

REPUBLIC OF CAMEROON  
Peace-Work-Fatherland  
MINISTRY OF DECENTRALIZATION  
AND LOCAL DEVELOPMENT  
NORTH WEST REGION  
MEZAM DIVISION  
BAMENDA III COUNCIL  
P.O. Box 5012 Bamenda  
Tel : (237) 677665180



REPUBLIQUE DU CAMEROUN  
Paix-Travail-Patrie  
MINISTERE DE LA DECENTRALISATION  
ET DU DEVELOPPEMENT LOCAL  
REGION DU NORD OUEST  
DEPARTEMENT DE LA MEZAM  
COMMUNE DE BAMENDA III  
B.P Box 5012 Bamenda  
Tel: (237) 6 77665180

# BAMENDA III COUNCIL TENDERS BOARD

## REQUEST FOR QUOTATION

### REQUEST FOR QUOTATION

N° 003/RQ/BIIC/BIICITB/2024 OF 19/04/2024  
FOR THE SUPPORT TO BAMENDA III COUNCIL IN THE FIGHT AGAINST  
UNSANITARY CONDITIONS, POLLUTION AND NUISANCES IN BAMENDA III  
SUB DIVISION, MEZAM DIVISION OF THE NORTH WEST REGION

PROJECT OWNER: LORD MAYOR BAMENDA III COUNCIL

FINANCING: MINEPDED Public Investment Budget of 2024

BUBGET HEAD: IZ04099

IMPUTATION N°: 58 28 093 03 641607 464211 931

Lot	Name of project	Estimated cost of project	Amount of bid bond	Cost of tender file :	Duration in months
Single	THE SUPPORT TO BAMENDA III COUNCIL IN THE FIGHT AGAINST UNSANITARY CONDITIONS, POLLUTION AND NUISANCES IN BAMENDA III SUB DIVISION, MEZAM DIVISION OF THE NORTH WEST REGION	10,000,000	200 000	18 000	02

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## CONSULTATION NOTICE

**REQUEST FOR QUOTATION No 003/RQ/BIIC/BIICITB/2024 OF 19/04/2024  
 FOR THE SUPPORT TO BAMENDA III COUNCIL IN THE FIGHT AGAINST UNSANITARY  
 CONDITIONS, POLLUTION AND NUISANCES IN BAMENDA III SUB DIVISION, MEZAM  
 DIVISION OF THE NORTH WEST REGION**

### 1. Subject of the Consultation File:

Within the framework of the 2024 Public Investment Budget (PIB of the Ministry of Environment, Protection of Nature and Sustainable Development), the Mayor of BAMENDA 3 Council "Contracting Authority" hereby launches by tender board procedure a consultation for the **supply of garbage cans and others material to facilitate household solid waste management in the BAMENDA 3 council.** This invitation to tender is as follows:

S/N	Project	Locality	Amount for bid bond	Project Amount	Budget Heads	Duration in months
01	The Support to Bamenda III Council in the Fight Against Unsanitary Conditions, Pollution and Nuisances in Bamenda III Sub Division, Mezam Division of the North West Region	Bamenda 3 Council Area	200,000	10,000,000	IZ04099	02

### 2. Participation and origin:

Participation in this invitation to tender is open to Cameroonian enterprises that are in compliance with the fiscal laws and having a good experience in the domain concerned.

### 3. Description of services:

Work to be done consists of **Supply of Garbage Cans and Specifications for Material required to facilitate Household Solid Waste Management** in the Bamenda 3 Council Municipality, MEZAM Division. The works include the following:

- **Lot 100:** Supply of Garbage Cans to facilitate Household Solid Waste Management;
- Supply of material required to facilitate Household Solid Waste Management( Fork Spades, Rain Boots with different sizes for adults, Leather Gloves, Nose mask);



#### 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	FOR SUPPLY OF GARBAGE CANS AND OTHER MATERIALS TO FACILITATE HOUSEHOLD SOLID WASTE MANAGEMENT IN THE BAMENDA III SUB DIVISION, MEZAM DIVISION OF THE NORTH WEST REGION	10 000 000	200,000	46,000

#### 6. Funding

This project shall be financed by the 2024 Public Investment Budget of the Ministry of Environment, Protection of Nature and Sustainable Development with budget heads N° IZO4099

#### 7. Bid bond

Each bidder should include in his administrative document, a bid bond of **FCFA 200 000** [two hundred thousand CFA francs) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions.

