

REPUBLIQUE DU CAMEROUN

Paix - Travail - Patrie

MINISTRE DE LA DECENTRALIZATION ET DU
DEVELOPPEMENT LOCALE

REGION DU NORD OUEST
DEPARTEMENT DE LA MEZAM

ARRONDISSEMENT DE BAMENDA II^{EME}

COMMUNE DE BAMENDA II^{EME}

P. O. BOX 495 MANKON

REF. N° BIIC/VOL.1/SG/2022



REPUBLIC OF CAMEROON

Peace - Work - Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL
DEVELOPMENT

NORTH WEST REGION
MEZAM DIVISION

BAMENDA II SUB-DIVISION

BAMENDA II COUNCIL

P. O. BOX 495 MANKON

Bamenda, the **10 5 AVR 2022**

REQUEST FOR QUOTATION

REQUEST FOR QUOTATION

**N°01/RQ/BII.CITB/FEICOM/BIIC/2022 OF 01/04/2022 FOR THE SUPPLY OF A PICK-UP
4X4 DOUBLE CABIN VEHICLE TO THE BAMENDA II COUNCIL, MEZAM DIVISION OF THE
NORTH WEST REGION**

PROJECT OWNER: THE LORD MAYOR OF BAMENDA II COUNCIL.

FINANCING: BAMENDA II COUNCIL/FEICOM INVESTMENT BUDGET - 2022

BUDGET HEADS

PICK-UP 4X4 VEHICLE	2-22-100
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FINANCIAL YEAR 2022

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TENDER NOTICE

REQUEST FOR QUOTATION

N°01/RQ/BII.CITB/FEICOM/BIIC/2022 OF 01/04/2022 FOR THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAMENDA II COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION

1. **Subject of the Tender Notice:** Within the framework of 2022 Investment Budget, the Mayor of the BAMENDA II Council, Contracting Authority, hereby launches, a Request for Quotation for the supply of a pick-up 4x4 double cabin vehicle to BAMENDA II Council, MEZAM Division of the North West Region.

2. **Participation:**

Participation to this consultation is opened to Enterprises of Cameroonian Nationality who are in compliance with the regulations in force

3. **Description of services:**

The supply consists of the delivery of two (01) vehicle whose characteristics are described in the Special Technical Clauses Book (CTP). "see characteristics on page 14-point 3.3 technical description".

4. **Lots**

The supply is as follows:

Supply of a pick-up 4x4 double cabin vehicle to BAMENDA II Council, MEZAM Division of the North West Region

5. **Estimated cost**

The estimated cost after preliminary studies is 41 000 000 (Forty-One Million) FCFA

6. **Funding**

This project shall be co-financed by the FEICOM/BAMENDA II Council 2022 Public Investment Budgets as follows:

S/N	SOURCE OF FUNDING	AMOUNT
01	FEICOM INVESTMENT FUND	28,000,000
02	BAMENDA II COUNCIL PROPER FUND	13,000,000

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, valid for thirty (30) days beyond the date of validity of bids and of an amount of 820 000 (Eight Hundred and Twenty Thousand) FCFA.

8. Consultation of the Tender file:

The Tender file could be consulted in the BAMENDA II Council, Contracts Award Service, the Divisional Delegation of MINMAP or the Regional Centre of ARMP- North West upon publication of this invitation.

9. Acquisition of consultation file:

The file may be consulted and obtained at the BAMENDA II Council, Contracts Award Service, BAMENDA II Council 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 **60 000** (sixty thousand Francs CFA) into BAMENDA II Municipal Treasury or any other public treasury, representing the cost of purchasing the tender file.

10. Submission of Files:

Complete bidders' files, including all administrative and technical documents, must be deposited in seven (07) copies including one (01) original file and six (06) copies on the **21/04/2022** at **10:00 AM** local time in sealed envelopes, in the BAMENDA II council Contracts Award Service bearing on:

N°01/RQ/BII.CITB/FEICOM/BIIC/2022 OF 01/04/2022 FOR THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAMENDA II COUNCIL, MEZAM 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 **21/04/2022** at **11:00 AM** in the conference hall of the BAMENDA II Council, by the 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. Admissibility of bids:

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

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

Bids that do not respect the method of separating the financial offer from administrative and technical offers will be inadmissible.

13. Deadline of execution:

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

14. Evaluation criteria

[The aim of these criteria is to identify and reject incomplete bids or bids not in compliance with the essential conditions laid down in the Tender File relating especially to admissibility of administrative documents, compliance of the technical bid with the technical specifications in the Tender File and the qualification of candidates].

