

REPUBLIQUE DU CAMEROUN

Paix-Travail-Patrie

MINISTERE DE LA
DECENTRALISATION ET DU
DEVELOPPEMENT LOCAL

REGION DU NORD -OUEST

DEPARTEMENT DE LA MEZAM

COMMUNE DE TUBAH

REPUBLIC OF CAMEROON

Peace –Work-Fatherland

MINISTRY OF
DECENTRALIZATION AND
LOCAL DEVELOPMENT

NORTH WEST REGION

MEZAM DIVISION

TUBAH COUNCIL

TUBAH COUNCIL TENDERS BOARD

REQUEST FOR QUOTATION

CONSULTATION FILE

**REQUEST FOR QUOTATION N° 04/RQ/ TC/TCITB/PIB/2024 OF 28/03/2024
FOR THE EQUIPPING OF TUBAH COUNCIL PONDS, SUB-DIVISION MEZAM
DIVISION OF THE NORTH WEST REGION.**

PROJECT OWNER: THE LORD MAYOR OF TUBAH COUNCIL

FUNDING: MINEPIA PUBLIC INVESTMENT BUDGET (PIB) - 2024

BUBGET HEADS

| Lot | Name of project | Estimated cost of project | Amount of bid bond | Cost of tender file : |
|--------|--|---------------------------------|-----------------------|-----------------------------|
| Single | EQUIPPING OF TUBAH COUNCIL PONDS, TUBAH SUB-DIVISION MEZAM DIVISION OF THE NORTH WEST REGION. | 15,000,000 | 300,000 | 20,000 |

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NORTH WEST REGION

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TUBAH COUNCIL

CONSULTATION NOTICE

Subject: REQUEST FOR QUOTATION N° 04/RQ/TC/TCITB/PIB/2024 OF 28/03/2024 FOR THE EQUIPPING OF TUBAH COUNCIL PONDS, TUBAH SUB-DIVISION MEZAM DIVISION OF THE NORTH WEST REGION.

Within the framework of 2024 Investment Budget, the Mayor of Tubah Council; Project Owner hereby launches a Request for Quotation for the **EQUIPPING OF TUBAH COUNCIL PONDS, SUB-DIVISION MEZAM DIVISION OF THE NORTH WEST REGION.**

1. Participation:

Participation to this consultation is open to is open to Cameroonian enterprises that are in compliance with the fiscal laws.

2. Description of services:

The services of this request for quotation include the:

EQUIPPING OF TUBAH COUNCIL PONDS.

3. Project ownerTHE LORD MAYOR OF TUBAH COUNCIL

4. Lots

The supply is in a single lot as indicated below.

5. Estimated cost

The estimated cost is as below

| Lot | Name of project | Estimated cost of project | Amount of bid bond | Cost of tender file : |
|--------|---|---------------------------|--------------------|-----------------------|
| Single | EQUIPPING OF TUBAH COUNCIL PONDS, TUBAH SUB-DIVISION MEZAM DIVISION OF THE NORTH WEST REGION. | 15,000,000 | 300,000 | 20,000 |

6. Funding

This project shall be financed by the 2024 Public Investment Budget of MINEPIA with budget heads as indicated on the table above.

7. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in this Consultation File, of an amount of **300,000 Francs CFA** (three hundred thousand francs CFA) and valid for thirty (30) days beyond the date of validity of bids.

8. Consultation of the Tender file:

The file may be consulted during working hours at the Secretariat of Tubah Council, Telephone, as soon as this notice is published

9. Acquisition of consultation file:

The file may be obtained from the Secretariat of Tubah Council, Telephone (237) 678946219 as soon as this tender notice is published against payment of a non-refundable sum of **20,000 CFA francs** (fifteen thousand francs cfa), payable at the Council Treasury, representing the cost of purchasing the tender file

10. Presentation of consultation file:

The tender file in two (02) volumes shall be enclosed in two sealed envelopes.

- Envelope A containing the administrative documents (Volume 1);
- Envelope B containing the technical and financial documents (Volume 2);

The two (02) volumes shall then be enclosed in a single sealed envelope bearing only the reference of the quotation in question. The different documents of each offer shall be numbered as indicated in the tender and separated by dividers of the same colour.

