

REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

REPUBLIC OF CAMEROON

Peace – Work – Fatherland



NORTH WEST DEVELOPMENT AUTHORITY (MIDENO)

MISSION DE DEVELOPPEMENT DU NORD OUEST

MIDENO INTERNAL TENDERS BOARD (MITB)

OPEN NATIONAL INVITATION TO TENDER N°
004/ONIT/PULCCA/MIDENO/MITB/13/84/2024 of
11.9.2024 FOR THE ACQUISITION AND DELIVERY OF
FARM INPUTS TO VULNERABLE FARMERS IN THE NORTH WEST REGION
WITHIN THE FRAMEWORK OF THE EMERGENCY PROJECT TO COMBAT
FOOD CRISIS IN CAMEROON (PULCCA) FOR THE SUPPLY AND DELIVERY
OF IMPROVED PLANTAIN PLANTLETS THROUGH EMERGENCY
PROCEDURE

FINANCING: EMERGENCY PROJECT TO COMBAT FOOD CRISIS IN CAMEROON (PULCCA)

FINANCIAL YEAR: 2024

BUDGETARY HEAD: 246601



Table of Content

| | |
|---|----|
| Document No.1: Tender Notice.Open National Invitation to Tender | 3 |
| Document No 2: General Regulations of the Invitation to Tender..... | 9 |
| Document No.3: Special Regulations of the Invitation to Tender..... | 23 |
| Document No. 4: Special Administrative Conditions..... | 28 |
| Document 5: Description of the Supply..... | 46 |
| Document 6: Schedule of Unit Prices..... | 47 |
| Document 7 : Detail Estimates..... | 48 |
| Document 8: Sub Detail of Unit Prices..... | 49 |
| Document 9 : Model Documents..... | 50 |
| • Table of Documents..... | |
| Document 10: Model Contract | 56 |
| Document 11: List of banking establishments and financial bodies authorized to issues Bid bonds for Public contracts..... | 58 |
| Annex | |
| • Evaluation Guide..... | 59 |

DOCUMENT NO. 01: TENDER NOTICE

MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT
MINISTÈRE DE L'AGRICULTURE ET DU DÉVELOPPEMENT RURAL

REPUBLIC OF CAMEROON
Peace – Work – Fatherland

North West Development Authority

MISSION DE DÉVELOPPEMENT DU NORD OUEST

P.O. Box, 442, Bamenda

Tel: (237) 233 36 13 78

Fax: (237) 233 36 16 61

Email: midenobda@yahoo.com

Website: www.mideno.org



Bamenda, the 19 April 2024

N° 34 /MIDENO/B/ MITB/13/24

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER N° 004 /ONIT/PULCCA/MIDENO/MITB/13/24/2024 of 19/04/2024 FOR THE ACQUISITION AND DELIVERY OF FARM INPUTS TO VULNERABLE FARMERS IN THE NORTH WEST REGION WITHIN THE FRAMEWORK OF THE EMERGENCY PROJECT TO COMBAT FOOD CRISIS IN CAMEROON (PULCCA) FOR THE SUPPLY AND DELIVERY OF IMPROVED PLANTAIN PLANTLETS THROUGH EMERGENCY PROCEDURE

SOURCE OF FINANCING: Emergency project to combat food crisis in Cameroon (PULCCA)

Budgetary Head: 246601

1. Subject of the invitation to tender: Within the framework of the emergency project to combat food crisis in Cameroon (PULCCA), the Director General of the North West Development Authority (MIDENO) is looking for competent and reliable suppliers to acquire and deliver/distribute various farm inputs (improved drought resistant seed varieties, chemical fertilizers, organic fertilizers, pesticides, etc) to vulnerable farmers in the North West Region

2. Nature of supplies: The supply, delivery and reception of farm inputs for distribution to vulnerable farmers in the North West Region as follows:

To Supply and distribute 348,000 improved plantain plantlets to 870 vulnerable plantain farmers with at least 60% of them being Women.

3. Participation: Participation in this Invitation to tender is open to all National companies/suppliers that fulfill the required criteria specified in the bidding document and have the competence and experience of **not less than 5 years** in the same or similar supplies.

NB: The firm must not be in a situation of conflicting interest as defined in Article 4.2 (b) of the General Regulations of the Invitation to Tender. The bidder must not have been excluded from bidding for public contracts by the Competent Authority in charge of Public contracts

4. Origin of Supplies: All supplies/quotations submitted must provide clear information as to the origin of the goods to be supplied.

5. Financing: Services which form the subject of this Invitation to tender shall be financed by the EMERGENCY

PROJECT TO COMBAT FOOD CRISIS IN CAMEROON (PULCCA)

6. Consultation of tender file: The tender file can be consulted during working hours from 8:00 am to 4:00 pm at the MIDENO Head Office, Secretariat of the Director General (1st Floor), Ayaba Street, P.O. Box 442, Bamenda; Email: midenobda@yahoo.com; Tel: 237 233 361 378 following the publication of this notice.

7. Acquisition of Tender File: The tender file may be obtained during working hours from 8:00 am to 4:00 pm at the MIDENO Head Office, Secretariat of the Director General, Ayaba Street, P.O. Box 442, Bamenda; Email: midenobda@yahoo.com; Tel: 237 233 361 378 following the publication of this notice against payment of a non-refundable sum of One hundred and nine thousand four hundred and forty (109,440) fcfa and payable into Account N° 06845 97568660001- 28 in the name of "SPECIAL ACCOUNT SAC-ARMP" in any BICEC Branch in Cameroon

8. Submission of bids: Each bid drafted in English or French in (7 copies) including one (1) original and six (6) copies marked as such, should reach the MIDENO Head Office located at Ayaba Street, P.O. Box 442, Bamenda) not later than 20/05/2024 and should carry the inscription:

OPEN NATIONAL INVITATION TO TENDER N° 004 /ONIT/PULCCA/MIDENO/MITB/13/84/2024 of 19/08/2024 FOR THE ACQUISITION AND DELIVERY OF FARM INPUTS TO VULNERABLE FARMERS IN THE NORTH WEST REGION WITHIN THE FRAMEWORK OF THE EMERGENCY PROJECT TO COMBAT FOOD CRISIS IN CAMEROON (PULCCA) FOR THE SUPPLY AND DELIVERY OF IMPROVED PLANTAIN PLANTLETS THROUGH EMERGENCY PROCEDURE

"To be opened only during the bid-opening session"

9: Bid Bond: Each bidder must include in his Administrative Documents, a bid bond issued by a financial institution approved by the Ministry in charge of Finance featuring on the list in document 11 of the tender file for an amount of: **Three million four hundred and forty three thousand seven hundred and fifty (3,443,750) FCFA** and valid for thirty (30) days beyond the validity of the bids.

10. Admissibility of bids: Under pain of being rejected, only originals or certified true copies by the issuing service and official or administrative authorities (Senior Divisional Officers, Divisional Officers, Bank Officials, and Taxation Officials etc.) of the administrative documents required, including the bid bond, must imperatively be produced in accordance with the Special Conditions of the invitation to tender. They must obligatorily not be older than three (3) months or must not be produced after the submission of the bids. Any bid not in conformity with the prescriptions of this notice and tender file shall be declared inadmissible, 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 models of the tender file documents shall lead to a pure and simple rejection of the bid without any appeal being entertained.

11. Opening of bids: The opening of the administrative documents, technical and financial bids are scheduled on the 20/05/2024 prompt local time by the Internal Tenders Board of MIDENO in the MIDENO Conference Room at the Project management Office. Only bidders may attend or duly represented by a person of their choice.