14.1 Eliminatory criteria

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

- Absence of bid bond ;
- False declaration or falsified document;
- Non-compliance with major technical specifications of the supply ((to be listed) "see characteristics in point 1.0 technical description";
- Non respect of two (02) essential criteria;
- Absence of quantified unit price;
- Non-compliance with the model tender;
- Absence of prospectus accompanied by the technical sheets from the manufacturer;
- Absence of agreement or authorization from the manufacturer, where applicable.

14.2 Essential criteria

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

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

- Turnover:
- Supplier's references of similar supplies
- Availability of spare parts
- After-sales service
- Access to a line of credit or other financial resources (if applicable)

The non-respect of 02 of criteria leads to the elimination of the bid.

(It is important to avoid arbitrariness in determining qualification)

[Indicate the main qualification criteria which show that the bidders have the technical capacities and required resources to execute the contract fully. These criteria are given in detail in article 6(1) of the Special Regulations of the invitation to tender]

[The marking scale for offers by award of points is proscribed in favour of the binary method (yes or no)].

15. Award

The jobbing order shall be awarded to the bidder whose bid is in conformity to the dispositions of the tender file and on the basis of the lowest bid and technical quality, confer article 33 of the public contracts code.

16. 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.

17. Complementary Information:

Complementary information which could be technical in nature can be obtained from the Mayor's Secretariat of the Bamenda II Council Tel: 674 10 88 53.

BAMENDA II the _____

The Mayor of BAMENDA II Council

Circular copies

- MINMAP;
- ARMP
- President TB;
- Notice Board;
- Project owner
- Chrono



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Bamenda, the _____

AVIS DE DEMANDE DE COTATION

Objet : DEMANDE DE COTATION N°001/DQ/CIPMCB.II/FEICOM/BIIC/2022 DU 01/04/2022 POUR LA FOURNITURE D'UN PICK UP 4X4 DOUBLE CABINE A LA COMMUNE DE BAMENDA II, DANS LE DEPARTEMENT DE MEZAM, REGION DU NORD-OUEST

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

Dans le cadre de l'exécution du budget FEICOM/Mairie de BAMENDA II 2022, le Maire de la Commune de BAMENDA II, Autorité Contractante lance pour le compte du Maître d'Ouvrage, une Demande de Cotation pour la fourniture d'une pick-up 4X4 double cabine à la Commune de BAMENDA II dans le **Département de MEZAM, Région du Nord-Ouest**

2. **Participation :**

La participation à cette consultation est ouverte aux Entreprise de droit camerounais

3. **Description des prestations :**

La fourniture consiste à la livraison de deux (01) véhicule dont les caractéristiques sont décrites dans le Cahier des Clauses Techniques Particulières (CCTP). « voir la spécification technique au point 3.3, page 14 »

4. **Allotissement**

La fourniture est ci-après définie :

Fourniture d'un pick-up 4X4 à la Commune de BAMENDA II **dans le Département de MEZAM Région du Nord-Ouest.**

5. **Coût prévisionnel**

Le coût prévisionnel de l'opération à l'issue des études préalables est de **41 000 000 (Quarante un million) FCFA**

6. **Financement :**

Les prestations, objet de la présente consultation sont financées par le Budget d'Investissement de la commune de BAMENDA II /FEICOM au titre de l'exercice 2022 assigné au Maire de la commune de BAMENDA II.

S/N	SOURCE DE FINANCEMENT	AMOUNT
01	FUND INVESTMENT DU FEICOM	28,000,000
02	PROPRE FUND DE LA COMMUNE D' BAMENDA II	13,000,000

7. **Cautionnement provisoire**

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans ce DAO, valable pendant trente (30) jours au-delà de la

date originale de validité des offres et de **820 000 (Huit cent vingt mille francs) FCFA**

8. Consultation du Dossier :

Le dossier de consultation peut être consulté aux heures ouvrables à la Commune de BAMENDA II, Service de passation des marchés, 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 BAMENDA II, Service de Passation des Marchés Publics dès publication du présent avis contre présentation d'une quittance de versement de la somme non remboursable de **F CFA 60 000 (soixante mille Francs CFA)** à la recette municipale de la Commune de BAMENDA II.