11. Submission of Files:

Each offer drafted in English or French in 07 (seven) copies including 01 (one) original and 06 (six) copies should reach the Tubah Council hall not later than 23/04/2024 at **10 AM** local time and should carry the inscription:

**TO THE PROJECT OWNER (CONTRACTING AUTHORITY)
« REQUEST FOR QUOTATION N° 04/RQ/ TC/TCITB/PIB/2024 OF 28/03/2024 FOR THE EQUIPPING
OF TUBAH COUNCIL PONDS, TUBAH SUB-DIVISION MEZAM DIVISION OF THE NORTH WEST
REGION.»**

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

12. Opening of bids:

The bids shall be opened in a single phase. The opening of the administrative file, the Technical and Financial files will take place on the **23/03/2024** at 11:00 AM local time, in the conference hall of Tubah Council, by the Internal Tenders Board. Only bidders may attend or be represented by duly mandated persons of their choice

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

13. Deadline of execution:

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

14. Evaluation criteria

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

A. Eliminatory criteria

1. - Absence of a Bid Bond;
2. Incomplete or non-compliant administrative file at the end of the 48hrs period granted by the Tender's Board Commission to comply.
3. False declaration or falsified documents;
4. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
5. Non-compliance with model bid
6. Absence of a quantified unit price;
7. Non respect of **75%** of essential criteria;

1.

B. Essential criteria

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

15. Award

This evaluation will be done in a binary way (**yes**) or (**no**) with an acceptable minimum of **75%** of the essential criteria considered.

The Contract will be awarded to the bidder who would have proposed the offer with the lowest feasible amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the panelised/eliminary criteria and at least **75%** of the essential criteria.

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 technical information may be obtained during working hours from Tubah Council, Mayor's Private Secretariat

Done at Tubah on the, 28 MAR 2024

(CONTRACTING AUTHORITY)
(THE LORD MAYOR OF TUBAH COUNCIL)



Copies:

- MINMAP
- ARMP
- Project Owner
- Chairperson of TCITB
- Notice Boards

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TUBAH COUNCIL

AVIS DE CONSULTATION

Objet: DEMANDE DE QUOTATION N ° 04 /RQ/TC/TCITB/PIB/2024 DU 28/03 / 2024 POUR L'EQUIPEMENT DE L'ETANG POUR LA COMMUNE DE TUBAH DANS L'ARRPONDISSEMENT DE TUBAH DEPARTEMENT DE LA MEZAM- REGION DU NORD-OUEST.

Dans le cadre du budget d'investissement 2023, Monsieur le Préfet de la Mezam; Le maître d'ouvrage délégué et l'autorité contractante lance par la présente une demande de quotation pour L'EQUIPEMENT DE L'ETANG POUR LA COMMUNE DE TUBAH, DANS L'ARRPONDISSEMENT DE TUBAH DEPARTEMENT DE LA MEZAM- REGION DU NORD-OUEST.

1. Participation:

La participation à cette consultation est ouverte aux entreprises camerounaises qui respectent les lois fiscales.

2. Description of services:

Les prestations du présent marché comprennent :

L'EQUIPEMENT DE L'ETANG DANS LA COMMUNE DE TUBAH

3. Maître d'ouvrage: LE MAIRE DE LA COMMUNE DE TUBAH

4. Lots

La fourniture est en un seul lot comme indiqué ci-dessous.

5. Coût estimé

Le coût estimé est comme ci-dessous

| Lot | Projet | COUT PREVISIONNEL | Cautionnement provisoire | Imputation: |
|--------|---|----------------------|-----------------------------|-------------|
| Single | L'EQUIPEMENT DE L'ETANG DE LA COMMUNE DE TUBAH DANS L'ARRPONDISSEMENT DE TUBAH DEPARTEMENT DE LA MEZAM- REGION DU NORD-OUEST. | 15,000,000 | 300,000 | 20,000 |

6. Financement :

Ce projet sera financé par le Budget d'Investissement Public 2024 avec des têtes budgétaires comme indiqué dans le tableau ci-dessus

7. Cautionnement provisoire

Chaque soumissionnaire doit inclure dans ses documents administratifs, un cautionnement de soumission émis par un établissement bancaire de premier ordre agréé par le ministère en charge des finances et dont la liste se trouve dans ce dossier de consultation, d'un montant de **300,000 francs CFA (TROIS CENT MILLE francs CFA)** et valable trente (30) jours au-delà de la date de validité des offres.

8. Consultation du Dossier:

Le dossier de consultation peut être consulté aux heures ouvrables au service de SIGAMP, Commune de Tubah dès publication du présent avis.

9. Acquisition of consultation file:

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables au Service de SIGAMP, dès publication du présent avis contre présentation d'une quittance de versement de la somme non remboursable de **vingt mille Francs (20 000) F CFA** à la Trésorerie Municipale de Tubah.

10. Présentation du dossier de consultation:

Le dossier d'appel d'offres en deux (02) volumes doit être joint dans deux enveloppes scellées.

- ❖ Enveloppe A contenant les documents administratifs (Volume 1);
- ❖ Enveloppe B contenant les documents techniques et financiers (Volume 2);

Les deux (02) volumes seront alors enfermés dans une seule enveloppe scellée portant uniquement la référence du devis en question. Les différents documents de chaque offre seront numérotés comme indiqué dans l'offre et séparés par des intercalaires de même couleur.

