications contained in The consultation file.

2.2- BID PREPARATION

ARTICLE 2: Language

The bid as well as any correspondence comprising the bid shall be written in English or French.

ARTICLE 3: Documents comprising the bid

The bid presented by the Supplier shall comprise the following documents duly filled:

- (a) A stamped letter of submission signed and dated,
- (b) equipment as specified,
- (c) list of equipment and their technical specifications;
- (d) The descriptive and quantitative estimate duly filled, signed and dated ;
- (e) The draft Jobbing Order duly completed, initialed and signed ;
- (f) A complete administrative file comprising of the following :
 - 1. A valid Certificate of imposition;
 - 2. Certificate of non-bankruptcy established by the Court of 1st instance of the place of residence of the bidder, not more than three (03) months.
 - 3. An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old ;
 - 4. Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance in accordance with COBAC conditions ;
 - 5. A receipt showing the payment representing the cost of the tender file issued by a public treasury ;
 - 6. A bid bond issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
 - 7. A certified copy of the Business License (certified by the chief of center of Taxes, not more than three months) ;
 - 8. Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes
 - 9. A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old ;
 - 10. A Certified Copy of the Business Registration, not more than three months old.

11. An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP);
12. Deadline for the execution of the works;

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

ARTICLE 4 : BID

- 4.1 The Supplier shall specify in the bid the place of delivery and nature of prices
 - a. Exclusive of VAT
 - and
 - b. All taxes and customs duties inclusive (ATI).

4.2 The contractor shall complete the Bill of Entry and Quantities provided in the consultation file, indicating the characteristics of the works in the line reserved for that purpose, the unit prices, the total price for each item and the delivery period for the jobbing order.

4.3 The contractor shall fill and sign the draft jobbing order.

ARTICLE 5 : Bid currencies

Prices shall be written in CFA francs.

ARTICLE 6 : Bid validity period

Bids shall be valid for the period of 60 days.

2.2 - SUBMISSION OF BIDS

The bids will be submitted on the **12th November at 10 AM** at the Ndop council, Service of Award and opened the same day at 11 AM in the Ndop council conference hall

ARTICLE 7: Stamping and marking of bids

contractor shall enclose the original and copies of their bids in an envelope Addressed to the contracting authority at the address indicated in the letter of invitation to tender and bearing the

REQUEST FOR QUOTATION N ° 4/RQ/ NC/ NCITB /2020 OF 21st October 2020 FOR THE PURCHASE OF A 4X4 WHEEL DRIVE PICKUP FOR THE MAYOR OF NDOP COUNCIL NGOKETUNJIA DIVISION OF THE NORTH WEST REGION

ARTICLE 8 : Latest time and date of submission of bids

Bids shall be received at the address latest at the time and date indicated in the letter of invitation to tender.

2.4 - OPENING AND EVALUATION OF BIDS

ARTICLE 9 : Opening of bids by the Tenders Board

9.1 The Ndop council internal Tenders Board shall open the bids in the presence of representatives of suppliers wishing to attend the bid-opening session to hold on the same day as the day of submission of bids and within the hour following that for the submission of bids.

9.2 The above-mentioned Tenders Board shall prepare a report of the bid-opening session.

ARTICLE 10 : Verification of compliance and comparison of bids

The Tenders Board shall verify compliance and compare the bids in the following order:

- study of the compliance of bids, as regards the delivery periods and technical specifications
- verification of arithmetical operations by using, where necessary, the unit prices in words to make any necessary corrections
- Preparation of a summary table of bids.

2.5 - AWARD OF THE JOBBING ORDER

ARTICLE 11 : Award of the jobbing order

The Tenders Board shall propose the award of the jobbing order to the contractor whose bid it would have deemed compliant with the provisions of the Consultation File, and is the **lowest excluding taxes**.

ARTICLE 12 : Announcement of award of the jobbing order

The contracting authority shall decide on the award and publish the result of the jobbing order in the Contracts Newsletter, through the media and/or by bill posting, stating:

- a) the name of the beneficiary,
- b) the object of the consultation,
- c) the amount of the jobbing order and of each lot (if the consultation had led to apportionment),
- d) The delivery deadline.