10. Remise des offres :

Chaque offre, rédigée en français ou en anglais en **sept (07)** exemplaires dont un (01) original et six (06) copies marquées comme tels, devra parvenir contre récépissé à la Délégation Départementale des Marchés Publics, Service de passation des marchés, au plus tard le **21/04/2022 à 10 heures**, heure locale et devra porter la mention suivante :

Objet : DEMANDE DE COTATION N°001/DQ/CIPMCB.II/FEICOM/BIIC/2022 DU 01/04/2022 POUR LA FOURNITURE D'UN PICK UP 4X4 DOUBLE CABINE A LA COMMUNE DE BAMENDA II, DANS LE DEPARTEMENT DE MEZAM, REGION DU NORD-OUEST
« A n'ouvrir qu'en séance de dépouillement »

11. Recevabilité :

Les offres seront remises à l'adresse sus indiquée et dépouillées le **21/04/2022 à 11 h** dans la salle de conférence de la Commune de BAMENDA II, par la Commission Interne de Passation des Marchés de la Commune de BAMENDA II, 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. Admissibilité des offres :

Sous peine de rejet, les pièces du dossier administratif ne doivent comporter que des originaux ou des copies certifiées conformes par le service émetteur ou les autorités administratives compétentes conformément au Règlement Particulier de l'Appel d'Offres. Ces documents doivent dater de moins de trois (3) mois ou être établis après la signature de l'avis d'appel d'offres.

Toute offre non conforme aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence d'une caution de soumission délivrée par une banque de premier ordre agréée par le Ministre chargé des Finances ou le non-respect des modèles des pièces du dossier d'appel d'offres entraîne un rejet pur et simple de l'offre.

Les offres ne respectant pas la méthode de séparation de l'offre financière des offres administratives et techniques seront irrecevables.

13. 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.

14. Critères d'évaluation

[Ces critères ont pour objet d'identifier et de rejeter les offres incomplètes ou non conformes aux conditions essentielles fixées dans le Dossier d'Appel d'Offres portant notamment sur la recevabilité des pièces administratives, la conformité de l'offre technique aux spécifications techniques du Dossier d'Appel d'Offres et la qualification des candidats].

14.1 Critères éliminatoires

*Cheremi Peter
MAYOR*

[Ces critères fixent les conditions minimales à remplir pour pouvoir être évalué selon les critères essentiels. Ils ne doivent pas faire l'objet d'une notation. Le non-respect de ces critères entraînera le rejet de l'offre par le soumissionnaire]. Ils comprennent notamment :

- Absence de caution de soumission ;
- Fausse déclaration ou document falsifié ;

Non-conformité aux spécifications techniques majeures de la fourniture ((à lister) « voir caractéristiques au point 1.0 descriptif technique ») ;

- Non respect de deux (02) critères essentiels ;
- Absence de prix unitaire chiffré ;
- Non-conformité au modèle d'appel d'offres ;
- Absence de prospectus accompagné des fiches techniques du constructeur ;
- Absence d'accord ou d'autorisation du fabricant, le cas échéant.

14.2 Critères essentiels

Les critères dits essentiels sont ceux primordiaux ou déterminants permettant de juger de la capacité technique et financière des candidats à exécuter les prestations ou à livrer les fournitures faisant l'objet de l'appel d'offres.

Les critères relatifs à la qualification des candidats pourraient à titre indicatif être les suivants :

- Chiffre d'affaires ;
- Références fournisseurs de fournitures similaires
- Disponibilité des pièces détachées
- Service après-vente
- Accès à une marge de crédit ou à d'autres ressources financières (le cas échéant)

Le non respect de 02 des critères entraîne l'élimination de l'offre.

(Il est important d'éviter l'arbitraire dans la détermination de la qualification)

[Indiquez les principaux critères de qualification qui montrent que les soumissionnaires disposent des capacités techniques et des ressources nécessaires pour exécuter pleinement le marché.

Ces critères sont précisés à l'article 6(1) du Règlement Particulier de l'appel d'offres]

[Le barème de notation des offres par attribution de points est proscrit au profit de la méthode binaire (oui ou non)].

15. Attribution

Lettre de commande est attribué au soumissionnaire dont l'offre est conforme aux dispositions du dossier d'appel d'offres et sur la base de l'offre la moins disante et de la qualité technique, conformément à l'article 33 du code des marchés publics.

16. 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.

17. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès De la Commune de BAMENDA II. Tel N° 674 10 88 53

Fait à Bamenda le 05 AVR 2022

Le Maire de la Commune de BAMENDA II,

Ampliations :

- MINMAP;
- ARMP
- Président CPM;
- Affichage;
- Le Maître d'Ouvrage

Cherwi Peter
MAYOR



DOCUMENT No. II

REGULATIONS FOR THE CONSULTATION

2.1 – DOCUMENTS FOR CONSULTATION

ARTICLE 1 : Contents of the consultation file

- 1.1 The consultation file shall describe the supplies which are subject to a certain type of Jobbing Order, lay down the consultation procedure and conditions for the Jobbing Order.
- 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) The descriptive and quantitative estimates duly filled, signed and dated;
- (c) The draft Jobbing Order duly completed, initialed and signed;
- (d) 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 valid within specify period;
 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 of FCFA **60 000 (sixty thousand)** representing the cost of the tender file issued by the BAMENDA II Municipal Treasury;
 6. A bid bond issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions **820 000 (Eight hundred and Twenty Thousand) FCFA**
 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. An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP);
11. Deadline for the execution of the works;
12. An attestation of site visit signed by the Contractor
13. Plan of Attestation of localization of company stamped and signed
14. A group agreement if necessary
15. Power of attorney if necessary
16. Conformity and compliance of the supplies backed by photographs of the equipment to be supplied.

ARTICLE 4: BID

- 4.1 The Supplier shall specify in the bid the place of delivery and nature of prices
- a. Exclusive value added taxes (EVAT) and
 - b. All taxes and customs duties inclusive (ATI).
- 4.2: The Supplier shall complete the Bill of Entry and Quantities provided in the consultation file, indicating the characteristics of the supplies 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 Supplier 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.

2.3 DEPOSIT OF FILES

ARTICLE 7: SUBMISSION OF BIDS

The bids will be submitted on the 21/04/2022 at 10 AM at the BAMENDA II Council, Contracts Award Service and opened the same day at 11 AM in the conference hall of the BAMENDA II Council.

ARTICLE 8: Stamping and marking of bids

Suppliers shall enclose the original and copies of their bids in an envelope:

- (a) Addressed to the Mayor of BAMENDA II Council at the address indicated in the letter of invitation to tender and bearing on:

“REQUEST FOR QUOTATION

N°01/RQ/BII.CITB/FEICOM/BIIC/2022 OF 01/04/2022 FOR THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAMENDA II COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION”

Any other mark on the bid shall lead to the disqualification of the offer

ARTICLE 9: 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 10 OPENING

10.1 The BAMENDA II Council Internal Tenders Board shall open the bids in the presence of the bidders or the representatives of the bidder wishing to attend the bid-opening session to hold on the same day as the day of submission of bids and within one hour following that for the submission of bids.

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

ARTICLE 11: Evaluation of the Bids

DESIGNATION	YES	NO
A- GENERAL PRESENTATION		
1- Document spirally bound		
2- Hard back cover		
3- Content page		
4- Coloured separators		
5- Page Numbering		
B- PROFESSIONAL EXPERIENCE OF BIDDER		
6- Table of past supplies realized for the past 5 years (at least two references) joint certified copy of the first and last page of the contract (indicate amount, year, Contract number, funding body and place of execution)		
C- ADMINISTRATIVE DOCUMENTS		
7- A stamped letter of submission signed and dated		
8- The descriptive and quantitative estimates duly filled, signed and dated		
9- The draft Jobbing Order duly completed, initialed and signed		
<p>A complete administrative file comprising of the following</p> <ul style="list-style-type: none"> - A valid Certificate of imposition; - 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. - 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; - 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; - A receipt showing the payment of FCFA 60 000 (sixty thousand) representing the cost of the tender file issued by the Bamenda Treasury; - A bid bond issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions 820 000 (Eight Hundred and Twenty Thousand) FCFA - A certified copy of the Business License (certified by the chief of center of Taxes, not more than three months); - Certified Copy of a valid taxpayer's card, delivered by the chief of center of Taxes. - 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; - An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP); - Deadline for the execution of the works; - An attestation of site visit signed by the Director of the enterprise - Plan and Attestation of localization of company stamped and signed - A group agreement if necessary - Power of attorney if necessary - Conformity and compliance of the supplies backed by photographs of the equipment to be supplied. 		

The absence or the non-conformity of one of the elements in documents "C" of the evaluation grill above will result to the elimination of the offer

The evaluation will be done in a purely binary way" yes" or negative "no" with an acceptable minimum of 4/6 in the elements that appear in documents A and B

The project will be awarded to the bidder who would have proposed the lowest amount in conformity with the regulation of the request of quotation and having satisfied 100% of the elements in document C and at least 4/6 of those in A and B

ARTICLE 12: 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 13: Award of the Jobbing Order

The Tenders Board shall propose the award of the Jobbing Order to the Contracting Authority whose bid it would have deemed compliant with the provisions of the Consultation File, and is the lowest.

ARTICLE 14: Announcement of award of the Jobbing Order

The Contracting Authority (mayor of BAMEDA II Council) 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 The delivery deadline.