11. Remise des offres:

Chaque offre, rédigée en français ou en anglais en **sept (7)** exemplaires dont un **(1)** original et six **(6)** copies marqués comme tels, devra parvenir contre devra parvenir au conseil du Tubah au plus tard le **23/04/2024 à 10h00**, heure locale et devra porter la mention suivante :

A MONSIEUR LE MAITRE D'OUVRAGE DELEGUE (AUTORITE CONTRACTANTE)

**«DEMANDE DE QUOTATION N ° 04/RQ/TC/TCITB/PIB/2024 DU 28/03 / 2024 POUR LA
L'EQUIPEMENT DE L'ETANG DE LA COMMUNE DE TUBAH DANS L'ARRPONDISSEMENT DE TUBAH
DEPARTEMENT DE LA MEZAM- REGION DU NORD-OUEST»**

"A ouvrir uniquement pendant la séance d'ouverture de la Commission des marchés"

12. Ouverture des offres:

Les offres seront ouvertes en une seule phase. L'ouverture des documents administratifs, les offres techniques et financières auront lieu le **23/04/2024 à 11 heures**, heure locale, dans la salle des conférences du bureau désigné par le maître d'ouvrage (à la Délégation Départementale des Marchés Publics Mezam à Up Station Bamenda) , par la Commission départementale des marchés de Mezam. Seuls les soumissionnaires peuvent assister ou se faire représenter par des personnes dûment mandatées de leur choix.

13. Délai d'exécution:

La date limite d'exécution est de Soixante (60) jours à compter de la date de notification pour le début de la commande.

14. Principaux critères d'évaluation :

Les offres seront évaluées selon les principaux critères suivants :

A. Critères éliminatoires

- 1- 1- Absence de la caution de soumission ;
- 2- Dossier administrative incomplet ou non conforme à l'issue du délai de 48h accordé par la Commission de passation interne de Tubah,
- 3- Fausses déclarations ou pièces falsifiées ;
- 4- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire ;
- 5- Non-conformité du model de soumission
- 6- Absence d'un prix unitaire quantifié ;
- 7- Le non-respect de **75%** des critères essentiels ;

Critères essentiels

- 1- Présentation générale des dossiers d'appel d'offres;
- 2- Capacité financière;
- 3- Références de l'entreprise dans des réalisations similaires;
- 4- Catalogue des équipements en couleur avec spécifications et références ;
- 5- Qualité du formateur (personnel)
- 6- Ébauche de travail dûment remplie et paraphée dans toutes les pages signées et datées sur la dernière page.

15. Attribution

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins 75% de l'ensemble des critères pénale/essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre faisable la moins disant, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et au moins 75% des critères essentiels..

16. Durée de validité des offres :

Les soumissionnaires restent engagés par leur offre pendant 60 jours à partir de la date limite fixée pour la remise des offres.

17. Renseignements complémentaires:

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la Commune de Tubah, Service de SIGAMP.

Fait à Tubah, le 28 MAR 2024

Copies

- MINMAP
- ARMP
- Maître d'Ouvrage
- Président TCITB
- Affichage.

(AUTORITE CONTRACTANTE)
- Le Maire de la Commune de Tubah -



DOCUMENT N° I

LETTER OF INVITATION TO BE SUBMITTED

Subject: REQUEST FOR QUOTATION N° 04/RQ/ TC/TCITB/PIB/2024 OF 28/03/2024 FOR THE EQUIPPING OF THE TUBAH COUNCIL PONDS, TUBAH SUB-DIVISION MEZAM DIVISION OF THE NORTH WEST REGION"

Dear Sir,

Within the framework of 2024 Investment Budget, the Mayor of Tubah Council; Project Owner and Contracting Authority hereby launches a Request for Quotation for the Supply and Installation of a pavement bricks machine to Tubah Council, sub-division Mezam Division of the NORTH WEST REGION.

For this reason, you will find attached, the descriptive and the quantitative estimates of the supply to be carried out which I am requesting you to cast them and return to me on the 23/04/2024 at **10 AM** in sealed envelopes addressed to the Contracting Authority bearing on:

"REQUEST FOR QUOTATION N° 04/RQ/ TC/TCITB/PIB/2024 OF 28/03/2024 FOR THE EQUIPPING OF THE TUBAH COUNCIL PONDS, TUBAH SUB-DIVISION MEZAM DIVISION OF THE NORTH WEST REGION"

The bids will be submitted on the 23/04/2024 at **10 AM** at the SIGAMP service of the Tubah Council, and opened the same day at 11 AM in the conference hall of the Tubah Council.

Your bid should be costed with value added taxes and All Taxes Inclusive (TTC), and accompanied with the signed model submission.

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

Accept Sir, Madam, my heartfelt greetings.

