NORTH WEST REGION

DONGA MANTUNG DIVISION

MISAJE COUNCIL

MISAJE COUNCIL INTERNAL TENDERS BOARD



REPUBLIQUE DU CAMEROUN
Paix - Travail - Patrie

REGION DU NORD OUEST

DEPARTMENT DU DONGA MANTUNG

COMMUNE DE MISAJE

COMMISSION INTERNE DE PASSASSION DES MARCHES DE LA COMMUNE DE MISAJE

### TENDER FILE

#### PROJECT OWNER:

THE MAYOR OF MISAJE COUNCIL

### **CONTRACTING AUTHORITY:**

THE MAYOR OF MISAJE COUNCIL

#### TENDER BOARD:

MISAJE COUNCIL INTERNAL TENDERS BOARD

# REQUEST FOR QUOTATION

N° 00001/RQ/NWR/DMD/MC/M.CITB/2024 OF .05../..03../ 2024 for the Supply of benches to 10 schools within MISAJE subdivision, MISAJE COUNCIL, DONGA-MANTUNG DIVISION

FINANCING: BIP/MINDDEL- 2024

BUDGET HEAD:

RECORD NUMBER: IZ01300

VOTE OF CHARGE: 58 15 102 01 641636 464211 426

2024 FISCAL YEAR

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NORTH WEST REGION

DONGA MANTUNG DIVISION

MISAJE COUNCIL

MISAJE COUNCIL INTERNAL TENDERS BOARD



REPUBLIQUE DU CAMEROUN Paix - Travail - Patrie

REGION DU NORD OUEST

DEPARTMENT DU DONGA MANTUNG

COMMUNE DE MISAJE

COMMISSION INTERNE DE PASSASSION DES MARCHES DE LA COMMUNE DE MISAJE

NOTICE OF REQUEST FOR QUOTATION

SUBJECT: REQUEST FOR QUOTATION N° 00001/RQ/NWR/DMD/MC/M.CITB/2024 OF .05../..03../ 2024 FOR THE SUPPLY OF BENCHES TO 10 SCHOOLS WITHIN MISAJE SUBDIVISION, DONGA-MANTUNG DIVISION

Within the framework of the execution of the 2024 state budget of the Republic of Cameroon represented by the Mayor of MISAJE Council, Contracting Authority, hereby launches in an emergency procedure a Request for Quotation for the THE SUPPLY OF BENCHES TO 10 SCHOOLS WITHIN MISAJE SUBDIVISION, Donga-Mantung Division North West Region.

- 1. PARTICIPATION: Participation in this Request for Quotation is opened to all Cameroonian companies and business concerns that have proven capacities in the domain of medical equipment.
- 2. FUNDING: The supplies, subject of this Request for Quotation, shall be financed through the Public Investment Budget of 2024 for **MINEDUB** of the Republic of Cameroon as follows:

S/N	ETABLISSEMENT	Drovinia - 1 A		
1	MISAJE COUNCIL	Provisional Amount 20,000,000	THE THE PARTY	VOTE OF CHARGE
	THE COUNCIL	20,000,000	IZ01300	58 15 102 01 641636 464211 426

- 3. CONSULTATION / ACQUISITION OF THE TENDER FILE: In compliance with circular No. 000001/CL/PR/MINMAP/CAB of 15 January 2021 relating to the issuance of tender files purchase receipts and making of these tender files available to the potential bidders, the file may be consulted at the Service for the awards of contracts from the MISAJE Council upon presentation of a non-refundable Treasury receipt of forty thousand (40,000) FCFA, payable at the Municipal Treasury of MISAJE. Such a receipt shall identify the payment as representing the company that wants to participate in the tender.
- 4. SUBMISSION OF BIDS: Each bid drafted either in English or French in seven (07) copies including the original and six (06) copies marked as such in accordance with the prescriptions of the consultation file should be submitted against a receipt at the MISAJE Council not later than 27/.03./ 2024 at 09 A.M local

REQUEST FOR QUOTATION N° 00001/RQ/NWR/DMD/MC/M.CITB/2024 .05../..03../ 2024 FOR THE SUPPLY OF BENCHES TO 10 SCHOOLS WITHIN MISAJE SUBDIVISION, DONGA-MANTUNG DIVISION

"TO BE OPENED ONLY AT THE TENDERS OPENING SESSION"

4. OPENING AND EVALUATION OF THE BIDS: The opening and evaluation of the bids shall be done in one phase on 27/.03. / 2024 at 10 A.M in the Conference Hall of MISAJE Council Internal Tenders Board. Only bidders may attend or they may be duly represented by a person of their choice, who has full knowledge of the file and mandated in that capacity.