12. Delivery deadline: The maximum execution deadline provided for by the Project Owner shall be **Two (2) months** for each lot from the date of notification to start delivery

13. Evaluation Criteria: The bids shall be evaluated according to the following principal criteria:

A. Eliminary Criteria

- Non Conformity to technical specifications and standards (prospectuses, photos etc.)
- Absence or insufficient Bid Bond of the specified amount
- Late submission of bids
- False declarations or forged documents
- Under exclusion sanctions from the Authority in Charge of the Regulation of Public Contracts

- Associated directly or indirectly with the conception, preparation of technical specifications and other documents concerned with this tender
- Non-respect of 80% of the essential criteria
- Bids whose outer envelopes leads to the recognition of the bidder

B. Essential Criteria

| SN | Criteria |
|----|--|
| 1 | General Presentation of bids (The various parts of the same file separated by colour dividers both in the original and in the copies and Files spirally bounded) |
| 2 | Specific experience of the firm in the same or similar services for at least 5 years |
| 3 | Conformity to technical specifications and standards (prospectuses, photos etc.) |
| 4 | Delivery schedule of Two (2) months |
| 5 | Original bids signed by the competent Authority of the firm |

14. Selection Method of Supplier: Evaluation shall be done using the binary method. The supplier shall be selected by the Least Cost selection method after evaluating the technical capacity (Bidder must fulfill 100% of the eliminatory criteria and must score at least 80 out of the 100 points previewed for the technical evaluation) and financial capacity of the bidder and make sure that the supply he/she is proposing is in conformity with the technical specifications of the supply in the Tender document and in accordance with the procedures described in this tender file

15. Validity of bids: Bidders will remain committed to their bids for Thirty (30) days from the deadline set for the submission of tenders.

16. Complementary Information: Complementary information can be obtained during working hours from *the secretariat of the Director General, MIDENO, P.O. Box 442, Bamenda*; Email: midenobda@yahoo.com; Tel: 237 233 361 378

FOR: NORTH WEST DEVELOPMENT AUTHORITY



Philippe Amye G. N. N. N.
ECONOMIST (PLEG Hors Echelle)

CC

- ARMP (for publication and archiving)
- MINMAP (For information)
- Chairperson of MITB (for information)
- MIDENO Notice Board (for information)

NORTH WEST DEVELOPMENT AUTHORITY

MISSION DE DÉVELOPPEMENT DU NORD OUEST

P.O. Box, 442, Bamenda

Tel: (237) 3336 13 78

Fax: (237) 3336 16 61

Email: midenobda@yahoo.com

Website: www.mideno.org



Bamenda,14/12/2024

N° 34 /MIDENO/B/ minB/13/84.

AVIS D'APPEL D'OFFRES

APPEL D'OFFRES NATIONAL OUVERT N° 004/AONO/PULCCA/MIDENO/MITB/13/84/2024 DE
19/10/2024 POUR L'APPROVISIONNEMENT ET LIVRAISON DE PLANTULES DE PLANTAIN
AMELIOREES PAR LE PROCEDURE D'URGENCE

Financement : Emergency Project To Combat Food Crisis In CAMEROON (PULCCA)

Line budgétaire : 246601

1. Objet de l' Appel d'Offres : Dans le cadre de of the emergency project to combat food crisis in Cameroon (PULCCA), the Director General of the North West Development Authority (MIDENO) is looking for competent and reliable suppliers to acquire and deliver/distribute various farm inputs (improved drought resistant seed varieties, chemical fertilizers, organic fertilizers, pesticides, etc) to vulnerable farmers in the North West Region

2. Consistance des prestations : Les prestations du présente marché comprennent les *fournitures, delivre et reception des entrants pour distribution a les agriculteurs dans la Region du Nord Ouest* comme suit :

To Supply and distribute 348,000 improved plantain plantlets to 870 vulnerable plantain farmers with at least 60% of them being Women.

3. Participation : La participation au présent Appel d'Offres est Ouverte aux Entreprises installées au Cameroun avec l'expérience et la compétence technique pour **au moins 5 ans** en ce domaine ou les domaines similaires. Un soumissionnaire (y compris tous les membres d'un groupement d'entreprises et tous les sous-traitants du soumissionnaire) ne doit pas se trouver en situation de conflit d'intérêt comme définie dans les Règlement Généraux de la DAO. Seront exclues toutes les entreprises sous suspension suite à l'annulation des marchés conformément à l'Article 102 du Code du Marchés Publics Camerounais

4. L'Origine des Fourniture : Tous les devis estimatifs doivent porter les informations sur les origines des fournitures

5. Financement : Les travaux objet du présent Appel d'Offres sont financés par le he emergency project to combat food crisis in Cameroon (PULCCA)

6.0 Consultation du Dossier d'Appel d'Offres : Le dossier peut être consulté aux heures ouvrables de lundi à vendredi de 8h à 16h au Siège Social de la MIDENO, Secrétariat du

Directeur General. Situé à Ayaba Street. B.P. 442, Bamenda : Email : midenobda@yahoo.com:
Tel 237 233 361 378 des publications du présent avis.

7. Acquisition du Dossier d'Appel d'Offres: Le dossier peut être obtenu au Siège Social de la MIDENO, Secrétariat du Directeur General première étage Situé à Ayaba Street. B.P. 442, Bamenda : Email : midenobda@yahoo.com: Tel 237 233 331 661 des publications du présent avis, contre présentation d'une quittance de versement d'une somme non remboursable de Cent neuf milles quatre cent quarante (109,440) francs CFA, ou l'équivalent, payable dans une Agence BICEC au « Compte Spécial -CAS ARMP N° 06845 97568660001- 28 La quittance doit identifier le payeur comme représentant de l'entreprise ou groupement désireux de participer à l'Appel d'Offres

8. Recevabilité des offres: Sous peine de rejet, les autres pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet,...), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres. Elles devront obligatoirement dater de moins de trois (03) mois précédant la date de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres. Toute offre non conforme aux prescriptions du présent avis et du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère charge des Finances ou le non-respect des modèles des pièces du Dossier d'Appel d'Offres, entraînera le rejet de l'offre.

9.0 Caution de Soumission: Chaque soumissionnaire devra joindre à ses pièces administratives, une caution de soumission établie par un institution financière de premier ordre agréée par le Ministère charge des finances et dont la liste figure dans la pièce 11 du DAO d'un montant de : Trois million quatre cent quatre-vingt trois milles sept cent cinquante (3,443,750) FCFA et valable pendant trente (30) jours au-delà de la date originale de validité des offres.

10. Remise des offres: Chaque offre rédigée en français ou en anglais en Sept (7) exemplaires dont l'original et (6) copies marquées comme telles, devra parvenir au Siège Social de la MIDENO, Secrétariat du Directeur General de la MIDENO, situé à Ayaba Street, B.P. 442, Bamenda; Email: midenobda@yahoo.com; Tel: 237 233 331 661, au plus tard le 20/05/2024 et devra porter la mention :

APPEL D'OFFRES NATIONAL OUVERT N° 004/AONO/PULCCA/MIDENO/MITB/13/84/2024 DE 19/04/2024 POUR L'APPROVISIONNEMENT ET LIVRAISON DE PLANTULES DE PLANTAIN AMELIOREES PAR LE PROCEDURE D'URGENCE

«A N'OUVRIR QU'EN SÉANCE DE DÉPOUILLEMENT»

11. Ouverture des plis: L'ouverture des pièces administratives et the offres techniques aura lieu le 20/05/2024 précise par la Commission Interne de Passation des Marches dans la salle de conférence de la Mission de Développement du Nord-Ouest (MIDENO) sise au Siège Social situé à Ayaba Street, en face Mansfield Plaza Hôtel. Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne de leur choix

12.0 Délais de livraison: Le délai maximum de livraison prévu par le Maitre d'Ouvrage ou Maitre d'Ouvrage Délégué pour la réalisation des fournitures et deux (02) Mois

13.0 Principaux Critères d'évaluation: Les Offres seront évaluées selon les principaux critères suivant:

Critères d'Evaluation : Les offres seront évaluées selon les principaux critères suivant :

A. Critères éliminatoires :

- Non - conformité aux spécifications et normes technique du DAO (prospectus, photos etc.)
- Absence ou insuffisance de la caution de soumission
- Soumission en retard
- Les documents frauduleux ou falsifiées
- Sanctionner d'Exclusion par L'Autorité Chargée de Marchés Publics
- Association direct ou indirect à la conception, préparation des spécifications technique et autres documents concernant cet Avis d'Appel d'Offres
- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le soumissionnaire
- Le non-respect de 80% des critères essentielle

B. Les Critères Essentielle

| SN | Critères |
|----|---|
| 1 | Presentation générale des offres |
| 2 | l'expérience et la compétence technique pour au moins de 3 ans en ce domaine ou les domaines similaire |
| 3 | Conformité aux spécifications et normes technique du DAO (prospectus, photos etc.) |
| 4 | Délai de livraison deux (02) mois |
| 5 | Signature des originaux des Offres par L'Autorité ayant le mandat de Soumissionnaire en cas d'un groupement |

14. Méthode de sélection du Prestataire : L'évaluation se fera par la méthode binaire. Le prestataire sera choisi par la méthode de **sélection de moins disant après constatations de la capacité technique et financière du soumissionnaire à fournir les produits et la conformité des fournitures proposées aux normes et spécifications technique dans la DAO** et conformément aux procédures décrites dans le présent DAO.