DOCUMENT No. II

RULES OF THE CONSULTATION

2.1 - CONSULTATION FILE

ARTICLE 1 : Contents of the consultation file

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

2.2- BID PREPARATION

ARTICLE 2 : Langage

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) list of personnel with their diplomas as on the evaluation grid,
- (c) equipment as specified,
- (d) Technical organization of the supply;
- (e) Logistics;
- (f) Attestation and report of site visit;
- (g) The descriptive and quantitative estimate duly filled, signed and dated;
- (h) The draft Jobbing Order duly completed, initialed and signed;
- (i) A complete administrative file comprising of the following:

| DOC N° | DESCRIPTION |
|--------|---|
| A.1 | Declaration of intention to tender stamped with the tariff in force (written by the bidder). |
| A.2 | Certified Copy of the Business Registration, not more than three months old. |
| A.3 | Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months. |
| A.4 | Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank of the first order not more than three months. |
| A.5 | Purchase receipt of 20,000 of Tender File issued by Tubah Council treasury |
| A.6 | A bid bond of three hundred thousand (300,000 FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions |
| A.7 | An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP) |
| A.8 | 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. |
| A.9 | Copy of Business License stamped with the tariff in force |

| | |
|------|---|
| A.10 | Valid copy of taxpayers card, stamped with the tariff in force |
| A.11 | Attestation of Non Indebtedness same document business license stamped with the tariff in force |
| A.12 | location plan of the enterprise stamped with the tariff in force |
| A.13 | Power of attorney if necessary |
| A.14 | Group agreement if need be |

1. Deadline for the execution of the supply;

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

ARTICLE 4 : BID

4.1 The Supplier shall specify in the bid the place of delivery and nature of prices

- a. Exclusive of VAT
- and
- b. All taxes and customs duties inclusive (ATI).

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

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

ARTICLE 5 : Bid currencies

Prices shall be written in CFA francs.

ARTICLE 6 : Bid validity period

Bids shall be valid for the period of 60 days.

2.2 - SUBMISSION OF BIDS

3 The bids will be submitted on the **23/04/2024 at 10 AM** at the Tubah Council and opened the same day at 11 AM in the conference hall of the Tubah Council

ARTICLE 7: Stamping and marking of bids

Contractor shall enclose one original and six copies of their bids in an envelope Addressed to the Mayor, Tubah Council at the address indicated in the letter of invitation to tender and bearing the

TO THE PROJECT OWNER (CONTRACTING AUTHORITY)

« REQUEST FOR QUOTATION N° 04/RQ/ TC/TCITB/PIB/2024 OF 28/03/2024 FOR THE EQUIPPING OF THE TUBAH COUNCIL PONDS, TUBAH SUB-DIVISION MEZAM DIVISION OF THE NORTH WEST REGION »

To be opened only during the Tenders 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 Bafut council internal Tenders Board shall open the bids in the presence of the contractor or duly mandated representative of suppliers wishing to attend the bid-opening session to hold on the same day as the day of submission of bids and within an hour following that for the submission of bids.

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

ARTICLE 10 : Verification of compliance and comparison of bids

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

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

2.5 - AWARD OF THE JOBBING ORDER

ARTICLE 11 : Award of the jobbing order

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

ARTICLE 12 : Announcement of award of the jobbing order

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

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

ARTICLE 13 : Signing of the jobbing order

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

ARTICLE 14 : Corruption and fraudulent practices

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

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

DOCUMENT No. III

MODEL APPENDICES

3.1 BID LETTER

Date

REQUEST FOR QUOTATION N° ____/RQ/ TC/TCITB//PIB/2024 OF ____/2024 FOR THE EQUIPPING OF THE TUBAH COUNCIL PONDS, TUBAH SUB-DIVISION MEZAM DIVISION OF THE NORTH WEST REGION.

To : The Chairperson of the Tenders Board

Dear Sir/Madam,

After studying the Consultation File which we officially acknowledge receipt of, we, the undersigned, hereby tender to carry out the supply

..... in accordance with the request for Consultation and for the sum of

CFAF (in words) exclusive of Value Added Tax and all Taxes Inclusive.....

CFAF (in figures), exclusive of Value Added Tax and all Taxes Inclusive.

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

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

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

On

Signature

Name and capacity of signatory

On behalf of the Candidate.