ARTICLE 13 : Signing of the jobbing order

Within 2 (two) weeks following the award, the jobbing order shall be signed by the Contracting Authority and notified to the contractor who shall be responsible for its registration according to the procedure in force.

ARTICLE 14 : Corruption and fraudulent practices

The Chairperson and Members of Tender's Boards as well as Contractor should at all times comply with the strictest rules of professional ethics. More especially, they should refrain from corruption or any other form of fraudulent practices. By virtue of this principle, the expressions hereunder shall be defined as follows:

- (a) Whoever offers, gives, solicits or accepts any benefit whatsoever to influence the action of a State worker during the award or execution of a jobbing order shall be guilty of "corruption", and
- (b) Whoever provides, solicits or accepts several quotations tendered by the same contractor under different corporate names and/or under different registration numbers shall be guilty of "corruption",
- (c) Whoever deforms or distorts facts in order to influence the award or execution of a jobbing order in a manner prejudicial to the Project Owner indulges in "fraudulent practices".
"Fraudulent practices" shall comprise any understanding or collusion of bidders (before or after submission of the bid) seeking to artificially keep the bid prices at levels not corresponding to those resulting from free and open competition, thus depriving the Project Owner of the benefits of competition.

DOCUMENT No. III MODEL APPENDICES

3.1 BID LETTER

Date

Consultation No. N° 04/RQ /NC/ NCITB / 2020 OF 21 October 2020.

To : The Chairperson of the Tenders Board

Dear Sir/Madam,

After studying the Consultation File which we officially acknowledge receipt of, we, the undersigned, hereby tender to carry out the supplies in accordance with the request for Consultation and for the sum of
CFAF (in words) exclusive of Value Added Tax and all Taxes Inclusive.....
CFAF (in figures), exclusive of Value Added Tax and all Taxes Inclusive.

If our bid is approved, we undertake to do the works in accordance with the provisions specified in the Bill of Entry and Quantities.

We are bound by the terms of this bid for a period of (number) days from the date fixed for opening of bids, as laid down in the letter of invitation to tender. The bid shall bind us and may be accepted at any time before the end of this period.

Pending the due preparation and signing of a jobbing order, this bid completed by your written acceptance and the notification of award of the jobbing order, shall serve as a jobbing order binding us mutually.

On

Signature
Name and capacity of signatory
On behalf of the Candidate.

3.2 - BILL OF ESTIMATES, ENTRY AND QUANTITIES

BILL OF QUANTITIES AND COST ESTIMATE FOR THE PURCHASE OF A 4X4 WHEEL DRIVE PICK-UP FOR THE MAYOR OF NDOP COUNCIL					
NO	REFERENCE	DESCRIPTION	QTY	UP	AMOUNT
		Double cabene pickup	1		
	total without tax				
	vat				
	air				
	net to paid				
	total with taxes				

3.3 - TECHNICAL DESCRIPTION OF SERVICES

The vehicle shall have the following specification .

Cylinders	L4
Displacement	2694 Cm3
Power	122.1KW @ 5200RPM 166 HP @5200RPM 164 BHP @ RPM
Torque	181 IB-ft @ 4000 RPM 245 Nm @ 4000RPM
Drive type	Rear wheel drive
Gearbox	6-speed automatic
Breaks specs	
Front	Ventilated Discs
Rear	Drums
Tires specs	Automatic
Tire size	265/65 R17
Dimension	
Length	209.8in (5329mm)
Width	70.9in (1801mm)
Height	66.9in (1699mm)
Weight specs	
Unladen weight	3957lbs (1795kg)
Gross weight Limit	6195lbs (2810kg)

3.4 - BID COMPARISON TABLE

ADMINISTRATIVE DOCUMENTS.

NO	DESCRIPTION	YES	NO
A.1	Certified Copy of the Business Registration, not more than three months old.		
A.2	Declaration of intention to tender stamped with the tariff in force.		
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.		
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.		
A.5	Purchase receipt of tender file issued by public treasury		
A.6	A bid bond issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions (800,000)		
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)		
A.8	An Attestation signed by the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.		
A.9	A valid Certificate of imposition certified by the chief of tax centre		
A.10	Business License (photocopy certified by the chief of tax centre, not more than three months).		
A.11	Certified Copy of a valid taxpayers card, delivered by the chief of tax centre		
A.12	A Clearance Certificate signed by the chief of tax centre stating that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.		