ARTICLE 15: Signing of the Jobbing Order

Within 7 (seven) days following the award, the Jobbing Order shall be signed by the Contracting Authority and notified to the supplier who shall be responsible for its registration according to the procedure in force.

ARTICLE 16: Corruption and fraudulent practices

The Chairpersons and Member of Tenders Boards as well as Suppliers 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 supplier 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
ANNEXED MODELS**

3.1 BID LETTER

Date

REQUEST FOR QUOTATION

N°01/RQ/BII.CITB/FEICOM/BIIC/2022 OF 01/04/2022 FOR THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAMENDA II COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION

To: The Chairperson of the Tenders Board

Dear Madam,

After studying the Consultation File which we officially acknowledge receipt of, we, the undersigned, hereby tender to supply and deliver
..... 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 deliver the supplies 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 reception 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.

**BAMENDA II COUNCIL INTERNAL TENDERS BOARD
"REQUEST FOR QUOTATION"**

N°01/RQ/BII.CITB/FEICOM/BIIC/2022 OF 01/04/2022 FOR THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAMENDA II COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION"

Deadline for submission of bids is 21/04/2022 at 10:00 am prompt

3.2 - BILL OF ESTIMATES, ENTRY AND QUANTITIES

(To be filled by the Candidate)

No	Description of item (including Marque and model)	Quantity	Unite price (in figures and word)	Total Price

3.3 - TECHNICAL DESCRIPTION OF SERVICES

(To be filled by the Project Owner)

TECHNICAL SPECIFICATION
DESCRIPTION
VEHICULE PICK UP DIESEL 4X4 DOUBLE CABINE D/C

Series	GUN126R FACELIFT
Body Style	double cab pickup
Release date	01/05/2020
Discontinued date	31/08/2021
Drive type	4x4
VIN plate location	Right Rear Chassis Rail
Compliance plate location	Pass Side Lower B-Pillar
VIN Example	MROKA3CD100000001
Country of origin	Thailand
Segment	Pick Up or Cab Chassis 4X4
Safety ANCAP rating	5 stars
Number of doors	4
Seating capacity	5
Engine Specifications	
Type	DIESEL TURBO F/INJ

Size	2753cc, 2.8L
Power @ RPM	130kW @ 3400rpm (174.3 hp)
Torque @ RPM	420Nm @ 1400rpm (309.7 lb-ft)
Cylinders	turbocharged four-cylinder
Number of Valves	16
Valves	DUAL OVERHEAD CAM
Euro Rating	EURO 5
Compression ratio	15.6
Power/weight ratio	63.6kw/tonne
Bore/stroke	92mm × 103.6mm (3.6in × 4.1in)
Drivetrain and Wheels	
Transmission	Six-speed Manual
Drive type	four-wheel drive
Steering type	RACK & PINION - POWER ASSISTED
Turning circle	11.8m (38.7 ft)
Brake (front) type	DISC - VENTILATED
Brake (rear) type	DRUM
Front tyre & wheel size	265/65 R17 - 7.5x17
Rear tyre & wheel size	265/65 R17 - 7.5x17
Front suspension type	Double wishbone, Coil Spring, Hydraulic double acting shock absorber, Anti roll bar
Rear suspension type	Leaf spring, Hydraulic double acting shock absorber
Fuel Specifications	
Fuel type	DIESEL
Fuel tank capacity	80L
Fuel consumption (combined average)	7.6L / 100km
Fuel consumption city (average)	9.2L / 100km
Fuel consumption highway (average)	6.7L / 100km

Vehicle range	1052.6km (654.1 miles)
Emission standard	EURO 5
E10 compatible	-
CO₂ emissions (combined)	201g / 100km
CO₂ emissions (city)	242g / 100km
CO₂ emissions (highway)	176g / 100km
Dimensions	
Length	5325mm (209.6 inches)
Width	1855mm (73.0 inches)
Height	1815mm (71.5 inches)
Wheelbase	3085mm (121.5 inches)
Front track	1535mm (60.4 inches)
Rear track	1550mm (61.0 inches)
Ground clearance	216mm (8.5 inches)
Unladen weight	2045kg (4508.4 lbs)
Gross Vehicle Mass	3050kg (6724.1 lbs)
Gross Combination Mass	5850kg (12897.0 lbs)
Towing Capacity	
Braked towing capacity	3500kg (7716.2 lbs)
Unbraked towing capacity	750kg (1653.5 lbs)
Warranty	
Warranty length	60 months
Warranty distance	Unlimited km
Servicing	
Service interval (km)	10,000 km
Service interval (months)	6 months

**BAMENDA II COUNCIL INTERNAL TENDERS BOARD
"REQUEST FOR QUOTATION"**

N°01/RQ/BII.CITB/FEICOM/BIIC/2022 OF 01/04/2022 FOR THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAMENDA II COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION"

3.4 - BID COMPARISON TABLE

No	Names of Bidders	Address	Bid compliance		Delivery		Total Price TTC	Observations
			Yes	No	Period (time)	Place		
1.								
2.								
3.								
4.								