3.2 - BILL OF, ENTRY AND QUANTITIES

| S/N | DESCRIPTION | UNIT | QTY | U.P | AMOUNT |
|-----|---|------------------|---------|-----|--------|
| 1 | Treatment of ponds | LS | 1 | | |
| 2 | Cat fish | N ^o . | 2 000 | | |
| 3 | Tilapia (monosex) | N ^o . | 2 000 | | |
| 4 | Carp | N ^o . | 3 000 | | |
| 5 | Fingerlings | N ^o . | 10 000 | | |
| 6 | Grower | LS | 10 000 | | |
| 7 | Finisher | LS | 10 000 | | |
| 8 | Buckets(151) | N ^o . | 10 | | |
| 9 | Basins | N ^o . | 10 | | |
| 10 | Suffers | N ^o . | 03 | | |
| 11 | Hands net | N ^o . | 10 | | |
| 12 | Boats | N ^o . | 10 | | |
| 13 | Rains coats | N ^o . | 10 | | |
| 14 | Aprons | N ^o . | 10 | | |
| 15 | Gloves (plastic) | N ^o . | 10pairs | | |
| 16 | Scale | N ^o . | 01 | | |
| 17 | Spades | N ^o . | 05 | | |
| 18 | Cutlass | N ^o . | 05 | | |
| 19 | Wheelbarrow +reinforcement | N ^o . | 05 | | |
| 20 | Pallets (feed stand) | N ^o . | 03 | | |
| 21 | Calculators, | N ^o . | 03 | | |
| 22 | Pens (Packets of different colours), | N ^o . | 03 | | |

| | | | | | |
|----|-----------------------------|------------------|----|--|--|
| 23 | Rulers(pkt) | N ^o . | 01 | | |
| 24 | Savon (Cartoon) | N ^o . | 01 | | |
| 25 | Refrigerator | N ^o . | 01 | | |
| | TOTAL(HT) | | | | |
| | TVA(19.25%) | | | | |
| | AIR (5.5%or 2.2%) | | | | |
| | TOTAL TTC | | | | |
| | TOTAL NET A MANDATER | | | | |

3.4 - BID COMPARISON TABLE

ADMINISTRATIVE DOCUMENTS.

| NO | DESCRIPTION | YES | NO |
|-------------|---|-----|----|
| A.1 | Certified Copy of the Business Registration, not more than three months old. | | |
| A.2 | Declaration of intention to tender stamped with the tariff in force. | | |
| A.3 | Certificate of non-bankruptcy established by the Court of 1st Instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months. | | |
| A.4 | Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months. | | |
| A.5 | Purchase receipt of 20,000frs of tender file issued by Council treasury | | |
| A.6 | A bid bond of 300,000 frs issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions | | |
| A.7 | An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP) | | |
| A.8 | An Attestation signed by the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old. | | |
| | A valid Certificate of imposition certified by the chief of tax centre | | |
| 001 A.10 | Business License (photocopy certified by the chief of tax centre, not more than three months). | | |
| A.11 | Certified Copy of a valid taxpayers card, delivered by the chief of tax centre | | |
| A.12 | A Clearance Certificate signed by the chief of tax centre stating that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old. | | |

COMPANY NAME:

| EVALUATION GRID OF TECHNICAL BID | | | |
|----------------------------------|--|-----|----|
| N° | EVALUATION CRITERIA AND SUB-CRITERIA | YES | NO |
| B) | ESSENTIAL CRITERIA | | |
| B.1 | General presentation of the tender files | | |
| B.1.1 | - Visual presentation of the bids (clean, spirally bound documents) Presentation of the documents in the order required in the tender file Clarity and legibility of the documents provided | | |
| B.2 | LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of supply executed. (minutes of final reception for up to 2022 projects) Minimum acceptable: 01 Contracts realized in the domain of supply of Equipment over the past 02 years (2021-2022) | | |
| B.2.1 | 1 st Reference | | |
| B.3 | ACKNOWLEDGEMENT OF THE IHC AND THE LOCALIZATION | | |
| B.3.1 | Comprehensive report of site visit signed by the company administrator and justified by photos | | |
| B.4 | QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF 01 works supervisor (at least bachelor's degree or equivalent certificate of MECANIQUE AUTO science) with at least 03 (three) years' experience in the domain of fish farming | | |
| B.4.1 | ➤ A certified copy of the technical diploma, ➤ Certified copy of ID card | | |
| B.4.2 | ➤ An Attestation of presentation of original of the technical diploma ➤ CV signed and date by the candidate | | |
| B.5 | METHODOLOGY OF SUPPLY | | |
| B.5.1 | TIME FRAME FOR THE SUPPLIES | | |
| B.5.1.1 | Planning of the execution and the respect of the duration of the supplies | | |
| B.5.1.2 | Coherence in the execution of the supplies | | |
| B.5.1.3 | Logical sequence for the execution of the tasks | | |
| B.5.2 | QUALITY OF THE SUPPLIES AND MAINTENANCE | | |
| B.5.2.1 | Description of tests measures | | |
| B.5.2.2 | Description of the origin of material | | |
| B.5.2.3 | Description of services after sales | | |
| B.5.2.4 | Catalogue of equipment (each of them) in colour including specifications and references | | |
| B.6 | CAPACITY TO FINANCE THE PROJECT AND ACKNOWLEDGEMENT OF THE JOBBING ORDER AND THE SITE | | |
| B.6.1 | FINANCIAL CAPACITY An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. 25% of the estimated cost of the project | | |
| B.6.2 | Draft jobbing order duly filled initialed in all the pages and signed on the last page | | |
| | TOTAL | | |

COMPANY NAME/.....