Against the risk of being rejected, only originals or true copies certified by the issuing service or administrative authorities of the administrative document required, including the bid bond, shall imperatively be produced in accordance with the Special Conditions of the invitation to tender. They shall neither be older than three (03) months nor be produced before the signing of the tender notice.

Any offer not in conformity with the prescriptions of this notice and tender file shall not be accepted, especially the absence of a bid bond issued by a first rate-bank, approved by the Ministry in charge of Finance, or the non-respect of the model of the tender file documents, shall lead to a pure and simple rejection of the offer without any appeal being entertained.

#### 8. Consultation of the Tender file;

The file may be consulted during working hours at the Private Secretariat of the Lord Mayor of Bamenda III council - Bamenda, Telephone No **677665180** as soon as this notice is published

#### 9. Acquisition of consultation file;

The file may be obtained from the Private Secretariat of the Lord Mayor of Bamenda III council - Bamenda, Telephone N: **677665180** as soon as this tender notice is published against payment of a non-refundable sum of **18,000 (Eighteen thousand)** CFA francs payable at the Bamenda III Council Municipal Treasury, representing the cost of purchasing the Consultation 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 private secretariat of the Lord Mayor of Bamenda III council - Bamenda,



Telephone No: 677665180 at Bamenda not later than 14/05/2024 at 10 AM local time and should carry the inscription:

**TO THE DELEGATED PROJECT OWNER (CONTRACTING AUTHORITY)  
REQUEST FOR QUOTATION N° 003/RQ/BIIC/BIICITB/2024 OF 19//04/2024  
FOR THE SUPPORT TO BAMENDA III COUNCIL IN THE FIGHT AGAINST UNSANITARY CONDITIONS,  
POLLUTION AND NUISANCES IN BAMENDA III 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 documents, the Technical and Financial offers will take place on the 14/05/2024 at 11 AM local time, at the Conference Hall of the Bamenda III Council at Bamenda, by the Bamenda III Council 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. -Deadline for delivery higher than prescribed;
2. -False declaration or falsified documents;
3. Absence of or insufficient bid bond;
4. -A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
5. -Incomplete financial file;
6. Omission of a unit price in the financial bid;
7. -Change of quantity or unit;
8. -Non respect of (75%) of essential criteria;

**B. Essential criteria**

- 1- General presentation of the tender files;
- 2- Financial capacity;
- 3- References of the company in similar achievements;
- 4- Catalogue of equipment in colour including specifications and references;
- 5- 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 positive (**yes**) or negative (**no**) with an acceptable minimum of **75%** of the essential criteria taken into account.

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/eliminatory 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 at the Bamenda III Council Telephone No **677665180**

Done at Bamenda on the, **19 AVR 2024**

**THE DELEGATED PROJECT OWNER  
(CONTRACTING AUTHORITY)**

**(THE LORD MAYOR OF BAMENDA III COUNCIL)**



**FONGU Cletus TANWE**

**Copies:**

- MINMAP
- ARMP
- Project Owner
- Chairperson of BIICITB
- Notice Boards
- file



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## AVIS DE CONSULTATION

**Objet: DEMANDE DE COTATION N°003/RQ/ BIIC/BIICITB/2024 DU 19/04/2024 POUR APPUI AUX CTD POUR LA LUTTE CONTRE L'INSALUBRITE, LES POLLUTIONS ET LES NUISANCES DANS LA COMMUNE DE BAMENDA, DEPARTEMENT DE MEZAM**

### 1. Objet d'Avis d'Appel d'Offres :

Dans le cadre du budget d'investissement public 2024 du Ministère de l'Environnement, de la Protection de la Nature et du Développement Durable, Le Maire de la commune de BAMENDA 3 lance par la présente une demande de devis pour la fourniture des bacs appropriés de collecte d'ordures ménagères et autres matériels requis pour faciliter la collecte des ordures ménagères dans la commune de Bamenda, Département de MEZAM.