Members of the Tenders Board

Name

Duty

Signatur

REPUBLIQUE DU CAMEROUN

Paix - Travail - Patrie

MINISTERE DE LA DECENTRALIZATION ET DU
DEVELOPPEMENT LOCALE

REGION DU NORD OUEST
DEPARTEMENT DE LA MEZAM

ARRONDISSEMENT DE BAMENDA II^{EME}

COMMUNE DE BAMENDA II^{EME}

P. O. BOX 495 MANKON

REF. N° BIIC/VOL.1/SG/2022



REPUBLIC OF CAMEROON

Peace - Work - Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL
DEVELOPMENT

NORTH WEST REGION
MEZAM DIVISION

BAMENDA II SUB-DIVISION

BAMENDA II COUNCIL

P. O. BOX 495 MANKON

Bamenda, the _____

DRAFT JOBBING ORDER

JOBBING ORDER N° /JO/RQ/PR/ACITB/2022

AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER
"N°...../RQ/B.IICITB/2022 OF THE .. /03 /2022 FOR THE SUPPLY OF A PICK-UP 4X4
DOUBLE CABIN VEHICLE TO THE BAMENDA II COUNCIL, MEZAM DIVISION OF THE NORTH
WEST REGION"

CONTRACTOR:

TAX PAYER'S CARD NO :

ADDRESS :

BP :

TEL:

FAX :

BANK ACCOUNT NO.....

SUBJECT : THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAMENDA II

AMOUNT : F CFA TTC

(..... F CFA TOUTES TAXES COMPRISES)

DELAI :Thirty (30) DAYS

FINANCING : **FEICOM/BAMENDA II COUNCIL - 2022**

VOTE CHARGE : :

ENTERED INTO ON :

SIGNED ON :

NOTIFIED ON :

REGISTERED ON :

BETWEEN:: The state of Cameroon, represented by the Mayor of BAMENDA II Council for the 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 SUPPLIER** >>

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 for the supply of a pick-up 4x4 double cabin vehicle to **BAMENDA II Council, MEZAM Division of the North West Region**

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

ARTICLE 2: PROCEDURE FOR AWARDING THE JOBBING ORDER

This Jobbing Order is awarded following a Request for quotation

"N°01/RQ/BII.CITB/FEICOM/BIIC/2022 OF 01/04/2022 FOR THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAMENDA II COUNCIL, MEZAM 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:

- a) The instruments governing the professional corps;
- b) Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code;
- c) Decree No. 20012/074 of 8 March 2012 relating to the creation, organization and functioning of Tenders Boards;
- d) Decree No. 2012/075 of 8 March 2012 to organize the Ministry of Public Contracts;
- e) Decree No. 2012/076 of 8 March 2012 to amend and supplement some provisions of Decree No. 048/2001 of 23 February 2001 on the creation, organization and functioning of the Public Contracts Regulatory Agency;
- f) Decree No. 2001/048 of 23 February 2001 relating to the creation, organisation and functioning of the Public Contracts Regulatory Agency;
- g) 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;
- h) Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code;
- i) Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
- j) Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
- k) Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
- l) Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
- m) Circular N° 2021/026/C/MINFI of 26 December 2022 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 2022 financial year;
- n) Unified Technical Documents (DTU) for building works;
- o) Applicable standards;
- p) 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

5.1 General definitions (cf. Code)

- The Contracting Authority shall be the **Mayor of BAMENDA II 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 project Owner (Authorizing Officer) shall be the **Mayor of BAMENDA II Council**
- The Contract Manager shall be **The Secretary General of BAMENDA II Council** hereinafter 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 **Divisional Chief of State Property for MEZAM** hereinafter referred to as the Engineer.
The supplier shall be **[to be specified]**.