15. Durée de la validité des offres : Les soumissionnaires restent engagés par leur offre pendant **30 jours** à partir de la date limite fixée pour la dépôt des offres

16. Renseignements Complémentaires : Les renseignements complémentaires peuvent être obtenus aux heures ouvrables de lundi à vendredi de 8h à 16h au Siège Social de la MIDENO, Secrétariat du Directeur Général, situé à Ayaba Street, B.P. 442, Bamenda; Email: midenobda@yahoo.com; Tel: 237 233 361 378

POUR : MISSION DE DEVELOPPEMENT DU NORD OUEST



Chatus Anyo Matoyah
ECONOMIST / PLEG Hors Echelle

Ampliations:

- ARMP (pour publication et archivage)
- MINMAP NWR (pour information)
- Président de la CPMI MIDENO (pour information)
- Affichage MIDENO (pour information)
- Service des marches MIDENO (pour archivage)

DOCUMENT NO. 02: GENERAL REGULATIONS OF THE INVITATION TO TENDER

Table of Content

A General

Article 1: Scope of offer.....

Article 2: Financing.....

Article 3: Fraud and Corruption.....

Article 4: Candidates allowed to compete.....

Article 5: Supplies and ancillary services meeting the criteria of origin.....

Article 6: Qualification of Bidders.....

B Tender File

Article 7: Content of Tender File.....

Article 8: Clarifications on Tender File.....

Article 9: Amendment of the Tender File.....

C Preparation of offers

Article 10: Bidding fees.....

Article 11: Language of offer.....

Article 12: Constituent documents of the offer.....

Article 13: Offer price.....

Article 14: Currency of offer.....

Article 15: Documents attesting to the eligibility of the bidder.....

Article 16: Documents attesting to the admissibility of the supplies.....

Article 17: Documents attesting to the conformity of the supplies.....

Article 18: Documents attesting to the qualification of the bidder.....

Article 19: Bid Bond.....

Article 20: Validity of offers.....

Article 21: Form and signature of offer.....

D Submission of offers

Article 22: Sealing and Marking of envelopes.....

Article 23: Date and time-limit for submission of offers.....

Article 24: Late offers.....

Article 25: Amendment, substitution and withdrawal of offers.....

E) Opening of envelopes and Evaluation of offers

Article 26: Opening of envelopes.....

Article 27: Confidential nature of Procedure.....

Article 28: Clarifications on offers and contact with the CA.....

Article 29: Conformity of offers.....

Article 30: Evaluation of the technical offer.....

Article 31: Qualification of the Bidder.....

Article 32: Correction of Errors.....

Article 33: Evaluation of Financial offers.....

Article 34: Comparison of offers.....

F) Award of Contract

Article 35: Award Contract.....

Article 36: Right by Project Owner to declare an invitation to tender unsuccessful or to cancel a Procedure.....

Article 37: Rights to Modify Quantities during award.....

Article 38: Notification of Award of Contract.....

Article 39: Publication of contract award results and petition.....

Article 40: Signing of Contract.....

Article 41: Final Bond.....

GENERAL REGULATIONS OF THE INVITATION TO TENDER

A) GENERAL

Article 1: Scope of offer

1.1 The Project Owner here referred to as the "North West Development Authority (MIDENO)", launches an Open National Invitation to tender in view of obtaining the supplies and ancillary services briefly described in the Special Regulations of the Open National Invitation to tender and specified in the *Supplies Descriptive* as well as in the schedule of Quantities.

The name, identification number and number of lots which form the subject of the Open National Invitation to tender feature in the Special Regulations of the Open National Invitation to tender. Hereafter reference is made to it under the theme "supplies".

1.2 The bidder retained or the successful bidder must furnish the supplies within the time-limit indicated in the Special Regulations of the invitation to tender and which runs from the date of notification of the Administrative Order to start the delivery of the supplies.

1.3 In this Tender file the terms "Project Owner" and "North West Development Authority" and "MIDENO" are interchangeable, while the term "Day" or "Month" refers to a Calendar day or month.

Article 2: Financing

2.1 The source of financing for the supplies forming the subject of this invitation to tender shall be specified in the Special Regulations of the invitation to tender.

Article 3: Fraud and Corruption

3.1 MIDENO requires of bidders and its contractors the strict respect of rules of professional ethics during the award and execution of public Contracts. By virtue of this principle, MIDENO:

a) Defines, within the context of this clause, the expressions in the following manner:

i) shall be guilty of «**Corrupt practice**» whoever offers, gives requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;

ii) is involved in «**fraudulent manoeuvres**» whoever deforms or distorts facts in order to influence the award or execution of a contract;

iii) **Collusive Practices**: mean any form of agreement between two or among several bidders (whether MIDENO is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition; and

iv) **Coercive Practices**: mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.

b) Will reject any award proposal if it determines that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

3.2 The Minister Delegate in charge of Public Contracts, Authority in Charge of Public Contracts may, as a temporary measure, take a decision to ban bidding for a period not exceeding two (2) years against any bidder guilty of influence peddling, conflict of interest, insider information, fraud corruption, or production of non authentic documents in his offer, without prejudice to legal action that may be taken against him.

Article 4: Candidates allowed to compete

4.1 If the invitation to tender is restricted, the consultation is addressed to all candidates retained after a pre-qualification procedure.

4.2 Generally, the invitation to tender is addressed to all suppliers, subject to the following provisions:

a) A bidder (including all members of a group of enterprises and all sub contractors to the bidder) must be from an eligible country in accordance with the Funding Agreement.

b) A bidder (including all members of a group of enterprises and all sub contractors to the bidder) must not be in a situation of conflict of interest.

A Bidders will be judged to be in a situation of conflict of interest if he;

i) Is associated with or was associated in the past in an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender ; or

ii) Presents more than one offer within the context of this invitation to tender, except authorized variants according to **Clause 17**, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one offer.

c) The bidder must not have been excluded from bidding for public contracts.

d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is

i) Legally and financially autonomous

ii) Managed according to commercial laws and

iii) Not under the direct supervisory authority of MIDENO.

Article 5: Supplies and ancillary services meeting the criteria of origin

5.1 All the supplies and ancillary services forming the subject of this contract must come from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender.

5.2 Within the meaning of this clause, the term « Supplies » shall refer to products, raw material, machines, equipment and industrial installations; and the term "ancillary services" shall notably refer to services such as insurance, installation and initial training.

5.3. The term 'Originate' shall qualify the country where the supplies are extracted, cultivated, produced, manufactured or transformed or the country where a manufacturing, transformation or assembly of components process results in the obtention of a commercial article whose basic characteristics are substantially different from those of its components.

Article 6: Qualification of Bidders

6.1 As an integral part of their offer, bidders must where applicable:

a) Submit a Power of Attorney, making the signatory of the offer bound by the offer; and

b) Furnish all the information (complete or updated information included in the request for pre-qualification which may have changed in the case where the candidates had to pre-qualify) requested from bidders in the Special Regulations, in order to establish their ability to execute the contract.