Lot No	Project	Localité	Montant Caution de Soumission	Montant du Projet	Imputation	Délai en Mois
1	APPUI AUX CTD POUR LA LUTTE CONTRE L'INSALUBRITE, LES POLLUTIONS ET LES NUISANCES DANS LA COMMUNE DE BAMENDA, DEPARTEMENT DE MEZAM	Commune de Bamenda 3	200,000	10,000,000	IZ04099	02

### 2. Participation:

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

### 3. Description of services:

Les prestations du présent marché comprennent: la fourniture des bacs appropriés de collecte d'ordures ménagères et autres matériels requis pour faciliter la collecte des ordures ménagères dans la commune de BAMENDA 3, Département de MEZAM, Les prestations comprennent les opérations suivantes :

- **Lot 100:** Proposition et sélection des bacs appropriés de collecte d'ordures ménagères et autres matériels requis pour faciliter la collecte des ordures ménagères ;  
fourniture du matériel requis pour faciliter la collecte des ordures ménagères (Râteaux, Bottes de saison des pluies de différentes taille pour adultes, gangs et cache nez).

4. **Maitre d'ouvrage:** le maire de la commune de Bamenda III

5. **Lots**

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

6. **Coût estimé**

Le coût estimé est comme ci-dessous

Lot	Projet	COUT PREVISIONNEL	Cautionnement provisoire	Imputation :	Délais d'exécution en mois
Seul	APPUI AUX CTD POUR LA LUTTE CONTRE L'INSALUBRITE, LES POLLUTIONS ET LES NUISANCES DANS LA COMMUNE DE BAMENDA, DEPARTEMENT DE MEZAM.	10,000,000	200,000	18,000	02

7. **Financement:**

Ce projet sera financé par le Budget d'Investissement Public 2024 du Ministère de l'Environnement, de la Protection de la Nature et du Développement Durable avec des têtes budgétaires N° 1Z04099

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 **200,000 francs CFA (Deux Cent Mille francs CFA)** et valable trente (30) jours au-delà de la date de validité des offres.

8. **Consultation du Dossier:**

Le dossier peut être consulté pendant les heures de travail au Secrétariat privé du Maire de la commune de Bamenda III- Bamenda, Téléphone No : 677665180 dès la publication de cet avis

9. **Acquisition of consultation file:**

Le dossier peut être obtenu auprès du Secrétariat de Monsieur le Maire de la commune de Bamenda III- Bamenda, Téléphone No : **677665180** dès la publication du présent avis de marché contre paiement d'une somme non remboursable de **18,000 FCFA (Dix-huit Mille francs CFA)**, payable au Trésor Municipal de la Commune de Bamenda III, représentant le coût d'achat du dossier d'appel d'offres.

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 anglais ou en français en 07 (sept) exemplaires dont 01 (un) original et 06 (six) exemplaires doit parvenir à la Mairie de Bamenda III au plus tard le **14/05/2024 à 10h00** heure locale et devrait porter l'inscription:



**A MONSIEUR LE MAITRE D'OUVRAGE DELEGUE (AUTORITE CONTRACTANTE)**  
**« DEMANDE DE QUOTATION N° 003/RQ/BIIC/BIICITB/2024 OF 19/04/2024**  
**POUR APPUI AUX CTD POUR LA LUTTE CONTRE L'INSALUBRITE, LES POLLUTIONS ET LES**  
**NUISANCES DANS LA COMMUNE DE BAMENDA, DEPARTEMENT DE MEZAM DANS LA COMMUNE**  
**DE BAMENDA, DEPARTEMENT DE MEZAM »**

"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 **14/05/2024 à 11 heures**, heure locale, dans la salle des conférences du bureau désigné par le maître d'ouvrage (à la Maire de Bamenda III-Bamenda), par la Commission Communale des marchés de la commune de Bamenda III. 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- Délai d'exécution supérieur à celui prescrit ;
  - 2- Fausses déclarations ou pièces falsifiées;
  - 3- Absence ou insuffisance de la caution provisoire de soumission Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;
  - 4- Offres financière incomplète,
  - 5- Omission du prix unitaire dans l'offre financière
  - 6- Le changement d'une unité ou d'une quantité dans l'offre financière ;
- Le non-respect de **(75%)** des critères essentiels