5.2 Security

- The authority in charge of ordering payment shall be **The Mayor of BAMENDA II Council**.
- The authority in charge of the clearance of expenditures shall be the **General Manager of FIECOM**
- The bodies or officials in charge of payment shall be the **Accountant of FEICOM FIECOM/BAMENDA II COUNCIL funding (28,000,000)** and the **Municipal Treasurer for BAMENDA II Council Funding (13,000,000)**
- The official competent to furnish information within the context of the execution of this contract shall be **The Lord Mayor of BAMENDA II Council**.
- The service in charge of monitoring and control shall be **the Control brigade MINMAP – Mezam**
- The Service for information relating to the execution of this project shall be **the Mayor of BAMENDA II Council**

ARTICLE 6: PERIOD AND PLACE OF DELIVERY

The delivery period for supplies shall be fixed at **60 Days** with effect from the date of notification of this Jobbing Order.

Delivery shall be made **at the BAMENDA II Town Hall**

ARTICLE 7: RESIDENCE OF THE SUPPLIER

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: ROLES AND RESPONSIBILITIES OF THE SUPPLIER

The supplier has as mission to effect the supply of items as described in Article 10 under the control of the **Divisional Chief of State Property for MEZAM** and in keeping with the rules and standards in force in Cameroon and the specifications of this Jobbing Order.

ARTICLE 9: CONSISTENCY OF SERVICES

ARTICLE 10: DESCRIPTION OF SUPPLIES

The services shall include the supply of:

<u>No</u>	<u>Item Description</u>	<u>2022 reference</u>	<u>Technical specification</u>	<u>Unit price</u>	<u>quantity</u>	<u>Total price</u>

ARTICLE 11: INFORMATION AND DOCUMENTS TO BE FURNISHED

Purchase receipt, insurance policy and all other documents to facilitate registration of the vehicle.

ARTICLE 12: RECEPTION OF SUPPLIES

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

- 1.The Authorizing OfficerChairperson;
- 2.The General Manager of FEICOM or his representative..... Member
- 3.The Contracting Authority.....Member;
- 4.The Contract Engineer.....Secretary.
- 5.The Service head for follow up of projects and investments of FEICOM North West Agency
- 6.The supplier.....Member;

It shall cross-check the conformity of the supplies with the prescriptions of the Jobbing Order and will decide whether there are grounds to rule in favour of reception.

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 reception. A reception 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

The cost of the usual commercial guarantees outlined in the general clauses for any defect or early alteration of the items shall be borne by the supplier. The supply will bear the cost of repairs of the supplied equipment for six months from the date of reception of the supplies.

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.

The Project Owner or Contract Manager must be freed from all obligations.

The insurance must represent 110% (one hundred and ten percent) of the CIF value of the "shop to shop" supplies on a « blanket policy », including war and strikes, in a freely convertible currency. The Project Owner must be named as beneficiary.

**CHAPTER III
FINANCIAL PROVISIONS**

ARTICLE 15: 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 supplies, charges, false charges and contingences and shall be understood to be inclusive of taxes.

ARTICLE 16: 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

UNIT PRICE SCHEDULE FOR THE FOR THE SUPPLY OF A PICK – UP 4x4 VEHICLE TO BAMENDA II COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION				
S/N	DESCRIPTION	UNIT	UP IN FIGURES	UP IN WORDS
1	VEHICLE PICK – UP DIESEL 4X4 DOUBLE CABINE DE 9CV (2022)	U		
2	TOOL KIT	U		
3	First aid box	U		

COST ESTIMATES

BILL OF QUANTITIES AND COST ESTIMATE FOR THE SUPPLY OF A PICK – UP 4x4 VEHICLE TO BAMENDA II COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION							
S/N	DESCRIPTION	UNIT	QTY	UP	TOTAL COST	FEICOM/BAMENDA II COUNCIL	BAMENDA II COUNCIL BUDGET
1	VEHICLE PICK – UP DIESEL 4X4 DOUBLE CABINE DE 9CV(2022)	U	1				
2	TOOL KIT	U	1				
3	First aid box	U	1				
TOTAL AMOUNT WITHOUT TAXES							
VAT (19,25 %)							
AIR (2.2 or 5.5%)							
TOTAL TAXES							
TOTAL TAXES INCLUSIVE (TTC)							
NET PAYABLE							

CLOSED THIS ESTIMATES AT THE SUM OF: ... (in words) FCFA including all taxes (ATI) ie FCFA ATI to be paid by FEICOM and FCFA ATI to be the Council contribution.

ARTICLE 17: TERMS AND CONDITIONS FOR PAYMENT**17.1 Start-up advance:**

Upon notification of the contract to the supplier, an advance payment corresponding to **(30% 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 reception of all the supplies which were the purpose of the Jobbing Order.