Information relating to the following points shall be requested, if need be:

i) The production of certified balance sheets or turnover

ii) Access to a credit line or availability of other sources of funding

iii) Orders acquired and contracts awarded and executed

iv) Pending litigations

v) Availability of indispensable equipment

6.2 Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:

a) The offer must include all the information listed in article 6(1) above. The Special Regulations must specify the information to be furnished by the group and the information to be furnished by each member of the group.

b) The offer and the contract must be signed in a way that it is binding on all members of the group.

c) The nature of the group (joint or several as stipulated in the Special Regulations) must be specified and justified with the production of a joint venture agreement in due form;

d) The member of the group designated as the representative will represent all the undertakings vis -a- vis the Project Owner with regards to the execution of the contract;

e) In the case of joint co-contracting, the Co-contractors shall share the sums which are paid by the Administration into a single account; on the other hand; each undertaking is paid in its own account by the Administration where each taking a specific lot.

6.3 Bidders should equally present sufficiently detailed proposals to demonstrate that they conform to the technical specifications and delivery time-limits set in the Special Regulations of the invitation to tender

B) TENDER FILE

Article 7: Content of Tender File

7.1 The tender file describes the supplies forming the subject of the contract, sets the consultation procedure by suppliers and specifies the terms of the contract.

Besides the addenda published in accordance with article 10 of the General Regulations of the invitation to tender, it includes the following documents:

a) The letter of invitation to tender (for restricted invitation to tender);

b) The tender notice.

c) The General Regulations of the invitation to tender;

d) The Special Regulations of the invitation to tender

e) The Special Administrative Conditions;

f) The description of the supplies which includes;

- The list of supplies and ancillary services;
- Technical specifications

g) The framework of Unit Price Schedule

h) The detailed estimates

i) The sub-details of unit prices

j) The model tender letter

k) Model price and quantity schedules

l) Model bid bond

m) Model of final bond

n) Model of retention fund

o) Model contract

p) Form relating to preliminary studies

q) List of banking establishments and financial bodies approved by the Ministry in charge of finance authorized to issue bonds.

7.2 The Bidder must examine all the rules, forms, conditions and specifications contained in the tender file. It is up to him to furnish all the information requested and prepare an offer in conformity with all aspects of the said file. Any deficiency may lead to a rejection of his file.

Article 8: Clarification on the Tender File

8.1 Any bidder who wants to obtain clarifications on the Tender File may request them from MIDENO in writing or by electronic mail (telephone and E-mail) at MIDENO's address, which is: **North West Development Authority (MIDENO), Ayaba Street, opposite Mansfield Plaza Hotel, P. O. BOX 442, BAMEIDA: Tel: 237 233 361 378, Email: midenobda@yahoo.com.**

MIDENO shall reply in writing to any request for clarification received at least fourteen (14) days for national invitations to tender and twenty one (21) days for international invitations prior to the deadline for the submission of the offers. A copy of MIDENO's response indicating the question posed but not mentioning the author is addressed to all bidders who bought the Tender File.

8.2 Between the publication of the tender notice including the prequalification phase of candidates and the opening of bids, any bidder who feels aggrieved in the public contracts award procedure may lodge a complaint to MIDENO.

8.3 The complaint must be addressed to MIDENO with copies to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

It must reach MIDENO not later than fourteen (14) days before the opening of the bids.

8.4 MIDENO has five (5) days to react. A copy of the reaction shall be forwarded to the body in charge of the regulation of public contracts.

Article 9: Amendment of the Tender File

9.1 MIDENO may at any moment prior to the deadline for submission of offers and for any reason, ~~be it at their initiative~~ or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum.

9.2 Any published addendum shall be an integral part of the Tender File, in accordance with **Article 7.1 of the General Regulations of the invitation to tender** and must be communicated in writing or made known to all bidders who bought the Tender File. The latter must acknowledge receipt of the addenda in writing to MIDENO.

9.3 In order to give sufficient time to take account of the addendum in the preparation of their offers, MIDENO may postpone as is necessary, the deadline for the submission of offers, in accordance with the provisions of **Article 23.3 of the General Regulations of the invitation to tender.**

C) Preparation of Offers

Article 10: Tender fees

The candidates shall bear the costs related to the preparation and presentation of his offer and MIDENO shall in no case be responsible for these costs nor pay them whatever the evolution or outcome of the invitation to tender procedure.

Article 11: Language of Offer

11.1 The offer as well as any correspondence and all documents concerning the offer exchanged between the bidder and MIDENO shall be drafted in **English or French**. Complementary documents and the forms provided by the bidder shall be drafted in either language on condition that a precise translation into either English or French of the passages concerning the offer is included: in which case for reasons of interpretation, the translation shall be considered to be authentic.

Article 12: Constituent documents of the offer

12.1 The offer presented by the bidder shall include the documents detailed in the Special Regulations of the invitation to tender, duly filled and put together in three (3) volumes:

a) Volume 1: Administrative file

It includes

i) All documents attesting that the bidder:

- Has subscribed to all declarations provided for by the laws and regulations in force;
- Paid all taxes, duties, contributions, fees or deductions of whatever nature;
- Is not winding up or bankrupt;
- Is not the subject of an exclusion order or forfeiture provided for by the law in force

- ii) The bid bond established in accordance with the provisions of **Article 19 of the General Regulations of the invitation to tender**
- iii) The written confirmation empowering the signatory of the offer committing the bidder, in accordance with the provisions of **Article 6.1 of the General Regulations of invitation to tender**.

b) Volume 2: Technical Offer

b.1 information on qualifications

The Special Regulations of the invitation to tender specifies the documents to be furnished by the bidders attesting to the qualification to bid in accordance with **Articles 6(1) of the General Regulations**.

b.2 Methodology of Technical Proposal

The Special Regulations specify the constituent elements of the technical proposals of bidders notably:

- A detailed description of the technical characteristics, performance, marks, models and references of the materials proposed including technical prospectuses in accordance with **Article 17 of the General Regulations**;
- The calendar, schedule and delivery deadline.

b.3 Proof of acceptance of conditions of the contract

The bidder shall submit duly initialed copies of administrative and technical documents relating to the contract, namely:

- The Special Administrative Conditions (SAC);
- Technical specifications

c) Volume 3: Financial Offer

The Special Conditions specify the elements that will help in justifying the cost of the services, namely:

- The signed and dated original offer prepared according to the attached model, stamped at the prevailing rate.
- The duly filled schedule of Unit Prices
- The duly filled detailed estimates;
- The sub-details of prices and/or breakdown of all-in prices

To this effect, bidders should use the model documents and forms provided for in the Tender File, subject to the provisions of article 19(2) of the General Regulations of the invitation to tender concerning the other possible forms of bid bonds.

12.2 If in accordance with the provisions of the Special Regulations of invitation to tender, the bidders present offers for several lots of the same invitation to tender, they could indicate rebates offered in case of award of more than one lot

Article 13: Offer Price

13.1 Prices shall be indicated as required in the model Price Schedules and sub-details of prices as furnished in the annex.

In indicating the price, the supplier is free to turn to a transporter and to obtain insurance services from any country, subject to the conditions of eligibility attached to the financing agreement.

Prices proposed in the forms of sub-details of prices for supplies and ancillary services shall be presented in the following manner:

Prices of supplies ex-works (exit from factory, manufacturing, exhibition hall, warehouse or sales room as the case may be) including all the custom duties, sales tax or other taxes to be paid on the components or raw materials used in manufacturing or assembling of supplies;

Sales and other taxes collected on the supplies which will be due if the contract is awarded.

The price of domestic transportation, insurance and other local services related to the delivery of the supplies up to their final destination (project site) specified in the Special Regulations of the invitation to tender.

13.2 The Prices offered by the bidder should be firm during the duration of the execution of the contract and should no way in any manner vary, except there is a contrary provision in the Special Regulations. Except otherwise stated in the Special Administrative Conditions, an offer including a price revision clause will be considered as not being in conformity and set aside, in accordance with article 29(3) of the General Regulations.

13.3 In the case where the invitation to tender has several lots, the prices indicated should correspond to the total of the articles of each lot and the total quantity indicated for each article. Bidders wishing to offer a rebate in the case of the award of more than one contract will specify the rebates applicable on each group of lots or each contract of the group of lots, on condition that all the offers are submitted and opened at the same time.

Article 14: Currency of offer

14.1 Prices will be drawn in the CFA Francs

Article 15: Documents attesting to the Eligibility of the bidder

The bidder will furnish as full part of his offer, documents attesting that he meets the conditions of the provisions of **Article 4 of the General Regulations**.