**B. 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:**

Des informations techniques complémentaires peuvent être obtenues pendant les heures de travail à la Mairie de Bamenda III Téléphone No 677665180

Fait à Bamenda, le **19 AVR 2024**

**LE MAITRE D'OUVRAGE DELEGUE  
(AUTORITE CONTRACTANTE)**

*Le Maire de la Commune de Bamenda III-*



**FONGU Cletus TANWE**

**Copies**

- MINMAP
- ARMP
- Maître d'Ouvrage
- Président BIII/CITB
- Affichage.
- Chrono



# DOCUMENT N° I

## LETTER OF INVITATION TO BE SUBMITTED

**Subject: REQUEST FOR QUOTATION N° 003/RQ/BIIC/BIICITB/2024 OF 19/04/2024  
FOR THE SUPPORT TO BAMENDA III COUNCIL IN THE FIGHT AGAINST UNSANITARY CONDITIONS,  
POLLUTION AND NUISANCES IN BAMENDA III SUB DIVISION, MEZAM DIVISION OF THE NORTH  
WEST REGION**

Dear Sir,

Within the framework of 2024 Investment Budget, the LORD MAYOR OF BAMENDA III COUNCIL; Delegated Project Owner and Contracting Authority hereby launches a Request for Quotation FOR THE SUPPORT TO BAMENDA III COUNCIL IN THE FIGHT AGAINST UNSANITARY CONDITIONS, POLLUTION AND NUISANCES IN BAMENDA III 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 cost them and return to me on the **14/05/2024 at 10 AM** in sealed envelopes addressed to the Contracting Authority bearing on:

**REQUEST FOR QUOTATION N° 003/RQ/BIIC/BIICITB/2024 OF 19/04/2024  
FOR THE SUPPORT TO BAMENDA III COUNCIL IN THE FIGHT AGAINST UNSANITARY CONDITIONS,  
POLLUTION AND NUISANCES IN BAMENDA III SUB DIVISION, MEZAM DIVISION OF THE NORTH  
WEST REGION**

The bids will be submitted on the **14/05/2024 at 10 AM** at the Lord Mayor of Bamenda III Council situated at Bamenda and shall be opened the same day at **11AM** at the Conference Hall of the office designated by the Contracting Authority (at the Bamenda III Council- Bamenda), by the Bamenda III council Tenders Board.

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

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

Accept Sir, Madam, my heartfelt greetings.

**DOCUMENT No. II**  
**RULES OF THE CONSULTATION**

**2.1 - CONSULTATION FILE**

**ARTICLE 1 : Contents of the consultation file**

- 1.1 The consultation file shall describe the 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:
  1. A Certified Copy of the Business Registration, not more than three months old;
  2. Declaration of intention to tender stamped with the tariff in force (written by the bidder).
  3. Certificate of non-bankruptcy established by the Court of 1st instance of the place of residence of the bidder, not more than three (03) months;
  4. 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;
  5. Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance in accordance with COBAC conditions;
  6. A receipt showing the payment representing the cost of the tender file issued by the Bamenda III Municipal treasury;
  7. A bid bond issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
  8. A certified copy of the Business License (certified by the chief of center of Taxes, not more than three months);
  9. Certified Copy of a valid taxpayer's card, delivered by the chief of center of Taxes;
  10. A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old;
  11. An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP);
  12. 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**

The bids will be submitted on the **14/05/2024** at **10 A.M** at the Bamenda III Council Office situated at Namoh Quarter, Mile 4 Nkwen.