Date of submission:

BID COMPARISON TABLE FOR THOSE RETAINED

| No | Names of Bidders | Address | Technical/ Financial Compliance | | Execution deadline | Total Price TTC (after verification) | Remarks |
|----|------------------|---------|---------------------------------------|----|-----------------------|--|---------|
| | | | Yes | No | | | |
| 01 | | | | | | | |
| 02 | | | | | | | |
| 03 | | | | | | | |

Members of the TCITB

| S/N | Name | Duty | Signature |
|-----------------------------|------|------|-----------|
| <u>Members of the TCITB</u> | | | |
| 01 | | | |
| 02 | | | |
| 03 | | | |
| 04 | | | |
| 05 | | | |
| <u>Invitee</u> | | | |
| 01 | | | |
| | | | |

REPUBLIQUE DU CAMEROUN

Paix-Travail-Patrie

MINISTERE DE LA
DECENTRALISATION ET DU
DEVELOPPEMENT LOCAL

REGION DU NORD -OUEST

DEPARTEMENT DE LA MEZAM

COMMUNE DE TUBAH

REPUBLIC OF CAMEROON

Peace -Work-Fatherland

MINISTRY OF
DECENTRALIZATION AND
LOCAL DEVELOPMENT

NORTH WEST REGION

MEZAM DIVISION

TUBAH COUNCIL

DRAFT JOBBING ORDER

JOBGING ORDER N° ____/JO/TC/TCITB/BIP/2024

AWARDED AFTER N° ____/RQ/ TC/TCITB/PIB/2024 OF ____/2024

CONTRACTOR :

TAX PAYER'S CARD NO :

ADDRESS :

BP :

TEL:

FAX :

BANK ACCOUNT NO.....

SUBJECT: " PURCHASE OF ADMINISTRATIVE VEHICLE AT TUBAH SUB-DIVISION MEZAM DIVISION OF THE NORTH WEST REGION."

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

DELAJ :Ninety (60) DAYS

FINANCING : (PIB) - 2024

VOTE CHARGE :

ENTERED INTO ON :

SIGNED ON :

NOTIFIED ON :

REGISTERED ON :

BETWEEN: The Government of the Republic of Cameroon, represented by Senior Divisional Officer for Mezam; Delegated Contracting Authority hereafter known as the "Administration"

ON ONE HAND

AND

THE COMPANY

BP :

TEL :

FAX :

BANK ACCOUNT NO.....

Represented by the General Manager

.....

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

ON THE OTHER HAND

HAVING AGREED UPON AND ADOPTED THE FOLLOWING :

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CHAPTER I GENERAL CONSIDERATIONS

ARTICLE 1 : PURPOSE OF THE JOBBING ORDER

The purpose of this jobbing order is **FOR THEEQUIPPING OF TUBAH COUNCIL PONDS, TUBAH SUB-DIVISION 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 **REQUEST FOR QUOTATION N° 04/RQ/ TC/TCITB/PIB/2024 OF 28/03/2024 FOR THEEQUIPPING OF TUBAH COUNCIL PONDS, TUBAH SUB-DIVISION 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:

- This jobbing order is subject to the following General texts of law
- The special General administrative Clauses (CCLS);
- The law N° 96/12 of 05 August 1996 on the management of environment;
- The texts governing the trade;
- The Decree N° 2004/275 of 24 September 2004 to institute the Public Contracts Code;
- Decree n° 2001/048 of 23 February 2001 relating to the setting up, Organization and functioning of the Public Contracts Regulation Agency ARMP.
- Decree n° 2003/65/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- Order N°093/CAB/PM of 5 November 2002 to fix the amount of the bid bond and the purchase fees for tender files;
- Order N°22/CAB/PM of 02 February 2011 to lay down conditions for the recruitment of individual consultants;
- Order N°23/CAB/PM of 02 February 2011 to lay down conditions for the implementation of request for quotation;
- Circular No. 004/CAB/PM of 30 December 2005 relating to the application of the Public Contracts Code;
- Circular No. 003/CAB/PM of 18 April 2008 relating to the observance of the rules governing the award,execution and control of Public Contracts;
- Circular No. 002/CAB/PM of January 31, 2011 on the improvement of the performance of the Public Contracts system;
- Circular No. 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;
- Decree N°2012/074 of 08 march 2012 relating to the creation, organization and functioning of the Public Tenders Board;

- Decree N°2012/075 of 08 march 2012 to organize the Ministry of Public Contracts;
- Decree N°2012/076 of 08 march 2012 to amend and supplement certain provisions of decree N°2001/048 of 23 February 2001 relating to the creation, organization and functioning of the Public Contracts Regulatory Agency(ARMP);
- Circular N°001/CAB/PR of 19 June 2012 on the award, the control of execution of public contracts;
- Unified Technical Documents (DTU) for building supply;
- The Norms in force in the Republic of Cameroon;
- The CCTP;
- Other texts specific to contracting fields.