	EVALUATION GRID OF TECHNICAL BID			
N°	EVALUATION CRITERIA AND SUB-CRITERIA		YES	NO
B)	ESSENTIAL CRITERIA			
B.1	General presentation of the tender files			
B.1.1	- Visual presentation of the bids (clean, paginated bound documents) Presentation of the documents in the order required in the tender file Clarity and legibility of the documents provided			
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS			
List of references of the enterprise in similar job (supply) of at least 35 000 000FCFA justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed. Minimum acceptable: 01 Contract realized in the domain of supply of rolling stock over the past 05 years				
B.2.1	1st Reference			
B.3	FINANCIAL CAPACITY An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. 25% of the estimated cost of the project			
B.4	Catalogue of equipment in colour including specifications			
B.5	Draft jobbing order duly filled initialed in all the pages and signed on the last page			

Members of the Tenders Board

Name

Duty

Signature

REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie
MINISTRE DE LA DECENTRALISATION
ET DU DEVELOPPEMENT LOCAL
REGION DU NORD OUEST
DEPARTEMENT DE NGOKETUNJIA
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NDOP COUNCIL
NDOP COUNCIL INTERNAL
TENDERS' BOARD

DRAFT JOBBING ORDER

JOBBING ORDER N° _____/JO/ RQ/ NC/ NCITB / 2020

AWARDED AFTER REQUEST FOR QUOTATION N° 04/ RQ/ NC/ NCITB / 2020

CONTRACTOR :

TAX PAYER'S CARD NO :

ADDRESS :

BP :

TEL :

FAX :

BANK ACCOUNT NO :

SUBJECT : "THE PURCHASE OF A 4X4 WHEEL DRIVE PICKUP FOR THE MAYOR OF NDOP COUNCIL
NGOKETUNJIA DIVISION OF THE NORTH WEST REGION"

AMOUNT : F CFA TTC
(..... F CFA TOUTES TAXES COMPRISES)

DELAI : Sixty (60) DAYS

FINANCING : Council Fund - 2020

VOTE CHARGE : :

ENTERED INTO ON :

SIGNED ON :

NOTIFIED ON :

REGISTERED ON :

BETWEEN : : The state of Cameroon, represented by the Lord Mayor Ndop council Contracting Authority
hereafter known as the "Administration"

ON ONE HAND

AND

THE COMPANY

BP :
TEL :
FAX :
BANK ACCOUNT NO.....

Represented by the General Manager

.....

Hereafter known as << **THE contractor** >>

ON THE OTHER HAND

HAVING AGREED UPON AND ADOPTED THE FOLLOWING :

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CHAPTER I GENERAL CONSIDERATIONS

ARTICLE 1 : PURPOSE OF THE JOBBING ORDER

The purpose of this jobbing order is **THE PURCHASE OF A 4X4 WHEEL DRIVE PICKUP FOR THE MAYOR OF NDOP COUNCIL NGOKETUNJIA DIVISION OF THE NORTH WEST REGION**

A description of this works shall be given in Article 10 below.

ARTICLE 2 : PROCEDURE FOR AWARDING THE JOBBING ORDER

This jobbing order is awarded following **REQUEST FOR QUOTATION FOR THE PURCHASE OF A 4X4 WHEEL DRIVE PICKUP FOR THE MAYOR OF NDOP COUNCIL NGOKETUNJIA DIVISION OF THE NORTH WEST REGION**
"

ARTICLE 3 : CONSTITUENT DOCUMENTS OF THE JOBBING ORDER

The constituent contractual documents of this jobbing order are in order of priority:

- this booklet of Special Administrative Clauses ;
- the Supplier's bid and his overall proposal ;
- the provisions which are not repugnant to the booklet of Technical Clauses and of Special Administrative Clauses mentioned above ;
- the breakdown of estimates ;
- the descriptive bill of quantities.