#### **ARTICLE 7: Stamping and marking of bids**

Each offer drafted in English or French in 07 (seven) copies including 01 (one) original and 06 (six) copies should reach the Lord Mayor of Bamenda III Council-Bamenda not later than **14/05/2024** at **10 A.M** local time and should carry the inscription:

**TO THE DELEGATED PROJECT OWNER (CONTRACTING AUTHORITY)  
« REQUEST FOR QUOTATION N° 003/RQ/BIIC/BIICITB/2024 OF 19/04/2024  
FOR THE SUPPORT TO BAMENDA III COUNCIL IN THE FIGHT AGAINST UNSANITARY CONDITIONS,  
POLLUTION AND NUISANCES IN BAMENDA III 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 bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the **14/05/2024** at **11 A.M** local time, at the Conference Hall of the office designated by the Contracting Authority (at the Bamenda III Council-Bamenda), by the Bamenda III Council 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.

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

#### **ARTICLE 10 : Verification of compliance and comparison of bids**

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

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

## 2.5 - AWARD OF THE JOBBING ORDER

### **ARTICLE 11 : Award of the jobbing order**

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

### **ARTICLE 12 : Announcement of award of the jobbing order**

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

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

### **ARTICLE 13 : Signing of the jobbing order**

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

### **ARTICLE 14 : Corruption and fraudulent practices**

The 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° 003/RQ/BIIC/BIICITB/2024 OF 19/04/2024  
FOR THE SUPPORT TO BAMENDA III COUNCIL IN THE FIGHT AGAINST UNSANITARY CONDITIONS,  
POLLUTION AND NUISANCES IN BAMENDA III 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.

### 3.3 - BILL OF ESTIMATES, ENTRY AND QUANTITIES

Bill of Quantities and cost estimates for Support to Bamenda III Council in the fight against unsanitary conditions, pollution and nuisances in Bamenda III Council Area

ITEM	Designation and Description (supplies)	Unit	Quantity	U.P (FCFA)	U.P TOTAL (FCFA)
<b>Lot 100: Supply of Garbage Cans</b>					
1.	Green colored locally fabricated plastic garbage cans (100 litres): Waste can that can be opened with little pressure with wheels adapted for free movement. Garbage can should have lids and drainage holes in bottom It should have a Bamenda III Council logo with the word "Biodegradable Waste" below	U	125		
<b>Supply of other material required to facilitate Household Solid Waste Management</b>					
2.	Fork Spades	U	125		
3.	Rain Boots(different sizes for adults)	Pair	125		
4.	Leather Gloves	Pair	125		
5.	Nose masks	U	125		
TOTAL WITHOUT TAXES					
VAT: 19,25%					
TOTAL TAXES INCLUSIVE (TTC)					
NET TO BE PAID					



## 3.4 - TECHNICAL DESCRIPTION OF SERVICES

### CONTROL OF QUALITY AND QUANTITY OF EQUIPMENT AND OTHERS MATERIAL BEFORE THE RECEPTION

- Lot 1: Supply of Garbage cans;
- : Supply of other material required to facilitate household solid waste management.

**ANY CONTRACTOR WHO AVOIDS THE RECEPTION OF ANY OF THE PHASE ABOVE WILL BE DOING IT AT HIS OWN RISK (CANCELLATION).**

#### I. TECHNICAL SPECIFICATIONS

The works, which are object of the present Contract, include all the works included in the technical estimates here below.

#### A) BRIEF PRESENTATION OF THE PROJECT

##### ➤ **Background/Context**

The Bamenda III Council was created by a presidential Decree in 2007 (No 2007/117 of 24<sup>th</sup> April 2007) to promote local development and improve the living conditions of the subdivision's inhabitants. This Council belongs to Bamenda III Sub-division in Mezam Division, North West Region. According to the demographic data of Bamenda III sub division pulled from the census of 2005, its estimated population stands at 112718 inhabitants. The population of Bamenda 3 municipality is largely cosmopolitan made up of indigenous Nkwen and Ndzah people, migrants from all over the North west and West region, others regions of Cameroun and Nigerians. In Bamenda III Sub division where the project is located, there are a considerable number of quarters, each with its quarter head. Its history, its culture, its language, its traditional dish and other aspects are some all over the Sub-Division. Around the project site there is no archaeological sites so no impact can be foreseen. The population is mostly made up of Nkwen people but amongst them we can find a few people from different tribes and others regions from the country.