Article 16: Documents attesting to the admissibility of supplies

16.1 In application of the provisions of **Article 5 of the General Regulations**, the bidder will furnish as a full part of his offer, documents attesting that all the supplies and services which he proposes to furnish in execution of the contract meet the criteria of origin.

16.2 These documents will consist of a declaration of country of origin of the supplies and services proposed in the schedule of prices, declaration to be confirmed by a certificate of origin at the time of shipment.

Article 17: Documents attesting to the conformity of supplies

17.1 To establish the conformity of supplies and ancillary services of the Tender File, the bidder shall, within the scope of his offer, provide written proofs that the supplies conform to the technical specifications and standards mentioned in the supplies specifications.

17.2 These proofs may take the form of prospectus, drawings or data and include a detail description of the main technical and performance characteristics of the supplies and ancillary services, demonstrating that they essentially correspond to the specifications and, where need be, a list of differences and reservations in relation to the provisions of the supplies Specifications.

17.3 The bidder shall also provide a list giving all the details, including the available sources of supply and the current prices of spare parts, special tools, etc necessary for the proper and continuous functioning of the supplies from the start of their use by MIDENO and during the period specified in the Special Regulations

17.4 The standards which apply to the execution methods, manufacturing processes, equipment and materials as well as references to trademarks or catalogue numbers specified by MIDENO in the quantity schedules, delivery calendar and technical specifications are mentioned only for information and in no way have a restrictive character.

The bidder may substitute them with other quality standards, trademarks and/ or other catalogue numbers provided that he establishes to the satisfaction of MIDENO that the standards, marks and numbers thus substituted are substantially equivalent or superior to the specifications of the schedule of prices and technical specifications.

Article 18: Documents attesting to the bidder's qualification

Documents attesting that the bidder is qualified to execute the contract if his offer is accepted shall establish to the satisfaction of MIDENO that:

- In the case where the bidder offers to deliver in execution of the contract, supplies which moreover he does not manufacture or produce, the said bidder is duly authorized by the manufacturer of these supplies to deliver them in Cameroon;
- The bidder has the financial, technical and production capacity necessary to execute the contract

- In the case where the bidder has no operations in Cameroon, he is or shall (if he is awarded the contract) be represented by an Agent endowed with the expected means and capacity to ensure the tasks of maintenance, repairs and stocking of spare parts corresponding to the obligations mentioned in the Special Administrative Conditions and/or technical specifications; and
- The supplier has pertinent experience similar to that provided for in the Tender File.

Article 19: Bid Bond

19.1 In application of **Article 12 of the General Regulations**, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which shall become a full part of his offer.

19.2 The bid bond must conform to the model presented in the Tender File; other models may be authorized subject to the prior approval of MIDENO. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of offers or any other validity time-limit requested by MIDENO and accepted by the bidder, in accordance with **Article 20(2) of the General Regulations**.

19.3 Any offer without an acceptable bid bond shall be rejected by MIDENO as not being in conformity. The bid bond of associated enterprises must be established in the name of the representative submitting the offer and should mention each member of the associated grouping.

19.4 The bid bond of bidders who are not retained shall be returned within fifteen (15) days after the publication of the award result.

19.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnish the required final bond.

19.6 The bid bond may be seized:

a) If the Bidder:

Withdraws his offer during the time-limit which he specifies in his offer; or

Does not accept the correction of errors in application of **Article 32 of the General Regulations**; or

b) If the bidder retained:

Defaults in his obligation to sign the contract in application of **Article 39 of the General Regulations**; or

Defaults in his obligation to furnish the final bond in application of **Article 40 of the General Regulations of the invitation to tender**.

Article 20: Validity of offers

20.1 Offers must remain valid during the period stated in the Special Regulations from the date of submission of the offers set by MIDENO in application of **Article 23 of the General Regulations**. An offer valid for a shorter period shall be rejected by MIDENO as not being in conformity.

20.2 Under exceptional circumstances, MIDENO may request the consent of the bidder for the prolongation of the validity time-limit. The request and the responses that will be given shall be in writing (or by telecopy). The validity of the bid bond provided for in article 19 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his offer without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his offer nor be authorized to do so.

20.3 Where the contract does not include a price revision clause and that the period of validity of offers is extended for more than sixty (60) days, the amount payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that MIDENO shall address to the bidders. MIDENO's request shall include a form of price revision. The updating period shall run from the date of notification of the contract or the Administrative Order for the start of the execution of services by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation.

Article 21: Form and signature of the offer

21.1 The bidder shall prepare an original of the constituent documents described in **Article 12 of the General Regulations** in a volume clearly indicated "ORIGINAL". In addition, the bidder shall submit the number required in the General Regulations, bearing "COPY". In case of discrepancy, the original shall be considered as authentic.

21.2 The original and copies of the offer must be typed or written in indelible ink (Photocopies shall be accepted in case of copies) and must be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6 (1a) or 6 (2a) of the General Regulations, as the case may be. All the pages of the offer containing alterations or changes must be initialed by the signatory (ies) of the offer.

21.3 The offer shall bear no modification, suppression or alteration, unless such corrections are initialed by the signatory (ies) of the offer.

D) Submission of offers

Article 22: Sealing and Marking of offers

22.1 The Bidder shall place the original and each of the copies of the offer in separate and sealed envelopes bearing the inscription "ORIGINAL" and "COPY", as the case may be. These envelopes should then be placed in another envelope which should equally be sealed.

22.2 The external and internal envelopes:

Should be addressed to The Director General, MIDENO, P.O. Box 442, Bamenda

Should bear the name of the Project as well as the Subject number of the invitation of tender and the statement "TO BE OPENED ONLY DURING THE BID-OPENING SESSION"

22.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable MIDENO return the sealed offer if it is not opened.

22.4 If the external envelopes are not sealed and marked as indicated in **Article 22(2)** above, MIDENO shall not be responsible if the offer is misplaced or opened prematurely.

Article 23: Date and time limit for Submission of offers

23.1 The offers must be received by MIDENO at the address specified above not later *than 3rd March 2021 at 11:00 am prompt local time.*

23.2 MIDENO may, at its discretion, postpone the deadline set for the submission of the offers by publishing an addendum in accordance with the provisions of article 9 of the General Regulations. In this case, all the rights and obligations of MIDENO and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 24: Late offers

Any offer received by MIDENO beyond the deadline for the submission of offers set by MIDENO in application of **Article 23 of the General Regulations** shall be declared late and rejected.

Article 25: Modification, substitution and Withdrawal of offers

25.1 A Bidder may modify, replace or withdraw his offer after submitting it, on condition that the written notification of the modification or withdrawal is received by MIDENO prior to end of the time limit prescribed for the submission of the offers. The said notification must be signed by an authorized representative in application of **Article 21(2) of the General Regulations**. The modification or the corresponding replacement offer must be attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENT OFFER" or "MODIFICATION"

25.2 The notification of modification, replacement or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of **Article 22 of the General Regulations**. The withdrawal may equally be notified by telephone but should in this case be confirmed by a duly signed written notification and whose date, post mark being authentic, shall not be posterior to the time limit set for the submission of offers.

25.3 Offers being requested to be withdrawn in application of **Article 25(1)** shall be returned unopened.

25.4 No offer may be withdrawn in the interval between the deadline set for the submission of offers and the expiry of the validity period of the offers set in the model offer. The withdrawal of an offer by a bidder during the interval may lead to the confiscation of the bid bond in accordance with the provisions of article 19(6) of the General Regulations.

E) Opening of envelopes and Evaluation of offers

Article 26: Opening of envelopes and petitions

26.1 The competent Tenders Board proceeds to open the envelopes in the presence of the representatives of bidders who wish to attend and who have a perfect mastery of the file at the date, time and address specified in the Special Regulations. Representatives of bidders present shall sign a register attesting to their presence.

26.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding offer shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement offer" are opened and announced to the hearing of everyone and the new corresponding offer substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the offer shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding offer. The modification of the offer shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only offers which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

26.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered including any rebates (in case of opening of financial offers) and any variant, where necessary, the existence of a guarantee of the offer if it is required and any other details which the Project Owner deems useful to be mentioned. Only rebates and variants of offers announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

26.4 Offers (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.

26.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of offers, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.