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

6. COMPLEMENTARY INFORMATION: Complementary technical information may be obtained every day during working hours from the MISAJE Council, Tel (237) .672 889 902 / 675 527 539

Copies:

- ARMP (for publication and archiving)

MINMAP/NW (for filling)

Chairperson of M.CITB (for information)

- Notice boards (for information)

MISAJE, The .05../..03../ 2024

The MAYOR RY GENERAL

B.Sc. MANAGEMENT

NORTH WEST REGION

DONGA MANTUNG DIVISION

MISAJE COUNCIL

MISAJE COUNCIL INTERNAL TENDERS BOARD



REPUBLIQUE DU CAMEROUN Paix - Travail - Patrie

REGION DU NORD OUEST

DEPARTMENT DU DONGA MANTUNG

COMMUNE DE MISAJE

COMMISSION INTERNE DE PASSASSION DES MARCHES DE LA COMMUNE DE MISAJE

# AVIS DE CONSULTATION POUR UNE DEMANDE DE COTATION

 $\underline{\text{OBJET}: CONSULTATION N° 00001/RQ/NWR/DMD/MC/M.CITB/2024 OF .05../..03../~2024}$ . POUR LA FOURNITURE DES TABLES BANCS POUR 10 ECOLES A LA COMMUNE DE MISAJE, DONGA-MANTUNG, NORD-OUEST.

Dans le cadre de l'exécution du Budget d'Investissement Public 2024 l'Etat du Cameroun représenté par, le Maire de la Commune de MISAJE, Autorité Contractante, lance en procédure d'urgence une demande de quotation pour LA FOURNITURE DES TABLES BANCS POUR 10 ECOLES A LA COMMUNE DE MISAJE

1. PARTICIPATION: La participation à cette consultation est ouverte à l'égalité de conditions à toutes les sociétés et entreprises Camerounaises régulierement inscrites dans le registre de commerce et justifiant des capacités pour la fourniture des équipements.

2. FINANCEMENT: Les prestations de la présente demande de quotation, sont financées par le BUDGET D'INVESTISSEMENTS PUBLICS 2024 pour le MIN.... comme suit

	S/N	ETABLICOPARDAM	SEICS 2024 pour le MI	N comme suit	Fam to Bobdel
		FINDLISSEMENT	Provisional Amount	NUMERO D'ACTE	IMPUTATION
-	1	MISAJE COUNCIL	20,000,000	IZ01300	58 15 102 01 641636 464211 426
					38 13 102 01 64 1636 464211 426

- 3. CONSULTATION / ACQUISITION DU DOSSIER DE CONSULTATION : suivant la circulaire n.000001/CL/PR/MINMAP/CAB du 15 janvier 2021 relative à la délivrance des quittances d'achat des DAO et leur mise a la disposition des potentiels soumissionnaires Le dossier de consultation peut être obtenu aux heures ouvrables auprès de la Commune de MISAJE sur présentation d'une quittance de versement d'une somme non remboursable de QUARANTE mille (40,000) francs CFA à la recette Municipal de MISAJE. Cette quittance devra identifier le payeur comme représentant de l'Entreprise désireuse de participer à l'Appel d'Offres.
- 4. REMISE DES OFFRES: Chaque offre rédigée en Français ou en Anglais, en sept (07) exemplaires dont un (01) original et six (06) copies marqués comme tels, conformes aux prescriptions du Dossier de consultation, devra être déposée contre un récépissé sous plis fermé, dans les services de la Commune de MISAJE, au plus tard le 27/.03./ 2024 à 09 heures, heure locale et devra porter la mention suivante:

CONSULTATION 00001/RQ/NWR/DMD/MC/M.CITB/2024 OF .05../..03../ 2024 POUR LA FOURNITURE DES TABLES BANCS POUR 10 ECOLES A LA COMMUNE DE MISAJE, , DONGA-MANTUNG, NORD-OUEST.

« A n'ouvrir qu'en séance de dépouillement »

5. OUVERTURE DES OFFRES: L'ouverture des offres aura lieu en un temps le 27/.03./ 2024 à 10 heures précises dans la salle des Conférences de Commune de MISAJE, par la Commission Interne de Passation des marchés Compétente en présence des soumissionnaires.

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne de leur choix ayant une parfaite connaissance du dossier et mandaté à cet effet.

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

6. RENSEIGNEMENTS COMPLEMENTAIRES: Les renseignements complémentaires d'ordre technique peuvent être obtenus tous les jours aux heures ouvrables auprès de la Commune de MISAJE, Tel (237) .672

Ampliations:

- ARMP (pour publication et archivage)
- MINMAP/NO:
- Président CIPM (pour information)
- Affichage.

MISAJE, le .05.

Sc. MANAGEMENT

NORTH WEST REGION

DONGA MANTUNG DIVISION

MISAJE COUNCIL

MISAJE COUNCIL INTERNAL TENDERS BOARD COMM

REPUBLIQUE DU CAMEROUN Paix - Travail - Patrie

REGION DU NORD OUEST

DEPARTMENT DU DONGA MANTUNG

COMMUNE DE MISAJE

COMMISSION INTERNE DE PASSASSION DES MARCHES DE LA COMMUNE DE MISAJE

The MAYOR

# LETTER OF INVITATION

 $\frac{Subject}{.05../..03../} \ \ 2024 \ \ FOR \ \ QUOTATION \ \ N^{\circ} \ \ 00001/RQ/NWR/DMD/MC/M.CITB/2024 \ \ OF \ \ .05../..03../ \ \ 2024 \ \ FOR \ THE \ SUPPLY \ OF BENCHES \ TO \ 10 \ SCHOOLS \ WITHIN MISAJE \ \ SUBDIVISION, DONGA-MANTUNG DIVISION$ 