17.2. Scheduling payments:

The contracting Authority has a time-limit of the three (03) days to visa and forward the contractor's bill for payment

Payment shall be done by the General Manager of FEICOM after receiving accounts drawn up by the Contract Engineer and signed by the Mayor bearing the visa of the Service of Follow up of Projects and investments of FEICOM upon presentation of an account drawn up by the contracting partners in seven (07) copies including the stamped original copy.

Each request for payment shall include the following documents:

A. Common documents

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

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

- 1 The original copy of the start-off advance deposit or **Guarantee of start-off advance**

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

- 1 The Service order to start works,

D. Documents specific to request for partial payments;

- 1 The detailed supplies rendered stamped and signed by the contractor, the Project Manager or the contract Engineer;

2 The Minutes of supplies made.

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

- 1 The final detailed supplies made stamped and signed by the contractor, the Project Manager or the contract Engineer;
- 2 The original copy of the general provisional acceptance or technical acceptance of works report.

F. Documents specific to the payment requests of holdback;

- 1 The original copy of the final acceptance of works report.
- 2 The original copy of the certificate of release of retention signed by the Project Owner,

- **Default interests**

Default interests shall be paid by statement of the amounts owed.

- **Currency**

The currency of the tender and payment shall be the CFA Franc.

ARTICLE 18: BANK DOMICILIATION

The FEICOM shall pay in full all sums owed for the execution of this Jobbing Order by bank transfer to account N°. at in the name of While BAMENDA II council shall do same.

ARTICLE 19: 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 20: 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 21: PRODUCTION AND CIRCULATION OF THE JOBBING ORDER

Seven (07) copies of this Jobbing Order shall be produced and circulated.

ARTICLE 22: DISPUTES

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

Failure of amicable settlement, the final verdict of any dispute stemming from this Jobbing Order shall be passed by the competent Cameroonian court in MEZAM Division.

ARTICLE 23: CANCELLATION OF THE JOBBING ORDER

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

ARTICLE 24: VALIDITY OF THE JOBBING ORDER

This Jobbing Order shall be valid only after its signature by the Delegated Contracting Authority and shall become enforceable only after its notification to the Supplier.

ANNEX No. 1: MODEL BID

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 **"N°01/RQ/BII.CITB/FEICOM/BIIC/2022 OF 01/04/2022 FOR THE SUPPLY OF A
PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAMENDA II COUNCIL, MEZAM
DIVISION OF THE NORTH WEST REGION"**

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

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

- I pledge to deliver the supplies within a deadline ofmonths.
- In addition, I pledge to maintain my offer for 60 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 on behalf of _____

ANNEX No. 2: MODEL BID BOND

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

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

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

The conditions of this commitment are as follows:

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

Or

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

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

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

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

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

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

[Bank's signature]

ANNEX No. 3: MODEL FINAL BOND

Bank:

Reference of the bond: No _____

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

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

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

Whereas we have agreed to give the Supplier this guarantee,

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

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

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

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

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

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

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

[Signature of the bank]

ANNEX No. 4: MODEL START-OFF ADVANCE BOND

Bank: Reference, Address: _____

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

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

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that _____ [the holder] did not fulfil his obligations relating to the reimbursement of the start-off advance in accordance with the terms of Contract No. _____ of _____ relating to THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAMENDA II COUNCIL, BAMENDA II SUB-DIVISION, MEZAM DIVISION, NORTH WEST REGION, of the maximum total sum corresponding to the advance of 30% of the amount inclusive of all taxes of Contract No. _____ payable upon notification of the corresponding Administrative Order, that is _____ CFA francs.

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

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

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

Signed and authenticated by the bank

at _____ on _____

[Signature of the bank]

ANNEX No. 5: MODEL RETENTION FUND

Bank: _____

Reference of the guarantee: No. _____

Addressed to [Indicate the Project Owner]

[Address of Project Owner]

Hereinafter referred to as "the Project Owner"

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

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

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

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

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

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

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

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

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

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

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

Signed and authenticated by the bank

At _____ on

[Signature of the bank]

ANNEX No. 6: MODEL OF MANUFACTURER'S AUTHORISATION

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

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

IT No _____ of _____:

"N°01/RQ/BII.CITB/FEICOM/BIIC/2022 OF 01/04/2022 FOR THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAMENDA II COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION"

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

To: The Mayor of BAMENDA II [Insert full name of Project Owner]

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

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

Signature [insert the signature]

Done on _____ day of _____ [insert date of signature]

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

BANKS

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

II- Insurance companies

ANY APPROVED INSURANCE COMPANY IN THE REPUBLIC OF CAMEROON