ARTICLE 5: DUTIES OF THE SERVICE HEAD AND THE ENGINEER

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

- The Contracting Authority shall be the **Mayor of Tubah Council**
He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation.
- The Contract Engineer shall be the **Divisional Chief of State Property for Mezam.**
- The Project Owner is the **Lord Mayor of Council.** He represents the beneficiary administration of the works.
- The Contract Manager shall be: the **DD MINEPIA**
He ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- The Project Manager shall be: the **C.D.O, Tubah**
- He ensures the interest of the project owner at the definition, preparation, execution and acceptance stages
 - The contractor shall be [to be specified].

ARTICLE 6 : PERIOD AND PLACE OF DELIVERY

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

Equipment shall be done at **FOR THEEQUIPPING OF TUBAH COUNCIL FISH PONDS, SUB-DIVISION MEZAM DIVISION OF THE NORTH WEST REGION**

ARTICLE 7 : RESIDENCE OF THE CONTRACTOR

The supplier's main residence shall be :

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

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

CHAPTER II

PERFORMANCE OF THE JOBBING ORDER

ARTICLE 8 : ROLE AND RESPONSIBILITY OF THE SUPPLIER

The contractor has as mission to effect the supply as described in Article 10 under the control of the *Divisional Chief of Service for State Property 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

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

ARTICLE 10 : DESCRIPTION OF SUPPLY

EQUIPPING OF TUBAH COUNCIL FISH PONDS

ARTICLE 11 : INFORMATION AND DOCUMENTS TO BE FURNISHED

Plan of execution of the supplies.

ARTICLE 12 : ACCEPTANCE OF SUPPLY

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

- ❖ The Contracting AuthorityChairperson;
- ❖ The contract Engineer(s).....secretary.
- ❖ The Contract Manager.....Member;
- ❖ The project manager.....Member
- ❖ The DDMINMAP/MEZAM.....Member;
- ❖ The DD MINEPIA.../MEZAM.....Member;
- ❖ The supplier.....Member;
- ❖ The Stores Accountant.....Member

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

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

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

ARTICLE 13: GUARANTEE

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 items for six months from the date of acceptance of the supply.

ARTICLE 14: INSURANCE

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

ARTICLE 15: PENALTIES FOR DELAYS

1. The amount set for penalties for delays is set as follows:

- One two thousandth (1/2000th) 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;
- One thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.

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

CHAPTER III FINANCIAL PROVISIONS

ARTICLE 16: GENERAL NOTIONS – PRICES

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

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

ARTICLE 17: AMOUNT OF THE JOBBING ORDER

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

UNITE PRICE SCHEDULE FOR THE EQUIPPING OF TUBAH COUNCIL PONDS

| S/N | DESCRIPTION | UNIT | QTY | U.P | AMOUNT |
|-----|--------------------|------------------|--------|-----|--------|
| 1 | Treatment of ponds | LS | 1 | | |
| 2 | Cat fish | N ^o . | 2 000 | | |
| 3 | Tilapia (monosex) | N ^o . | 2 000 | | |
| 4 | Carp | N ^o . | 3 000 | | |
| 5 | Fingerlings | N ^o . | 10 000 | | |
| 6 | Grower | LS | 10 000 | | |
| 7 | Finisher | LS | 10 000 | | |
| 8 | Buckets(151) | N ^o . | 10 | | |
| 9 | Basins | N ^o . | 10 | | |
| 10 | Suffers | N ^o . | 03 | | |
| 11 | Hands net | N ^o . | 10 | | |
| 12 | Boats | N ^o . | 10 | | |

| | | | | | |
|----|---|------------------|---------|--|--|
| 13 | Rains coats | N ^o . | 10 | | |
| 14 | Aprons | N ^o . | 10 | | |
| 15 | Gloves (plastic) | N ^o . | 10pairs | | |
| 16 | Scale | N ^o . | 01 | | |
| 17 | Spades | N ^o . | 05 | | |
| 18 | Cutlass | N ^o . | 05 | | |
| 19 | Wheelbarrow +reinforcement | N ^o . | 05 | | |
| 20 | Pallets (feed stand) | N ^o . | 03 | | |
| 21 | Calculators, | N ^o . | 03 | | |
| 22 | Pens (Packets of different colours), | N ^o . | 03 | | |
| 23 | Rulers(pkt) | N ^o . | 01 | | |
| 24 | Savon (Cartoon) | N ^o . | 01 | | |
| 25 | Refrigerator | N ^o . | 01 | | |