Sir/Madam,

Within the framework of the 2024 public investment budget, the Government of the Republic Cameroon has allocated credits for the Acquisition of equipment to in MISAJE COUNCIL, , Donga-Mantung Division. In this regard, find enclosed herein is the bill of estimate and quantities of these items, which you are requested to cost and return to me latest on .27/.03/ 2024 at 10:a.m. in a sealed envelope bearing the inscription

REQUEST FOR QUOTATION N° 00001/RQ/NWR/DMD/MC/M.CITB/2024 OF .05../..03../ 2024 FOR THE SUPPLY OF BENCHES TO 10 SCHOOLS WITHIN MISAJE SUBDIVISION, DONGA-MANTUNG DIVISION

(TO BE OPENED ONLY AT QUOTATION OPENING SESSION")

Bids shall be submitted latest on the .27/.03/ 2024 at 10:a.m at 10 a.m at the MISAJE Council and reviewed in the Conference Hall of the MISAJE Council Internal Tenders Board. Your bid should be costed, exclusively of value added tax (HT) and all taxes inclusive (TTC) and accompanied by signed submission letter. The items are to be supplied at MISAJE COUNCIL within sixty (60) days as from the date of entry into force of the subsequent Jobbing Order.

Yours sincerely

Cambo Eletus Tita

B.Sc. MANAGEMENT

NORTH WEST REGION

DONGA MANTUNG DIVISION

MISAJE COUNCIL

MISAJE COUNCIL INTERNAL TENDERS BOARD



REPUBLIQUE DU CAMEROUN Paix - Travail - Patrie

REGION DU NORD OUEST

DEPARTMENT DU DONGA MANTUNG

COMMUNE DE MISAJE

COMMISSION INTERNE DE PASSASSION DES MARCHES DE LA COMMUNE DE MISAJE

# SPECIAL RUGULATIONS OF THE CONSULTATION

### 2.1. REQUEST FOR QUOTATION FILE

# Article 1: CONTENT OF THE REQUEST FOR QUOTQTION FILE

- 1.1 The request for quotation file shall describe the supplies which are subject of the consultation and the procedures of the Jobbing Order.
- 1.2 The request for quotation file shall comprise the following documents:
  - a. The letter of invitation to tender,
  - b. Special rules of the consultation
  - c. Technical specification,
  - d. The bill of quantities,
  - e. The draft jobbing order,
- 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 that constitute the bid

The bid presented by the bidders shall comprise the following documents:

IN A SINGLE ENVELOPE: containing one original Bound Booklet and six photocopies of the original Bound 1. Declaration of intent to tender

- 2. A certified copy of a taxpayer's card (Carte du contributable).
- 3. An Affidavit of non-bankruptcy issued by the competent Court (original).
- 4. Certified Copy of Business Licence (Patente) for the current financial year OR certificate of conformity
- 5. An attestation issued by the National Social Insurance Fund (original)
- 6. An attestation of Bank Account COBAC affiliated (original)
- 7. A temporary guarantee deposit for the tender of four hundred thousand (400,000) CFA francs (Bid Bond) issued only by a first class bank recognised by COBAC
- 8. Receipt showing amount paid to obtain the consultation File,.
- 9. A Certificate of Non Exclusion issued by ARMP.
- 10. An attestation of site visit signed in the contractor's honour.
- 11. A site visit report signed by a representative of the contractor
- 12. Certified true Copies of attestations of past similar supplies and reception minutes done by the bidders for the previous years. Except for new companies
- 13. Technical specifications or descriptions
- 14. A submission letter duly filled, dated and signed with a 1500 FCFA fiscal stamp.
- 15. The Unit price list, duly filled, dated and signed
- 16. Bill of quantities and cost estimates, duly filled, dated and signed
- 17. Detail of Unit Prices completed and dated and signed on the last page

#### Article 4: Bid

- 4.1 The Bidder shall specify in the bid the place of delivery and nature of prices, all taxes and customs duties
- 4.2 The Supplier shall complete the Bill of Quantities and Cost estimates provided in the consultation file, including 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 60 days.

#### 2.3 DEPOSITE OF FILES

### Article 7: Submission of offers and Opening of Bids

All documents shall be sealed in an envelope. This sealed envelope shall carry the following inscriptions:

REQUEST FOR QUOTATION N° 00001/RQ/NWR/DMD/MC/M.CITB/2024 OF .05../..03../ 2024 FOR THE SUPPLY OF BENCHES TO 10 SCHOOLS WITHIN MISAJE SUBDIVISION, DONGA-MANTUNG DIVISION

(TO BE OPENED ONLY AT THE TENDER BOARD OPENING SESSION")

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 Tenders Board attached to the MISAJE Council (Contracting Authority) 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 last day of submission at 11:00 am prompt.
- The above-mentioned Tenders Board shall prepare a report of the bid-opening session as prescribed by the laws in force.

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 administrative documents submitted, delivery periods;
- Verification of arithmetical operations by using, where necessary, the unit prices in words to make any
- -Assess the number of past supplies contract done in the previous years by the bidders and justified with certified true copies of documents requested in 5 of envelope B. Original document can be requested by the members of the Tender Board for necessary verifications; forged documents shall automatically give right to
- -Preparation of a summary table of bids.
- -Comparison of technical specifications/description
- -Bidders should submit a guarantee or warrantee for six (06) months.