26.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialed copy of the offers presented by bidders.

26.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public contracts, the Project Owner or Delegated Project Owner.

It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.

The Independent Observer attaches to his report the sheet that was handed to him, including any related commentaries or observations.

Article 27: Confidential nature of the procedure

27.1: No information relating to the examination, evaluation, comparison of offers and verification of the qualification of bidders and the contract award recommendation shall be given to bidders or to any other person concerned with the said procedure as long as the contract award has not been made public.

27.2: Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of the bids or the Project Owner in his award decision may cause the rejection of his offer.

27.3: Notwithstanding the provisions of article 27(2), between the opening of envelopes and the award of the contract, if a bidder wishes to enter into contact with the Project Owner for reasons having to do with his offer, he should do so in writing.

Article 28: Clarifications on the offers and contact with the Project Owner

28.1. To ease the examination, evaluation and comparison of offers, the Tenders Board may, if it desires, request any bidder to give clarifications on his offer. This request for clarification and the response given are formulated in writing but no change on the amount or content of the offer is sought, offered or authorized, except it is necessary to confirm the corrector of calculation errors discovered by the Evaluation sub-committee during the evaluation in accordance with the provisions of article 32 of the General Regulations.

28.2. Subject to the provisions of paragraph 1 above bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their offers, between the opening of envelopes and the award of the contract.

Article 29: Conformity of offers

29.1: The Evaluation sub-committee shall carry out a detailed examination of offers to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the offers are in proper order.

29.2: The Evaluation Subcommittee shall determine if the offer is essentially in conformity with the conditions fixed in the tender file based on the contents without recourse to external elements of proof.

29.3: An offer that conforms to the tender file shall essentially be an offer that respects all the terms, conditions and specifications of the tender file without substantial divergence or reservations. A substantial divergence or reservations is that

- a. Which substantially limits the scope, quality or performance of the supplies and ancillary services specified in the contract.
- b. Which substantially limits and is not in conformity with the Tender File, the rights of the Project Owner or the obligations of the bidder in relation to the contract; or
- c. whose acceptance would be prejudicial to other bidders who presented offers that essentially conformed with the Tender File.

29.4: If an offer is essentially not in conformity it shall be rejected by the competent Tenders Board and be treated as such.

29.5: The Project Owner reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variance and other factors which are beyond the requirements of the tender file shall not be considered during the evaluation of offers.

Article 30: Evaluation of Technical Offer

30.1: The evaluation subcommittee shall examine the offer to confirm that all the conditions fixed in the special regulations and special administrative conditions were accepted by the bidder without substantial difference or reservation.

30.2: The Subcommittee shall evaluate the technical aspects of the offer presented in accordance with **Article 17 of the General Regulations** in order to ensure that all the stipulations of the schedule of prices, delivery calendar, and supplies specifications (technical specifications, plans, inspections and trials) are respected without substantial difference or reservation.

30.3: If after the examination of the terms and conditions of the invitation to tender and the technical evaluation, the evaluation subcommittee establishes that the offer does not essentially conform in application of article 29 of the General Regulations, it will propose to the tenders board that the said offer be set aside.

Article 31: Qualification of the Bidder

The Evaluation sub-committee shall ensure that the bidder retained for having submitted the offer that substantially conformed to the provisions of the Tender file, meets the qualification criteria stipulated in **Article 6 of the Special Regulations**. It is essential to avoid arbitrariness in determining qualification.

Article 32: Correction of errors

32.1: The Evaluation sub-committee shall verify the offers considered essentially in conformity with the Tender File to rectify the possible calculation errors. The sub-committee shall rectify the errors in the following manner:

- a. If there is a contradiction between the unit price and the total obtained by multiplying the unit price by the quantities, the unit price shall be authentic and the total price shall be corrected, unless, according to the Evaluation sub-committee, the decimal point of the unit price is manifestly badly placed. In which case the total price indicated shall prevail and the unit price corrected.
- b. If the total obtained by the addition or subtraction of sub totals is not exact, the sub totals shall be authentic and the total corrected;
- c. If there is a contradiction between the indicated price in letters and figures, the amount in letters shall be authentic, unless the amount is linked to an arithmetical error, in which case the amount in figures shall prevail subject to paragraphs a) and b) above.

32.2: The amount featuring in the offer shall be corrected by the Evaluation sub-committee in accordance with the error

correction procedure referred to above and with the conformation of the bidder, the said amount shall be considered to commit him.

32.3. If the bidder who presented the offer assessed as being the lowest bid does not accept the corrections, his offer shall be rejected and his bond may be seized.

Article 33: Evaluation of financial offers

33.1 The Evaluation sub-committee shall proceed to the evaluation and comparison of offers which it had determined essentially met the provisions of the Tender File within the meaning of articles 29, 30 and 31 of the General Regulations.

33.2. For this evaluation the Evaluation sub-committee shall consider the following elements:

- a. the tender price, indicated according to the provisions of clause 13 of the General Regulations;
- b. adjustments made on the price to correct the arithmetical errors in application of paragraph 32 of the General Regulations;
- c. Adjustments made on the price as a result of rebates offered in application of paragraph 13(4) of the General Conditions;

33.3. To evaluate the tender price, the Evaluation sub-committee may equally consider factors other than the tender price indicated, in application of article 13 of the General Conditions, including characteristics, performance of the supplies and ancillary services and purchase conditions.

The factors retained and specified in the Special Regulations, where need be, shall be expressed in monetary terms in a way as to facilitate the comparison of offers.

Article 34: Comparison of offers

The Evaluation sub-committee shall compare all the offers that substantially conform to determine the offer evaluated as the lowest, in application of article 33(4) of the General Regulations.

F. Award of the Jobbing Order

Article 35: Award of the Jobbing Order

35.1. The Contacting Authority shall award the contract to the bidder whose offer was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose offer was evaluated as the lowest by including, where necessary, proposed rebates.

35.2. If the invitation to tender has several lots, the lowest bid shall be determined by evaluating this contract in relation with the other lots to be awarded concurrently, by taking into consideration the rebates offered by the bidders in case of award of more than one lot, as well as their financial burden at the time of award.

Article 36: The right by the Project Owner to declare an invitation to tender unsuccessful or cancel a procedure

The Project Owner reserves the right to cancel a procedure of invitation to tender (after the authorization of the **Authority in charge of Public contracts** where the offers have been opened) or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

Article 37: Right to modify quantities during the award of the contract

During the award of the contract the Project Owner reserves the right to increase or decrease by not more than fifteen per cent (15%), the quantity of the supplies and services initially specified in the Quantity Schedule, without changing the unit prices or other terms and conditions.

Article 38: Notification of the award of the contract

Before the expiry of the validity of the offers set in the Special Regulations, the Project Owner shall notify the successful bidder by telecopy confirmed by registered mail that his offer was retained. This letter will indicate the amount the Project Owner will pay the supplier to execute the contract and the time-limit.

Article 39: Publication of results of award and petitions

39.1. The Project Owner shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the independent Observers report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the offers.

39.2. The Project Owner is bound to communicate the reasons for the rejection of offers of the bidders concerned who so request.

39.3. After publication of the award results, offers that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.

39.4. In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Project Owner or Delegated Project Owner and the chairperson of the Tenders Board.

It must take place within a maximum deadline of five (5) working days after the publication of the results.

Article 40: Signing of the contract

40.1. After publication of the results, the draft contract subscribed by the successful bidder shall be submitted to the Tenders Board (and the competent Specialized Contracts Control Board, where need be) for approval.

40.2. The Project Owner has seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.

40.3. The contract must be notified to the successful bidder within five (5) days of its date of signature.

Article 41: Final Bond

41.1. Within twenty (20) days of the notification by the Project Owner, the contractor shall furnish the Project Owner with a final bond in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.

41.2. The bond may be replaced by a guarantee from a first rate financial institution approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.

41.3. Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.