The project covers all the mentioned areas. Since its creation, the Bamenda III council has been concentrating its efforts in collaboration with Bamenda City Council to collect household waste generated in Bamenda III council area. Under Cameroon Law, the councils provide and regulate administrative, economic and social development, define and enforce work practices to increase efficiency and improve the quality of services, promote training and retaining of municipal staff amongst others functions.

Within the framework of the 2024 results based Budget program of activities for MINEPDED, it was envisaged among others to provide garbage cans to facilitate solid waste management in the Bamenda III council area in Mezam Division. To follow up and concretize this project, the Divisional Delegation of MINEPDED for Mezam resolves to play its role as Contract Manager to ensure that the garbage cans acquired meet up with high quality and quantity values.

##### ➤ **Justification**

The Divisional Delegation of MINEPDED for Mezam has always played its role of Contract Engineer in waste management in Bamenda III council as well as the councils in Mezam Division. The Divisional Delegation of Environment has observed that waste management in Bamenda city and Bamenda III in parties should be given serious attention. The 2004 law on decentralization which was updated on the 24th of December 2019 assigns the responsibility of ensuring the well being of the population to councils. The councils that are responsible for the collection and disposal of waste generated especially as household level is escalating mainly because dwellers have not been playing

any vital role in waste management. For councils to succeed to maintain an environment that will improve the well being of inhabitants, it is necessary to ensure that proper attitudes are inculcated into inhabitants such that the so much needed positive change starts from the individual households. To succeed in this goal, serious public education and sensitization is needed through radio talks, training workshop on household waste management, hygiene and sanitization campaign and environmental education to school and sensitize the public on how to effectively use the trash cans.

➤ **Purpose of the TOR**

The purpose of this TOR is to source for a competent Contractor to provide Garbage cans and other material to facilitate household solid waste management in order to facilitate household solid waste management in Bamenda III Council area.

➤ **Specific Objective of the project:**

To ensure appropriate management of household solid waste in their neighborhoods in Bamenda III council area.

➤ **Expected result**

Garbage cans are provided to public places like markets, road junctions, health centers and schools, etc. for the collection of solid waste for eventual transportation to dumpsites.

**B) DESCRIPTIVE NOTES: TECHNICAL DESCRIPTION TO PROVIDE GARBAGE CANS AND OTHER MATERIAL TO FACILITATE HOUSEHOLD SOLID WASTE MANAGEMENT IN ORDER TO FACILITATE HOUSEHOLD SOLID WASTE MANAGEMENT**

These descriptions are established to precise and complete indications found on the bill of quantities and estimates as well as on the plan of this project.

➤ **MODE OF EXECUTION**

The supply of Garbage cans and other material to facilitate household solid waste management shall be duly supervised by the Control Engineer (**Divisional Chief of Service for State Property Mezam**) and Contract Manager (Divisional Delegate of Environment, Protection of Nature and Sustainable Development for MEZAM). In the same vein, all Garbage cans to be provided and others material shall be approved by the Control Engineer and Project Manager before final reception.



### 3.5 - BID COMPARISON TABLE

#### ADMINISTRATIVE DOCUMENTS.

NO	DESCRIPTION	YES	NO
A.1	Certified Copy of the Business Registration, not more than three months old.		
A.2	Declaration of intention to tender stamped with the tariff in force.		
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.		
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.		
A.5	Purchase receipt of tender file issued by Bamenda III Council Municipal treasury		
A.6	A bid bond issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions		
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 center 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>B) ESSENTIAL CRITERIA</b>			
<b>B.1</b>	<b>General presentation of the tender files</b>		
B.1.1	- Visual presentation of the bids (clean, paginated bound documents) Presentation of the documents in the order required in the tender file Clarity and legibility of the documents provided		
<b>LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS</b>			
<b>B.2</b>	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 2023 projects) Minimum acceptable: <b>01</b> Contracts realized in the domain of supply of Equipment over the past 02 years (2022-2023)		
B.2.1	1 <sup>st</sup> Reference		
<b>B.3 ACKNOWLEDGEMENT OF BAMENDA III COUNCIL AREA AND THE LOCALIZATION</b>			
B.3.1	Comprehensive report of site visit signed by the company administrator and justified by photos		
<b>B.4</b>	<b>QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF 01 works supervisor (at least bachelor's degree or equivalent certificate) with at least 03 (three) years' experience</b>		