#### 2.5 AWARD OF THE JOBBING ORDER

Article 11: Award of the jobbing order: The Tender Board shall propose the award of the contract to the bidder whose bid would have been deemed compliant with the provisions of the request for quotation, is the lowest and realistic, having past experience in the domain.

Article 12: Announcement of award of the jobbing order: The Mayor of MISAJE Council shall decide on the award and publish the result of the jobbing order in the Contracts Newsletter, through the media and/or

- a) The name of the Holder,
- · b) The subject of the request for quotation,
- c) The amount of the jobbing order.
- d) The delivery deadline.

Article 13: Signing of the jobbing order: Within 2 (two) weeks following the award, the jobbing order to be produced at the supplier's cost shall be signed by the Bidder and visaed by the Divisional Controller of finance for Donga-Mantung. Thereafter, the Mayor of MISAJE, Contracting Authority shall sign the jobbing order and notify it to the supplier who shall be responsible for its registration according to the procedure in

Article 14: Corruption and fraudulent practices: The Chairpersons and Members of Tender Board 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 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 suppliers 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.

#### Article 15: Evaluation of Bids

- 1. Declaration of intent to tender
- 2. A certified copy of a taxpayer's card (Carte du contributable).
- 3. An Affidavit of non-bankruptcy issued by the competent Court (original).
- 4. Certified Copy of Business Licence (Patente) for the current financial year OR certificate of conformity
- 5. An attestation issued by the National Social Insurance Fund (original)
- An attestation of Bank Account COBAC affiliated (original).
- 7. A temporary guarantee deposit for the tender of four hundred thousand (400,000) CFA francs (Bid Bond) issued only by a first class bank recognised by COBAC
- 8. Receipt showing amount paid to obtain the consultation File,.
- 9. ' A Certificate of Non Exclusion issued by ARMP.
- 10. An attestation of site visit signed in the contractor's honour.
- 11. A site visit report signed by a representative of the contractor
- 12. Certified true Copies of attestations of past similar supplies and reception minutes done by the bidders for the previous years. Except for new companies 13. Technical specifications or descriptions
- 14. A submission letter duly filled, dated and signed with a 1500 FCFA fiscal stamp.
- 15. The Unit price list, duly filled, dated and signed
- 16. Bill of quantities and cost estimates, duly filled, dated and signed
- 17. Detail of Unit Prices completed and dated and signed on the last page

### Article 16: Eliminatory criteria

- Any offer not in conformity with the prescriptions of this request for quotations file shall be declared inadmissible. Especially the lack of the provisional guarantee; False declaration or falsified documents.
- Incomplete or non compliant documents;
- Incomplete financial offer;
- Omission of quantified unit price in the financial offer;
- Unit prices not in accordance with the official commodity price list or not within the generally
- Bidders with any record of ongoing and/or abandoned projects in the Republic without any valid justification at the time (date) of publication of this call for tenders.

#### Document No. 4:

# SPECIAL ADMINISTRATIVE CONDITIONS (SAC).

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- Applicable language, law and regulations Article 5 -Standards (article 3 of GAC supplemented)
- Article 6 Constituent documents of the contract (article 9 of GAC) Article 7 -General applicable instruments (GAC supplemented) Article 8 -Communication (article 6 of GAC supplemented)
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#### CHAPTER I: GENERAL

#### Article 1: Subject of tender

Subject of the contract: The subject of this contract is THE SUPPLY OF BENCHES TO 10 SCHOOLS WITHIN MISAJE SUBDIVISION, Donga-Mantung Division according to the characteristics defined in the technical specifications and the quantities defined in the estimates.

1.2. Nature of services: THE SUPPLY OF BENCHES TO 10 SCHOOLS WITHIN MISAJE SUBDIVISION, Donga-Mantung Division.

Article 2: Award procedure (GAC supplemented): The Contracting Authority shall award the contract to the bidder whose bid shall be judged essentially in conformity with the Request for Quotation and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid is evaluated as the lowest by including, where necessary, proposed rebates.

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

#### 3.1 General definition:

- The Contracting Authority: Shall be the Mayor of MISAJE. He awards the contract and ensures the preservation of originals of contract documents and the transmission of copies to the Ministry in charge of Public Contracts and ARMP.
- The authority in charge of the control of effectiveness of execution of the services shall be the Ministry in
- The Authorising Officer: Shall be the Mayor of MISAJE Council, Donga Mantung Division; he represents the beneficiary administration of the services;
- The Contract Manager: Shall be the INSPECTOR MINEDUB MISAJE; 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, Donga-Mantung Division, herein after referred to as the Engineer who shall ensure that delivery is mechanically and electrically functional.
- The project Manager: Shall be the S.G of MISAJE Council .
- The control brigade of MINMAP shall ensure the respect of technical and administrative procedures
- The Contractor: Shall be.....
- 3.2. Security: This contract may be used a security subject to any form of transfer of the debt. In this case:
- The authority in charge of ordering payment shall be: The Mayor of MISAJE Council.
- The authority in charge of the clearance of expenditures shall be the is the Divisional Controller of Finance for Donga-Mantung
- The body or official in charge of payment shall be Municipal Treasurer of MISAJE Council
- The official competent to furnish information within the context of execution of this contract shall be the Mayor of MISAJE Council.