41.4. Failure to produce the final bond within the prescribed time-limit shall likely cause the termination of the contract

SPECIAL REGULATIONS OF THE INVITATION TO TENDER

The following information concerning the acquisition of supplies should supplement or specify in the clauses of the General Regulations of the invitation to tender. In case of divergence, the following provisions will prevail over the articles of the General Regulations.

| | General |
|-----|--|
| 1. | Definition of supplies: The supply and delivery of improved plantain plantlets |
| 1.1 | Name and Address of Project Owner: The Director General, North West Development Authority (MIDENO) P.O. Box 442, Bamenda: Email: mideonbda@yahoo.com Tel: +237 233361378 REFERENCE OF THE INVITATION TO TENDER: OPEN NATIONAL INVITATION TO TENDER N° ...../ONIT/PULCCA/MIDENO/MITB/13/84/2024 of FOR THE ACQUISITION AND DELIVERY OF FARM INPUTS TO VULNERABLE FARMERS IN THE NORTH WEST REGION WITHIN THE FRAMEWORK OF THE EMERGENCY PROJECT TO COMBAT FOOD CRISIS IN CAMEROON (PULCCA) FOR THE SUPPLY AND DELIVERY OF IMPROVED PLANTAIN PLANTLETS THROUGH EMERGENCY PROCEDURE |
| 1.2 | Delivery schedule of Two (2) months from the date of notification to start delivery |
| 2.1 | Source of Financing: EMERGENCY PROJECT TO COMBAT FOOD CRISIS IN CAMEROON (PULCCA) |
| 4.1 | List of pre-qualified candidates, where applicable: NA |
| 4.2 | Criteria or origin of bidders: <ul style="list-style-type: none"> All National companies/suppliers in Cameroon that fulfill the required criteria specified in the bidding document and have the competence and experience of not less than 5 years in the same or similar supplies. The firm must not be in a situation of conflicting interest as defined in Article 4.2 (b) of the General Regulations of the Invitation to Tender The bidder must not have been excluded from bidding for public contracts by the Competent Authority in charge of Public contracts A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is: <ul style="list-style-type: none"> Legally and financially autonomous Managed according to commercial laws and Not under the direct supervisory authority of MIDENO. |
| 5.1 | Criteria or origin of supply: All specifications submitted must provide clear information as to the |

origin of the items to be supplied

Main Eliminary Criteria

- Non Conformity to technical specifications and standards (prospectuses, photos etc.)
- Absence or insufficient Bid Bond of the specified amount
- Late submission of bids
- False declarations or forged documents
- Under exclusion sanctions from the Authority in Charge of the Regulation of Public Contracts
- Associated directly or indirectly with the conception, preparation of technical specifications and other documents concerned with this tender
- Non-respect of 80% of the essential criteria
- Bids whose outer envelopes leads to the recognition of the bidder

Essential Criteria

- General Presentation of bids (The various parts of the same file separated by colour dividers both in the original and in the copies and Files spirally bounded)
- Specific experience of the firm in the same or similar services for at least 5 years
- Conformity to technical specifications and standards (prospectus, photos etc.)
- Delivery schedule of **Two (2) months**
- Original bids signed by the competent Authority of the firm

6.2

In case of a group of suppliers: Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:

- The offer must include all the information listed in Article 6(1) above.
- The offer and the contract must be signed in a way that it is binding on all members of the group.
- The nature of the group joint or several must be specified and justified with the production of a joint venture agreement in due form
- The member of the group designated as the representative will represent all the undertakings vis -a- vis the Project Owner with regards to the execution of the contract
- In the case of joint co-contracting, the Co-contractors shall share the sums which are paid by the Administration into a single account; on the other hand, each undertaking is paid in its own account by the Administration where it is several co-contracting.

11

language of offer : English or French

12.1

The information on qualification referred to Article 12 of the General Regulations must be supplemented and grouped in three volumes inserted respectively in internal envelopes and detailed as follows:

Envelope A - Volume 1 Administrative file

The Administrative File should contain the following documents:

- The declaration of the intention to tender, stamped with fiscal stamp and signed by the bidder (according to the attached model)
- Certified copy of Certificate of Incorporation not more than 3 months old **OR** Certified copy of Business registration ("Registre de Commerce") or attestation of registration as a Cooperative (for Cooperatives)
- Original copy of Attestation of Non-bankruptcy/Solvency obtainable from the Court not more than three (3) months preceding the date of submission of offers
- Certified copy of Tax Payer's card not more than 3 months old
- Original attestation of Bank Account issued by a first rated bank approved by the Ministry in charge of finance or by a first rate foreign bank not more than 3 months old
- Original attestation of tax conformity in the current financial year obtainable from the Taxation Department and not more than three months old
- A valid location plan, signed, stamped and dated by the bidder not more than 3 months old
- Original CNPS clearance certificate relating to the supplies not more than 3 months old
- Original receipt of payment for bidding document
- Original Certificate of non-exclusion from Public contracts by ARMP relating to the subject of the invitation to tender and not more than 3 months old
- The bid bond of an amount of: **Three million four hundred and forty three thousand seven hundred and fifty (3,443,750) FCFA beyond the validity of the offers**
- The group agreement, where necessary
- The power of attorney, where necessary

In case of group bidding, each member of the group must present a complete administrative file while items 12, 13 and 14 being presented only by the representative of the group in case of group bidding, each member of the group must present a complete administrative file while items 12, 13 and 14 being presented only by the representative of the group.

Envelope B - Volume 2: Technical offer

b.1 Information on qualification

- Full presentation of the firm
- Specific Experience of supplier in same or similar services of not less than 5 years with proofs
- Financial capacity of at least 75% of the estimated amount

b.2 Technical proposals

- Technical specification of supplies in respect of the technical specifications and standards of the supplies in the Tender Document
- Delivery schedule of at most **Two (2) months**

b.3 Proofs of acceptance of conditions of the contract

- Copies of duly initialed Special Administrative Conditions (SAC) and Technical Specifications (TS) signed on the last page by the duly mandated representative of the supplier

Envelope C - Volume 3: Financial offer

- Bid submission letter signed, dated and stamped with fiscal stamp
- Price schedule following models provided in the Tender Document taking into account tax liabilities
- Detail estimates indicating unit prices, sub details of prices and/or breakdown of all-in prices where applicable

N.B The various parts of the same file must obligatorily be separated by colour dividers both in the original and in the copies in a way as to facilitate examination.

Price of the offer

13.1 The price of the Offer shall be quoted only in local currency of: **FCFA**

13.2 The price of the contract shall **NOT** be revisable.

17.3 **Period of functioning of the supplies:**

Delivery Deadline: **Two (2) months**

Preparation and submission of offers

19.1 Amount of the bid bond: **Three million four hundred and forty three thousand seven hundred and fifty (3,443,750) FCFA**

Period of validity of offers

20.1 The period of validity of offers is **Thirty (30) days** from the date of submission of offers

22.1 The number of copies of the offer which must be filled and sent: **One (1) Original and six (6) copies**

22.2 **Name and Address of Project Owner:**

The Director General, North West Development Authority (MIDENO)

P.O. Box 442, Bamenda:

Email: mideonbda@yahoo.com

Tel: **+237 33 36 13 78**

Reference of the invitation to tender: OPEN NATIONAL INVITATION TO TENDER N° /ONIT /PULCCA/MIDENO / MITB/13/84/2024 OF FOR THE ACQUISITION AND DELIVERY OF FARM INPUTS TO VULNERABLE FARMERS IN THE NORTH WEST REGION WITHIN THE FRAMEWORK OF THE EMERGENCY PROJECT TO COMBAT FOOD CRISIS IN CAMEROON (PULCCA) FOR THE SUPPLY AND DELIVERY OF IMPROVED PLANTAIN PLANTLETS THROUGH EMERGENCY PROCEDURE

| | |
|-----------------------|--|
| 23.1 | Date and time-limit for submission of bids: Bids must be submitted latest prompt |
| 26.1 | Venue, date and time of opening of bids: Bids shall be opened in the MIDENO conference Hall located in the MIDENO Project management office, situated along Ayaba Street, opposite Mansfield plaza Hotel on the at 11: 00 am prompt local time |
| Award of the contract | |
| 43.1 and 43.2 | A final bond of 5% of the total amount of the contract all taxes inclusive shall be furnished by the successful bidder within 20 days of the notification of the contract and presented in the form indicated in the Tender document |