	in the domain of Waste Management.		
B.4.1	<ul style="list-style-type: none"> <li>➤ A certified copy of the technical diploma,</li> <li>➤ Certified copy of ID card</li> </ul>		
B.4.2	<ul style="list-style-type: none"> <li>➤ An Attestation of presentation of original of the technical diploma</li> <li>➤ CV signed and date by the candidate</li> </ul>		
B.5	<b>METHODOLOGY OF SUPPLY</b>		
B.5.1	<b>TIME FRAME FOR THE SUPPLIES</b>		
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	<b>QUALITY OF THE SUPPLIES AND MAINTENANCE</b>		
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	<b>CAPACITY TO FINANCE THE PROJECT AND ACKNOWLEDGEMENT OF THE JOBBING ORDER AND THE SITE</b>		
B.6.1	<b>FINANCIAL CAPACITY</b> 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		
	<b>TOTAL</b>		

**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 Bamenda III Tenders Board**

<b>S/N</b>	<b>Name</b>	<b>Duty</b>	<b>Signature</b>
<b>Members of the Bamenda III Tenders Board</b>			
<b>01</b>			
<b>02</b>			
<b>03</b>			
<b>04</b>			
<b>05</b>			
<b>Invitee</b>			
<b>01</b>			

REPUBLIC OF CAMEROON  
Peace-Work-Fatherland  
MINISTRY OF DECENTRALIZATION  
AND LOCAL DEVELOPMENT  
NORTH WEST REGION  
MEZAM DIVISION  
  
BAMENDA III COUNCIL  
P.O. Box 5012 Bamenda  
Tel : (237) 677665180



REPUBLIQUE DU CAMEROUN  
Paix-Travail-Patrie  
MINISTRE DE LA DECENTRALISATION  
ET DU DEVELOPPEMENT LOCAL  
REGION DU NORD OUEST  
DEPARTEMENT DE LA MEZAM  
  
COMMUNE DE BAMENDA III  
B.P Box 5012 Bamenda  
Tel: (237) 6 77665180

## DRAFT JOBBING ORDER

**JOBGING ORDER N° \_\_\_\_\_/JO/BIIIC/BIIICITB/PIB/2024**

AWARDED AFTER N° 006/RQ/BIIIC/BIIICITB/PIB/2024 OF \_\_/\_\_/2024

CONTRACTOR : \_\_\_\_\_

TAX PAYER'S CARD NO : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

BP : \_\_\_\_\_

TEL : \_\_\_\_\_

FAX : \_\_\_\_\_

BANK ACCOUNT NO : \_\_\_\_\_

SUBJECT : "THE SUPPORT TO BAMENDA III COUNCIL IN THE FIGHT AGAINST UNSANITARY CONDITIONS, POLLUTION AND NUISANCES IN BAMENDA III 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 The Lord Mayor of Bamenda III Council; 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 **THE SUPPORT TO BAMENDA III COUNCIL IN THE FIGHT AGAINST UNSANITARY CONDITIONS, POLLUTION AND NUISANCES IN BAMENDA III 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° 003/RQ/BIIC/BIICITB/2024 OF 19/04/2024**

### **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 LORD MAYOR OF BAMENDA III COUNCIL**.  
He ensures the preservation of originals of contract documents and the transmission of copies to ARMP through the focal point designated to this effect.
- ↓ The Contract Manager shall be the **DD MINEPDED MEZAM** referred to as the Contract Manager.
- ↓ The Contract Engineer shall be the **Divisional Chief of Service for State Property Mezam**, hereinafter referred to as the Engineer. He follows up and controls the proper execution of the contract in conformity with the technical specifications and bill of estimate. Approve executed jobs and prepare reports concerning the execution of the project.
- ↓ The Project Owner is the **LORD MAYOR OF BAMENDA III COUNCIL**.  
He ensures respect of the administrative, technical and financial conditions and Contractual deadlines and the interest of the project owner at the definition, preparation, execution and acceptance stages.
- ↓ The contractor shall be *[to be specified]*.
- ↓ The authority in charge of ordering payment shall be the **LORD MAYOR OF BAMENDA III COUNCIL**;
- ↓ The authority in charge of the clearance of expenditures shall be the **Specialised finance Controller of Bamenda City Council**.
- ↓ The body or official in charge of payment shall be the **Municipal Treasurer of Bamenda III Council**.
- ↓ The official competent to furnish information within the context of execution of this contract shall be the **Divisional Chief of Service for State Property Mezam**