ARTICLE 4 : GENERAL TEXTS

This jobbing order shall be governed by:

- This jobbing order is subject to the following General texts of law
- The Mining Code;
- Instruments governing the various professional bodies;
- Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
- Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code;
- Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
- Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
- Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
- Circular N° 00008349/C/MINFI of 30th December 2019 on the instructions relating to the execution of the finance laws, monitoring and control of the execution of the budget of the state, and other public entities for the 2020 financial year.
- Unified Technical Documents (DTU) for building works;
- Applicable standards;
- Other instruments specific to the domain concerned with the contract.

ARTICLE 5 : DUTIES OF THE SERVICE HEAD AND THE ENGINEER

In pursuance of the provisions of this jobbing order, it shall be specified that

- The Contracting Authority shall be the **Lord Mayor of Ndop council**.
He ensures the preservation of originals of contract documents and the transmission of copies to ARMP through the focal point designated to this effect.
- The Contract Manager shall be the **Secretary General of the council** referred to as the Contract Manager.
He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.
- The Contract Engineer shall be the **chief of service for state property for Ngoketunjia** , hereinafter referred to as the Engineer.
- the control brigade of **MINMAP** shall control all the equipment supplied to ensure that this jobbing order is respected.
- The contractor shall be *[to be specified]*.
 - The authority in charge of ordering payment shall be the **Mayor of Ndop Council**
- The authority in charge of the clearance of expenditures shall be the **Municipal Finance Controller Ndop**.
- The body or official in charge of payment shall be the **municipal Treasurer of Ndop**.
- The official competent to furnish information within the context of the execution of this contract shall be The **Lord Mayor of Ndop**.

ARTICLE 6 : PERIOD AND PLACE OF DELIVERY

The delivery period for equipment shall be fixed at **60 Days** with effect from the date of notification of this jobbing order.

Equipment shall be supplied **at Ndop Council**

ARTICLE 7 : RESIDENCE OF THE CONTRACTOR

The supplier's main residence shall be :

at :
P .O. Box :
TEL :
FAX :

All notifications to him shall validly be forwarded to this address.

CHAPTER II PERFORMANCE OF THE JOBBING ORDER

ARTICLE 8 : ROLE AND RESPONSIBILITY OF THE SUPPLIER

The contractor has as mission to effect the works as described in Article 10 under the control of the *Divisional Chief of service of state property* , and in keeping with the rules and standards in force in Cameroon and the specifications of this jobbing order.

ARTICLE 9 : CONSISTENCY OF SERVICES

The services of the supplier shall comprise the purchase of equipment, delivery, installation, technical receipt and insurance charges.

ARTICLE 10 : DESCRIPTION OF WORKS

The services of this jobbing order is the purchase of a 4x4 wheel drive pick-up for the mayor of Ndop council

ARTICLE 11 : INFORMATION AND DOCUMENTS TO BE FURNISHED

Supply calendar .

ARTICLE 12 : ACCEPTANCE OF WORKS

The Project Owner or Contract Manager shall fix the date for the reception of works to be effected in the presence of the supplier by a commission composed of:

- ❖ The authorizing officerChairperson;
- ❖ The Contract ManagerMember ;
- ❖ The Contracting Authority.....Member;
- ❖ The supplier.....Member;
- ❖ The Divisional delegate of MINMAP or his representative.....observer;
- ❖ The contract Engineer.....secretary.

It shall cross-check the conformity of the works with the prescriptions of the jobbing order and will decide whether there are grounds to rule in favour of acceptance.

Where the supply does not conform, the supplier shall be requested to replace the defective items at his own cost.

Where the supply does conform, the commission shall rule for acceptance. An acceptance report will then be prepared and shall be signed by all the members of the commission and the supplier. Such report shall clearly state the number of items, the quality of the packaging and the compliance with the contractual clauses.

ARTICLE 13: GUARANTEE

Not applicable .

ARTICLE 14: INSURANCE

Hazards of whatever nature during transportation up to the place of delivery must be covered by an insurance policy taken by the supplier.

ARTICLE 15: PENALTIES FOR DELAYS

1. The amount set for penalties for delays is set as follows:
 - 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;
 - One thousandth ($1/1000^{\text{th}}$) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.
2. The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract inclusive of all taxes.