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

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

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

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

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

Article 6:Constituent documents of the contract (Article 9 of GAC): The constituent contractual documents of this contract in order of priority are; 1) The bid or commitment letter;

2) The supplier's bid and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Technical Specifications referred to above;

3) The Special Administrative Conditions (SAC);

4) The Technical Specifications (TS);

5) The particular elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices

6) The General Administrative Conditions (GAC) applicable to supplies contracts as put in force by Decree

7) The General Technical Conditions applicable to services forming the subject of the contract.

# Article 7: General instruments in force: This contract shall be governed by the following general

1. The instruments governing the professional corps;

2. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code;

3. DecreeN.2018/345 of 12 June 2018 to lay down the common rules applicable to Public enterprises

4. Decree No. 20012/074 of 8 March 2012 relating to the creation, organization and functioning of Tenders

5. Decree No. 2012/075 of 8 March 2012 to organize the Ministry of Public Contracts;

6. 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;

7. Decree No. 2001/048 of 23 February 2001 relating to the creation, organisation and functioning of the Public Contracts Regulatory Agency;

11.

8. 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;

9. The finance law in force, relating to the execution, and control of execution of the budget of the State, Public Administrative Establishments and Regional and Local Authorities and other bodies receiving 10.

The applicable standards;

Other instruments specific to the domain concerned in the contract.

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

- 8.1. All notifications and written communication within the framework of this contract shall be sent to the
- 8.2. In the case where the contractor is the addressee Sir, Madam, the contractor, beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the contract manager, correspondences will be validly addressed the DO of MISAJE, where the supplies shall be delivered.
- 8.3. In the case where the Project Owner is the addressee: Mr./Madam, The Mayor of MISAJE Council, with a copy addressed to the Contract Manager, Project Manager and Contract Engineer, where necessary.
- 8.4. In the case where the Contracting Authority is the addressee: Mr./Madam The Mayor of MISAJE Council, with a copy addressed within the same deadline to the Project Owner, Contract Manager, Engineer
- 8.5. The supplier shall address all written notifications or correspondences to the Project Owner, with copies to the Contracting Authority, Project Manager, the Contract Manager and to DD MINMAP

Article 9: Administrative Orders (Article 8 of GAC): The various Administrative Orders shall be established

- 9.1. The Administrative Order to start execution of supplies shall be signed by the Contracting Authority and notified to the contractor by the Contract Manager with copies to the Project Owner, the Contract Engineer,
- 9.2.On the proposal of the Project Owner, Administrative Orders with incidence on the objective, amount or supply deadline shall be signed by the Contracting Authority and notified to the supplier by Contract Manager with a copy to the Project Owner, Contract Engineer, Project Manager and Paying Body. The prior endorsement of the Payment Body shall possibly be required for those with an incidence on the amount.
- 9.3.Administrative Orders of a technical nature linked to the normal progress of the supplies shall be signed by Contracting Authority and notified to the supplier by the Contract Manager with copies to the contract Engineer and project owner.
- 9.4. Administrative Orders serving as warnings shall be signed by the Contracting Authority and notified to the supplier by Contract Manager and a copy to the Contract Engineer and Project Manager.
- 9.5.Administrative Orders for suspension or resumption of supplies for reasons of the weather or other cases of force majeure shall be signed by the Contract Manager upon the proposal of the Project Manager and notified to the supplier by the Engineer (as per type of supplies).
- 9.6.With regard to Administrative Orders signed by the Contracting Authority and notified by the Project Owner, notification must be done within a maximum deadline of 30 days from the date of transmission by the Contracting Authority to the Project Owner. Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner and proceed to carry out the said notification.

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

10.1 The contract shall be in one phase. At the end of the phase, the Project Owner shall accept the services and issue an attestation of proper execution to the supplier.

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

- 1. Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the supplier shall have himself replaced by a member of staff of equal competence (qualifications and experiences) or by equipment of similar performance and in good
- 2. In any case, the lists of equipment and supervisory staff to be used shall be subject to the approval of the Project Manager within 15 days of the notification of the Administrative Order to start execution. The Project Manager has 07 days to notify his opinion in writing with a copy to the Contract Manager. Beyond this timelimit, these lists shall be considered as approved.
- 11.3 Any unilateral modification on the proposed equipment and supervisory staff made in the technical bid prior to and during the execution shall be a reason for termination of the contract as mentioned in article 34 below or application of penalties (specify).In case of replacement of key staff (site foreman etc.) in nonconformity with this article, the contractor shall be liable to a penalty worth a fifth part of one thousand (5/1000th) of the amount of the contract all taxes inclusive.
- 1. The supplier shall use the appropriate equipment in the proper execution of the project according to the rules of article 10(5). Any modification must be made known to the Contracting Authority.

### CHAPTER II: FINANCIAL CONDITIONS

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

12.1 Final bond: The final bond shall be in conformity with Article 41.2.It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days from the date of notification of the

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

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

1. Guarantee of start-off advance
b) Refund of the start-off advance: The start-off advance shall be refunded by deducting 30% of the amount of each payment on account right from the first account of the contract. It must be entirely Article 13: Amount of the contract: The amount of the value of the contract.
Article 13: Amount of the contract: The amount of this contract as shown on the attached [detail of the contract] is (in figures) (in letters) CFA frances
1. Amount exclusive of VAT:() CFA F 2. Amount of VAT:() CFA F.
Article 14: Place and method of payment (GAC supplemented): The Project Owner shall pay the sums due by transfer into account No opened in the name of the supplier in bank.
Article 15: Price variation (Article 17 of GAC)
1. Prices shall be firm.
• Payments on bills made to the supplier as advances shall not be a supplier as

Payments on bills made to the supplier as advances shall not be revisable.