**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 **THE BAMENDA III 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 of 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**

- <b>Lot 100:</b> Supply of Garbage Cans to facilitate Household Solid Waste Management;  Supply of material required to facilitate Household Solid Waste Management( Fork Spades, Rain Boots with different sizes for adults, Leather Gloves, Nose mask);
--

### **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 Authority .....Chairperson;
- ❖ The contract Engineer.....Secretary.
- ❖ The Contract Manager.....Member;
- ❖ The DOMINMAP/MEZAM.....Observer;
- ❖ The CDO of Bamenda III Council.....Member;
- ❖ Stores accountant of Bamenda III Council .....Member
- ❖ The supplier.....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 equipment 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 (1/2000<sup>th</sup>) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the contractual time-limit;

- One thousandth (1/1000<sup>th</sup>) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30<sup>th</sup> 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

Bill of Quantities and cost estimates for the Support to Bamenda III Council in the fight against unsanitary conditions, pollution and nuisances in Bamenda III Council Area						
ITEM	Designation and Description (supplies)	Unit	Quantity	U.P FIGURES	IN	U.P IN WORDS
<b>Lot 100:Supply of Garbage Cans</b>						
6.	Green colored locally fabricated plastic garbage cans (100 litres); Waste can that can be opened with little pressure with wheels adapted for free movement. Garbage can should have lids and drainage holes in bottom It should have a Bamenda III Council logo with the word "Biodegradable Waste" below	U	125			
<b>Supply of other material required to facilitate Household Solid Waste Management</b>						
7.	Fork Spades	U	125			
8.	Rain Boots(different sizes for adults)	Pair	125			
9.	Leather Gloves	Pair	125			
10.	Nose masks	U	125			



## COST ESTIMATE

<b>Bill of Quantities and cost estimates for Support to Bamenda III Council in the fight against unsanitary conditions, pollution and nuisances in Bamenda III Council Area</b>					
<b>ITEM</b>	<b>Designation and Description (supplies)</b>	<b>Unit</b>	<b>Quantity</b>	<b>U.P (FCFA)</b>	<b>U.P TOTAL (FCFA)</b>
<b>Lot 100: Supply of Garbage Cans</b>					
11.	<b>Green colored locally fabricated plastic garbage cans (100 litres):</b> Waste can that can be opened with little pressure with wheels adapted for free movement. Garbage can should have lids and drainage holes in bottom It should have a Bamenda III Council logo with the word "Biodegradable Waste" below	U	125		
<b>Lot 200: Supply of other material required to facilitate Household Solid Waste Management</b>					
12.	Fork Spades	U	125		
13.	Rain Boots(different sizes for adults)	Pair	125		
14.	Leather Gloves	Pair	125		
15.	Nose masks	U	125		
<b>TOTAL WITHOUT TAXES</b>					
<b>VAT: 19,25%</b>					
<b>TOTAL TAXES INCLUSIVE (TTC)</b>					
<b>NET TO BE PAID</b>					

### **ARTICLE 18: TERMS AND CONDITIONS FOR PAYMENT**

#### **18.1 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.

#### **18.2. 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 (15) 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 (15) 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.



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

EXECUTION TIME:

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

## Table of models

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



: MODEL BID BOND

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

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

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

The conditions of this commitment are as follows:

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

Or

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

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

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

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

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

Signed and authenticated by the bank at \_\_\_\_\_, on \_\_\_\_\_

[Bank's signature]

: Model final bond

Bank:

Reference of the bond: No \_\_\_\_\_

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

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

## **BANKS**

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

## **II- Insurance companies**

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

N.B: la liste ci-dessus est également disponible sur le site web: [www.armp.cm](http://www.armp.cm)