CHAPTER III FINANCIAL PROVISIONS

ARTICLE 16: GENERAL NOTIONS – PRICES

The supplier shall be reputed to be perfectly knowledgeable about all the constraints inherent in the performance of the services and about all local conditions likely to influence such performance.

The prices of this jobbing order shall be final and not subject to review. They shall take into account all delivery, charges, false charges and contingences and shall be understood to be inclusive of taxes.

ARTICLE 17: AMOUNT OF THE JOBBING ORDER

The total amount of this jobbing order stands at
..... CFAF inclusive of taxes (amount in words)
.....
in accordance with the breakdown of estimates appended here to .

UNITE PRICE SCHEDULE

SCHEDULE OF UNIT PRIZES FOR THE PURCHASE OF A 4X4 WHEEL DRIVE PICKUP FOR THE MAYOR OF NDOP COUNCIL NGOKETUNJIA DIVISION OF THE NORTH WEST REGION					
NO		DESCRIPTION	QTY	Unit price in figures	Unit price in words
1		4x4 wheel drive pick-up	1		

COST ESTIMATE

BILL OF QUANTITIES AND COST ESTIMATE FOR THE PURCHASE OF A 4X4 WHEEL DRIVE PICKUP FOR THE MAYOR OF NDOP COUNCIL NGOKETUNJIA DIVISION OF THE NORTH WEST REGION					
NO		DESCRIPTION	QTY	UP	AMOUNT
1		4x4 wheel drive pick-up	1		
	total without tax				
	vat				
	air				
	net to paid				
	total with taxes				

ARTICLE 18: TERMS AND CONDITIONS FOR PAYMENT

17.1 Start up advance:

Upon notification of the contract to the contractor, an advance payment corresponding to **(20% of the contract amount, after tax)** may be granted to the holder of the jobbing order, at his request.

This advance payment shall be guaranteed 100% (one hundred percent) by a first class bank approved by the Ministry in charge of finance.

Release of this guarantee shall be issued upon acceptance of all the works which were the purpose of the jobbing order.

17.2. Scheduling payments:

Payments shall be made in proportion to the services performed and deduction made of the advance payment.

The supplier shall be paid upon presentation of invoices after acceptance of works.

ARTICLE 19: BANK DOMICILIATION

The Project Owner or Contract Manager shall pay in full all sums owed for the execution of this jobbing order by bank transfer to account No. at in the name of

ARTICLE 20: TAX SYSTEM

This jobbing order shall be subject to all the taxes and duties in force in the Republic of Cameroon.

The Value Added Tax shall be borne by the Project Owner or Project Manager.

ARTICLE 21: STAMP DUTY AND REGISTRATION

Seven (7) original copies of this jobbing order shall be stamped and registered by the supplier at his cost, in accordance with the regulations in force.

CHAPTER IV

MISCELLANEOUS PROVISIONS

ARTICLE 22: PRODUCTION AND CIRCULATION OF THE JOBBING ORDER

Fifteen (7) copies of this jobbing order shall be produced and circulated.

ARTICLE 23: DISPUTES

Any dispute arising between the contracting parties shall be the subject of an attempt at reconciliation through direct understanding.

Failing an amicable settlement, the final verdict of any dispute stemming from this jobbing order shall be passed by the competent Cameroonian court.

ARTICLE 24: CANCELLATION OF THE JOBBING ORDER

This jobbing order may be cancelled under the conditions and formalities provided for by the regulations in force.

ARTICLE 25: VALIDITY OF THE JOBBING ORDER

This jobbing order shall be valid only after its signature by the Project Owner (or the Contract Manager) and shall become enforceable only after its notification to the Supplier.