BILL OF QUANTITIES FOR THE EQUIPPING OF TUBAH COUNCIL PONDS

| S/N | DESCRIPTION | UNIT | QTY | U.P | AMOUNT |
|-----|--|------------------|---------|-----|--------|
| 1 | Treatment of ponds | LS | 1 | | |
| 2 | Cat fish | N ^o . | 2 000 | | |
| 3 | Tilapia (monosex) | N ^o . | 2 000 | | |
| 4 | Carp | N ^o . | 3 000 | | |
| 5 | Fingerlings | N ^o . | 10 000 | | |
| 6 | Grower | LS | 10 000 | | |
| 7 | Finisher | LS | 10 000 | | |
| 8 | Buckets(15l) | N ^o . | 10 | | |
| 9 | Basins | N ^o . | 10 | | |
| 10 | Suffers | N ^o . | 03 | | |
| 11 | Hands net | N ^o . | 10 | | |
| 12 | Boats | N ^o . | 10 | | |
| 13 | Rains coats | N ^o . | 10 | | |
| 14 | Aprons | N ^o . | 10 | | |
| 15 | Gloves (plastic) | N ^o . | 10pairs | | |
| 16 | Scale | N ^o . | 01 | | |
| 17 | Spades | N ^o . | 05 | | |
| 18 | Cutlass | N ^o . | 05 | | |
| 19 | Wheelbarrow +reinforcement | N ^o . | 05 | | |
| 20 | Pallets (feed stand) | N ^o . | 03 | | |
| 21 | Calculators, | N ^o . | 03 | | |
| 22 | Pens (Packets of different colors), | N ^o . | 03 | | |
| 23 | Rulers(pkt) | N ^o . | 01 | | |
| 24 | Savon (Cartoon) | N ^o . | 01 | | |
| 25 | Refrigerator | N ^o . | 01 | | |

| | | | | | |
|--|---------------------------------|--|--|--|--|
| | TOTAL(HT) | | | | |
| | TVA(19.25%) | | | | |
| | AIR (5.5% 2.2%) | | | | |
| | TOTAL TTC | | | | |
| | TOTAL NET A MANDATER | | | | |

ARTICLE 18: TERMS AND CONDITIONS FOR PAYMENT

17.1 Start up advance:

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

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

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

17.2. Scheduling payments:

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

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

ARTICLE 19: BANK DOMICILIATION

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

ARTICLE 20: TAX SYSTEM

This jobbing order shall be subject to all the taxes and duties in force in the Republic of Cameroon. The Value Added Tax shall be borne by the Project Owner or Project Manager.

ARTICLE 21: STAMP DUTY AND REGISTRATION

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

CHAPTER IV

MISCELLANEOUS PROVISIONS

ARTICLE 22: PRODUCTION AND CIRCULATION OF THE JOBBING ORDER

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

ARTICLE 23: DISPUTES

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

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

ARTICLE 24: CANCELLATION OF THE JOBBING ORDER

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

ARTICLE 25: VALIDITY OF THE JOBBING ORDER

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

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

AFTER
WITH THE COMPANY:
FOR THE SUPPLY
AMOUNT OF THE JOBBING ORDER: CFAF
(In words
CFA francs inclusive of taxes)

EXECUTION TIME:

Read and accepted by the contractor

(place of signature) _____ (date)

Signature of Contracting Authority

(place of signature) _____ (date)

Registration

Table of models

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

: MODEL BID BOND

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

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

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

The conditions of this commitment are as follows:

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

Or

If the bidder, having been notified of the award of the contract by the Contracting Authority during the validity period:

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

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

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

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

Signed and authenticated by the bank at _____, on _____

[Bank's signature]

: Model final bond

Banks

Reference of the bond: No _____

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

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

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

Whereas we have agreed to issue the Contractor this guarantee,

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

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

This final bond shall enter into force upon signature and notification of the contract. It shall be released within a deadline of [indicate the deadline] from the date of the provisional acceptance of the supply.

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

: Model of start-off advance bond

Bank: reference, address _____

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

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

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

: Model of performance bond (Retention fund)

Bank: _____

Reference of the bond: No _____

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

Hereinafter referred to as "the Project Owner"

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

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

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

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

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

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

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

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

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

Any request for payment made by the Project Owner by virtue of this bond should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.
This bond shall, for purposes of its interpretation and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this pledge and its consequences.

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

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

I- BANKS

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

II- Insurance companies

1. Chanas Insurance;
2. Activa Insurance
3. AREA Assurances
4. Atlantique Assurances
5. CPA S.A
6. NSIA Assurances
7. PRO ASSUR
8. Prudential Beneficial General Insurance
9. ROYAL ONYX Insurance
10. SAAR
11. SANLAM Assurances
12. ZENITHE Insurance