• Revision shall be "frozen" upon expiry of the contractual time-limit, except in the case of price reductions.

Article 16: Price revision formulae (article 18 of GAC): The prices on the unit price schedule shall be revisable only in case where the difference is more than 25% of the contract amount.

Article 17: Price updating formulae (article 18 of GAC): The prices on the unit price schedule shall be updated only in case where the difference is more than 25% of the contract amount.

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

1. Request for the start-off advance: At the express request of the contractor, a start-off advance not exceeding 30% of the contract ATI may be granted. This advance shall be 100% guaranteed by banking institution in Cameroon and approved by the Ministry in charge of Finance. The bond shall be drafted according to the model enclosed in Appendix.

2. The time-limit for payment of the start-off advance is fixed at **05 days** from the date of its request by the

Article 19: Payment (article 19 of GAC supplemented): The Contracting Authority has a time-limit of the three (03) days to visa and forward the contractor's bill for payment.

Article 20: Interest on overdue payments (Article 20 of GAC): Possible interests on overdue payments are paid by statement of sums due in accordance with Decree  $N^{\circ}$ . 2018/366 of 20th June 2018 to institute

#### Article 21: Penalties for delays (Article 34 of GAC supplemented) · Penalties for delay

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

- One two thousandth (1/2000th) 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;
- ullet One thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond
- 1. The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract inclusive of all taxes.

Specific penalties (amounts to be specified)

- 1. Independently of penalties for overrun of contractual time-limit, the supplier shall be liable for the following special penalties for non-observation of provisions of the contract Late submission of final bond;
- Late submission of insurances.

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

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

- Taxes and dues relating to industrial and commercial profits, including the IAR which is a deduction on
- Registration dues in accordance with the Tax Code;
- Dues and taxes attached to the execution of services provided for in the contract;
- Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
- Council dues and taxes;

All taxes inclusive prices means VAT included.

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

## CHAPTER III: EXECUTION OF SERVICES

Article 24: Patent rights(GAC supplemented): The supplier shall guarantee the Authorising officer against claims by third parties relating to the infringement or unauthorized use of a patent right, a trademark or industrial creation right resulting from the use of supplies or their components.

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

- 1. The place of delivery shall be the Integrated Health Centre Concerned.
- 2. The delivery deadline of the services forming the subject of this contract shall be: two (02) months
- 3. This deadline shall run from the date of notification of the Administrative Order to start execution.

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

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

- 1. Packaging for transportation: The supplier must take all the necessary measures so that the supplies proposed are protected by careful packaging appropriate for maritime, air, rail or road transport. The supplier must take all measures to repair the possible damages caused during transportation up to the
- 2. Insurance: All types of risks during the transportation up to the place of delivery must be covered by insurance subscribed by the supplier.

Article 28: After-sales service and consumables (article 14 of GAC): The supplier shall maintain an aftersales service in the Republic of Cameroon for a period of six (6)months from the date of the final acceptance

- 1. a duly mandated permanent representative;
- 2. repair workshops;
- 3. qualified personnel capable of carrying out all the repairs necessary for the smooth functioning of the equipment or accessories he supplied; 4. a sufficient stock of spare parts.

### CHAPTER IV: ACCEPTANCE

# Article 29: Documents to be furnished prior to the technical acceptance (article 41 of GAC

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

- 1. Copy of the supplier's bill describing the supplies indicating their quantities, prices and total amount;
- 3. Certificate of guarantee by the manufacturer or supplier;
- 4. Certificate of origin.

Article 30: Acceptance (articles 40 and 41 of GAC): Prior to the Provisional Acceptance, the supplier shall request in writing to the Contract Manager with a copy to the Engineer, the organization of a technical visit before the acceptance.

- 1. Trials included in preliminary operations to the acceptance shall be the testing of the equipment.
- 2. The Acceptance Commission shall comprise the following members for guidelines only:
- 3. The DD MINMAP or his representative......oberser 7. A staff of the control brigade MINMAP.....observer

Members of the Commission shall be convened by the chairman to the acceptance by mail at least ten (03) days before the date of acceptance. The supplier is bound to attend. He takes part in the acceptance as an observer. His absence is equivalent to acceptance without reservation of the conclusion of the Acceptance

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

The visit for acceptance shall be the subject of minutes of acceptance signed on the spot by all the members of the Commission. There shall be no partial acceptance of the supplies.

The Guarantee period commences as of the date of provisional reception which is also the final reception Article 31: Documents to furnish after provisional acceptance (article 40 of GAC supplemented): The following documents shall be furnished after the provisional acceptance;

Operation Manual

# Article 32:Guarantee period (article 40 of GAC supplemented)

- 1. The guarantee period shall be six (06) months to run from the date of the acceptance of the supplies.
- 2. During the guarantee period, the supplier shall be bound to provide all After-sales service and

### Article 33: Final acceptance (article 48 of GAC)

- 1. The provisional acceptance shall serve as the final acceptance.
- 2. The Project Manager shall be a member of the commission.