PAGE AND LAST OF JOBBING ORDER No....LC/ (1) / (2)

AFTER

WITH THE COMPANY:

FOR THE SUPPLY

AMOUNT OF THE JOBBING ORDER: CFAF

(In words)

CFA francs inclusive of taxes)

EXECUTION TIME:

Read and accepted by the contractor
(place of signature)_____ (date)
Signature of Contracting Authority
(place of signature)_____ (date)
Registration

Table of models

- : Model bid bond
- : Model final bond
- : Model of start-off advance bond
- : Model retention fund

: MODEL BID BOND

Addressed to [indicate the Contracting Authority and his address] "Contracting Authority"

Whereas the undertaking _____ hereinafter referred to as the "bidder" has submitted his bid on _____ for [recall the subject of the invitation to tender], hereinafter referred to as "the bid" and to which must be attached a bid bond equivalent to [indicate the amount] CFA francs.

We _____ [name and address of the bank], represented by _____ [names of signatories], hereinafter referred to as "the bank" hereby guarantee payment to the Contracting Authority of the maximum sum of [indicate the amount] CFA francs, that the bank pledges to pay in full to the Contracting Authority, binding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the bidder retires his bid during the validity period provided for in the Tender File;

Or

If the bidder, having been notified of the award of the contract by the Contracting Authority 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 (final bond) as provided for by the contract;

We pledge to pay to the [Contracting Authority] an amount up to the maximum of the sum referred to above upon reception of the his first written request, without the Contracting Authority 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 Contracting Authority 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 Contracting Authority to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this period of validity.

This bond shall, for purposes of its interpretation 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]

: Model final bond

Bank:

Reference of the bond: No. _____

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

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

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

Whereas we have agreed to issue the Contractor this guarantee,

We, _____ *[name and address of bank]*
represented by _____ *[name of signatories]*,
hereinafter referred to as "the bank", commit ourselves to pay the Project Owner, within a maximum deadline of eight (8) weeks, upon the simple written request declaring that the Contractor 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 upon signature and notification of the contract. It shall be released within a deadline of *[indicate the deadline]* from the date of the provisional acceptance of the works.

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 made 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]

: Model of start-off advance bond

Bank: reference, address _____

We, the undersigned, (bank, address) hereby declare by the present to guarantee on behalf of _____ [the holder] to the benefit of the Project Owner [address of the Project Owner] (the beneficiary)

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that _____ [the holder] has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of contract No. _____ of _____ relating to _____ works [indicate the subject of the works, the references of the invitation to tender and the lot, if possible] of the total sum corresponding to the advance of [twenty (20) %] of the amount inclusive of all taxes of contract No. _____, payable upon notification of the corresponding Administrative Order that is, _____ CFA francs.

This bond shall enter into force and shall take effect upon reception of the respective parts of this advance into the accounts of _____ [the holder] opened in the _____ bank under No. _____.

This bond shall remain in force up till the reimbursement of the advance in accordance with the SAC. However, the amount of the bond shall be proportionately reduced on the progressive reimbursement of the advance.

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

: Model of performance bond (Retention fund)

Bank: _____

Reference of the bond: No _____

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

Hereinafter referred to as "the Project Owner"

Whereas _____ *name and address of Supplier*] hereinafter referred to "the contractor", pledged, in execution of the contract, to carry out the works of *[indicate the subject of the works]*

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

Whereas we have agreed to provide the Contractor with this guarantee,

We, _____ *[name and address of the bank]*,

Represented by _____ *[names of signatories]* and hereinafter referred to as "the bank",

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

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

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

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

Any request for payment made by the Project Owner by virtue of this bond 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 and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this pledge and its consequences.

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

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

BANKS

1. Afriland First Bank (AFB)
2. Banque Atlantique Cameroun (BACM)
3. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
4. CITI Bank N.A. CAMEROON
5. Commercial Bank of Cameroon (CBC)
6. Ecobank Cameroon (EBC)
7. National Financial Credit Bank (NFC BANK)
8. Société Commercial de Banques Cameroun (CA-SCB)
9. Société Générale de Banque au Cameroun (SGBC)
10. Standard Chartered Bank Cameroon (SCBC)
11. Union Bank of Cameroon PLC (SCBC)
12. United Bank for Africa (UBA)

II- Insurance companies

1. Chanas Assurances S.A. BP 109/Douala;
2. Activa Assurnces S.A. BP 12970/Douala ;
3. Zenithe Insurance S.A. BP 1540/Douala.

N.B: la liste ci-dessus est egalement disponible sur le site web :www.arnmp.cm