3. The acceptance shall mark the end of the contract and shall release the Contract Manager of all obligations. The joint signature of the final detailed bills by the Project Owner, the supplier and the Contracting Authority shall definitely end the contract.

## Chapter V: SUNDRY PROVISIONS

Article 34: Termination of the contract (article 57 of GAC): The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2018/366 of  $20^{th}$  June 2018 and equally under the conditions laid down in articles 57, 58 and 59 of the GAC especially in cases of:

- Delay of more than (7) calendar days in the execution of an Administrative Order or unjustified stoppage of service of more than (7) calendar days;
- ullet Delay in services resulting in penalties of more than 10 % of the amount of the supplies;
- Refusal to repeat poor supplies;
- Default by the supplier;
- Persistent non-payment for services.

Article 35: Case of force majeure (article 56 of GAC).

Article 36: Disagreements and disputes (article 61 of GAC): Differences or disputes born out of the execution of this contract may be the subject of amicable solution. Where no amicable solution can be found to a dispute, it shall be brought before the competent Cameroonian jurisdiction, subject to the following provisions: [to be filled, where need be].

Article 37: Production and dissemination of this contract (GAC supplemented): Ten (10) copies of this contract shall be produced at the cost of the supplier and furnished to the Contracting Authority.

Article 38 and last: Entry into force of the contract (GAC supplemented): This contract shall be final only upon its signature by the Contracting Authority. It shall enter into force as soon as it is notified to the

(See coherence with the General Administrative Conditions)

### DOCUMENT No. 5: TECHNICAL SPECIFICATIONS

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

- The TS require that all supplies as well as the materials that make them up be new, unused, be the recent or current model and that they include all the improvements in issues of conception and materials, except
- The TS take into account practices considered as being the best by experience. The use of specifications prepared in the same country and applied to the same sector may constitute a safe base to prepare the TS.
- The use of the metric system is highly recommended.
- The standardisation of TS may have advantages and depends on the complexity of the supplies and the repetitive nature of the award of contracts under consideration. The TS must be sufficiently general to avoid creating difficulties in use by the labourers of the materials, equipment generally used in the manufacture
- The standards in terms of equipment, materials and labour specified in the tender documents should not have an exclusion character. As far as possible, international standards must be used. References to trade marks, catalogue numbers or other details which circumscribe the materials or articles to a particular manufacturer must, as far as possible, be avoided. Where inevitable, such description of an article must always include the inscription "or equivalent in substance".
- The TS describe in detail the requirements concerning, among others, the following aspects:
- Standards required concerning materials and manufacturing and production of supplies;
- Details concerning tests (type and number);
- Complementary ancillary services necessary to ensure delivery/execution in due form;
- d) Detailed activities borne by the bidder, possible participation of the buyer in these activities;
- e) List of functioning guarantees (details) covered by the Guarantee and details concerning the applicable damages in case of the non-respect of this functioning guarantees.

No.	SCHOOLS WITHIN MISAJE SUBDIVISION, DONGA-MANTUNG DIVISION					
	DESCRIPTION	UNIT	QTY	U.P	T.P	
01	A COMPLETE BENCH	U	400			
	ENVIRONMENTAL IMPACT		100			
02	DOCUMENT	U	01	11		
	TOTAL WITHOUT TAXES		01			
	VAT (19.25%)					
	AIR (2.2% OR 5.5%)					
	TOTAL TAXES	-				
	TOTAL TAXES INCLUSIVE					
_	NET PAYABLE					

#### DOCUMENT No. 6:

### SCHEDULE OF UNIT PRICES

The Schedule of unit and all-in prices must be included in the Tender File must in the minimum include the description of supplies and services forming the subject of the tender file.

N°.	Designation	Cost price	Transpor t	Orde r price	Deliveryfee s	Margi n	Unit price EVAT
		•••••	••••••	•••••	••••••	•••••	
•••••							
	ENVIRONMENTAL	-	•••••	•••••	••••••	•••••	
02	IMPACT DOCUMENT	••••••	•••••	••••••	•••••		•••••
	Name of bidder:						

#### DOCUMENT No. 7: QUANTITIES AND COST ESTIMATES

No.	BILL OF QUANTITIES AND COST	UNIT			•••••••
		CMII	QTY	U.P	T.P
		•••••	•••••		
	ENVIRONMENTAL IMPACT				
02	DOCUMENT			••••••	••••••
	TOTAL WITHOUT TAXES	U	01		
	VAT (19.25%)				
	AIR (2.2% OR 5.5%)				
	TOTAL TAXES				
	TOTAL TAXES INCLUSIVE				
	NET PAYABLE				

Name of bidder:	
Signature	
Date	

# **APPENDICES**

### Appendix I

# DECLARATION OF THE INTENTION TO TENDER

I, the undersigned Mr
Nationality
Function
In my capacity as General Manager of P.O. BOX
Hereby acknowledge receipt of the file for the REQUEST FOR QUOTATION N 00001/RQ/NWR/DMD/MC/M.CITB/2024 OF .05/03/ 2024
Concerning the THE SUPPLY OF BENCHES TO 10 SCHOOLS WITHIN MISAJE SUBDIVISION, DONGA-MANTUNG DIVISION
And hereby declare my intention to tender for the said contract.
Done at On the

General Manager

# Appendix 2

# **Model Submission letter**

Date: .....

	REQUEST FOR QUOTATION N° 00001/RQ/NWR/DMD/MC/M.CITB/2024 OF .05/03/ 2024 FOR THE SUPPLY OF BENCHES TO 10 SCHOOLS WITHIN MISAJE SUBDIVISION, DONGA-MANTUNG DIVISION
	The Mayor of MISAJE Council
	5 Station
	Dear Sir/Madam,
	After studying the Consultation File which we officially acknowledge receipt, we the undersigned, hereby tender to supply and deliver the
	In accordance with the
	In accordance with the request for Consultation and for the sum of
	(in words) exclusive of Value Added Tax and
	If our bid is a server a
	If our bid is approved, we undertake to deliver the supplies in accordance with the provisions specified in the Bill of Quantities and Cost.
	We are bound by the terms of this bid for a period of ninety (90) 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.
1	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 as mutually.
	On the
	Signature
	Name and capacity of signatory
	On behalf of the Candidate
	or the Candidate

### Appendix 3

# MODEL BID BOND

Reference of the guarantee: N° Invitation to tender N° We understand that (hereinafter called "the bidder"), has submitted his bid on REQUEST FOR QUOTATION N° 00001/RO/NWR/DMD/MC/M CYMP (2007)	
on REQUEST FOR QUOTATION N° 00001/RQ/NWR/DMD/MC/M.CITB/2024 OF .05/03/ 2024 FOR THE SUPPLY OF BENCHES TO 10 SCHOOLS WITHIN MISAJE SUBDIVISION, DONGA-MANTUNG DIVISION	
We,	
Signed and authenticated by the aforementioned Bank this (day) of (month), and (year).  The conditions of this commitment are as follows:  I. If after the opening of the bids, the bidder withdraws his Offer during the validity period specified by himself in his tender, or	
2. If the bidder, having been notified of the award of the contract by the contracting authority during the period of bid validity:	
<ul> <li>Fails or refuses to sign the contract even though required to do so:</li> <li>Fails or refuses to furnish the final bond for the contract as provided for by the</li> </ul> We undertake to pay the contract.	
We undertake to pay the contracting authority an amount up to the maximum of the sum referred to above upon receipt of his written demand, without the contracting authority having to substantiate his demand, provided that in its demand the contracting authority shall note that the amount claimed by him is due, because on or the other or both of the above condition(s) has the bond shall enter into feet.	
This bond shall enter into force from the date of signature and from the date set by the contracting authority for the submission of tenders. It shall remain valid up till the thirtieth day necessary to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this period of validity.  This bond shall, for purposes of its interpretation, be submitted to Cameroon law.	
Signature and stamp of the Guarantors  Date  Address	

### Appendix 4

# MODEL OF UNDERTAKING

(To be submitted after the award)

I the undersigned (name and first name of the signatory)
acting as
company), of Nationality, and residence in
BENCHES TO 10 SCHOOLS WITHIN MISAJE SUBDIVISION, DONGA-MANTUNG DIVISION
We, (Bank) of
I submit and commit myself to carry out the aforementioned Contract in accordance with the conditions of the Special regulations of the Invitation to tender, the special Technical specifications and the special Administrative Clauses, in particular the quantitative and qualitative confirmation of work, the respect of the deadlines, the guarantees and the insurance.  I commit myself moreover to ensure the registration and paying the forwarding costs of the contractual parts.  I declare to have perfect knowledge of the decree n° 33/CAB/PM of February 13 200° putting the general Administrative clauses applicable to the Contracts of public works and supplies.  I confirm my agreement on the terms of the Particular Administrative Clauses (Draft contract) and attached the initialed copy of the aforesaid document to my offer.  I declare moreover that I remain committed by the present tender during a ninety (90) days deadline as from the date of opening of the bids
5 3346.
Done inon the

The CONTRACTOR (Signature and seal)

## INTERNAL TENDERS BOARD OF MISAJE COUNCIL

REQUEST FOR QUOTATION N° 00001/RQ/NWR/DMD/MC/M.CITB/2024 OF .05../..03../ 2024 FOR THE SUPPLY OF BENCHES TO 10 SCHOOLS WITHIN MISAJE SUBDIVISION, DONGA-MANTUNG DIVISION

Deadline for submis	ssion of bids.		
		 	 202

### BID COMPARISON TABLE

No.	Names of	Bidders Yes No Period Plac Price	Total	tal			
	Bidders		Plac	Price TTC	Remar ks		
1				-	-		
2	V						,
3							
4							

### Members of the Tenders Board

Name	Duty	ie Tenders Board		
	Duty	Signature		
Control of the Contro				

#### Document No. 12:

#### LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES AUTHORISED TO ISSUE BONDS FOR PUBLIC CONTRACTS IN CAMEROON. Afriland First Bank

- Banque Atlantique
- Banque Gabonaise pour le Financement International (BGFI BANK)
- Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
- CITI Bank
- Commercial Bank of Cameroon (CBC)
- Ecobank
- National Financial Credit Bank
- Société Camerounaise de Banque au Cameroun
- Société Générale de Banque au Cameroun
- Standard Chartered Bank Cameroon
- Union Bank of Cameroon
- United Bank for Africa.

### II- Insurancecompanies

- Chanas Insurance;
- Activa Insurance
- Zineth Insurance