CONTENT

| | |
|---|--|
| Chapter : General | |
| Article 1: Subject of the tender | |
| Article 2: Award procedure | |
| Article 3: Definitions and duties (article 2 of GAC supplemented) | |
| Article 4: Applicable language, law and regulations | |
| Article 5: Standards (article 3 of GAC supplemented) | |
| Article 6: Constituent documents of the contract (article 9 of GAC) | |
| Article 7: General applicable instruments | |
| Article 8: Communication (article 6 of GAC supplemented) | |
| Article 9: Administrative Orders (article 8 of GAC) | |
| Article 10: Supplier's material and personnel | |
| Chapter II: Financial Clauses | |
| Article 11: Guarantees and bonds (articles 21 and 40 of GAC) | |
| Article 12: Amount of the Jobbing Order | |
| Article 13: Place of payment | |
| Article 14: Price variation (article 17 of GAC) | |
| Article 15: Price revision formula (article 18 of GAC) | |
| Article 16: Price updating formula (article 18 of GAC) | |
| Article 17: Advances (article 21 of GAC) | |
| Article 18: Payment (article 19 supplemented) | |
| Article 19: Interest on overdue payments (article 20 of GAC) | |
| Article 20: Penalties for delay (article 34 of GAC supplemented) | |
| Article 21: Tax and customs schedule (article 10 of GAC) | |

| | |
|---|--|
| Article 22: Stamp duty and registration of contracts (article 11 of GAC)..... | |
| Chapter III: Execution of Services | |
| Article 23: Patent rights (GAC supplemented)..... | |
| Article 24: Place of delivery and deadline (articles 31 and 33(1) of GAC)..... | |
| Article 25: Role and responsibility of supplier (GAC supplemented)..... | |
| Article 26: Transport and insurance (articles 31 of GAC)..... | |
| Article 27: Trials and related services (Article 28)..... | |
| Article 28: sales service and consumables (articles 14 of GAC)..... | |
| Chapter IV: Acceptance | |
| Article 29: Documents to be furnished before the technical acceptance (article 41 of GAC supplemented)..... | |
| Article 30: Provisional acceptance (articles 40 and 41 GAC) | |
| Article 31: Documents to be furnished after provisional acceptance (article 40 of GAC supplemented)..... | |
| Article 32: Guarantee deadline (article 40 of GAC supplemented)..... | |
| Article 33: Final acceptance (article 48 of GAC)..... | |
| Chapter V: Miscellaneous Provisions | |
| Article 34: Termination of the contract (article 57 of GAC)..... | |
| Article 35: Case of force majeure (article 56 of GAC)..... | |
| Article 36: Differences and disputes (article 61 of GAC) Article 37..... | |
| Article 37: Drafting and dissemination of this contract | |
| Article 38: and last; Entry into force of the contract..... | |

CHAPTER I: GENERAL

Article 1: Subject of the tender

The subject of this tender is to supply and deliver farm inputs to vulnerable farmers in the North West Region within the framework of the emergency project to combat food crisis in Cameroon (PULCCA) through emergency procedure according to the characteristics defined in the technical specifications and the quantities defined.

Article 2: Award Procedure

The Contracts shall be awarded through an Open National Invitation to Tender, a single phase bid opening procedure and on the basis of least cost selection after ascertaining the bidder with the most technical capacity to carry out the supplies

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

1. General definitions

- The **Project Owner** shall be **The Director General, North West Development Authority**. 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 **Procurement Officer – MIDENO**. He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.
- The **Contract Engineer** shall be a representative from the **Divisional Delegation of Agriculture and Rural Development (MINADER) Mezam** who shall ensure that the inputs in terms of quality and quantity supplied are in conformity with the technical specifications
- The **Project Engineer** shall be the **Agronomist – MIDENO**. She shall work hand in gloves with the Contract Engineer in ensuring that the inputs in terms of quality and quantity supplied are in conformity with the technical specifications
- The **Supplier** shall be the Enterprise/firm to whom the contract shall be awarded by **The Director General, North West Development Authority**.

2 Security

- The Authority in charge of ordering payment shall be : **The Director General, MIDENO**
- The Authority in charge of the clearance of expenditures shall be **The Director of Administration and Finance (DAF) - MIDENO**
- The official competent to furnish information within the context of the execution of this contract shall be **Project Owner**

3. Duties of the Contract Engineer shall include the following:

- ↓ **Ascertain the quality of the inputs supplied**
- ↓ **Ensure product supplied respect the technical specifications and standards of the Call for Tender**
- ↓ **Secretary of the technical reception committee**
- ↓ **Secretary of the provisional and final Reception committees**

Article 4: Language, applicable law and regulation

1. The language to be used shall be English or French

2. The supplier shall be bound to respect the law, regulations and ordinances in force in the Republic of Cameroon both within his own organization and in the execution of the contract.

If in Cameroon the regulations, laws and administrative and fiscal measures in force at the date of signature of this contract are amended after the signature of the contract, the possible direct resulting costs shall be taken into account without gain or loss for either party.

Article 5: Standards (Article 3 of GAC supplemented)

The supplies done in execution of this contract shall be in conformity with the standards laid down in the Special Technical Conditions and where no standard is mentioned, to the authoritative standard on the issue and applicable in

Cameroon, this standard shall be the most recent standard approved by the competent Authority. The supplier shall study, execute and guarantee the supplies and services by taking into consideration the best practice in Cameroon for operations of similar technology.

Article 6: Constituent documents of the contract (Article 7 of GAC)

The constituent contractual documents of this contract are in order of priority

- The tender notice
- The General Regulations of the invitation to tender
- The Special Regulations of the invitation to tender
- The Special Administrative Conditions
- The description of the supplies which includes the list of supplies, ancillary services and technical specification
- The Tender or commitment letter
- The suppliers tender and its annexes in all provisions not contrary to the Special Administrative Conditions (SAC) and the Special Technical Conditions (STC) referred to above;
- The framework of Unit Price Schedule, detailed estimates and sub-details of unit prices
- The draft Contract;
- The General Administrative Conditions (GAC) applicable to supplies contracts as put in force by Order No. 033/CAB/PM of 13 February 2007
- The General Technical Conditions applicable to supplies forming the subject of the contract
- Decree No 2018/366 of 20th June 2018 revising the Public Contracts Code

Article 7: General instruments in force

1. The Finance law No 2023/019 of 19th December 2023 for the 2024 financial year.
2. Circular N° 00000026/C/MNFI of 29th December 2023 bearing on the instructions relating to the execution of the Finance Laws, the monitoring and control of the execution of the budget of the State and other public entities for the 2024 fiscal year;
3. Decree N° 2018/366 of 20th June 2018 revising the Public Contracts Code;
4. Decree N° 2012/074 of 8th March 2012 relating to the setting up, organization and functioning of Tenders Boards;
5. Decree N° 2012/075 of 8th March 2012 on the organization of the Ministry of Public Contracts;
6. Decree N° 2012/076 of 8th March 2012 amending and supplementing some provisions of Decree No 2001/048 of 23rd February 2001 on the creation, the organization and functioning of the Public Contracts Regulatory Agency;
7. Decree N° 2013/271 of 5th August 2013 amending and supplementing some provisions of Decree No 2012/074 of 8th March 2012 on the creation, the organization and functioning of the Public Contracts Tender Boards;
8. Decree N° 2003/651/PM of 16 April 2003 laying down the procedures for the application of tax and customs regime of public contracts;
9. Circular Letter N° 003/CAB/PM of 18th April 2008 on the enforcement of rules governing the procurement, execution and control of public contracts;
10. Circular N° 0001/CAB/PR of 19th June 2012 on the procurement and control of the execution of public contracts;
11. Circular Letter N° 002/CAB/PM of 31st January 2011 on the improvement of the performance of the public contracts system;
12. Circular N° 003/CAB/PM of 31st January 2011 laying down procedures for changes in management of economic conditions of Public Contracts;
13. Texts governing the domain; Section G of the 2020 Tax Code, section 122 bearing on incentives for the agricultural sector;
14. Standard norms;

Article 8: Communication (Article 6 of GAC supplemented)

1. All notifications and written communication within the framework of this contract shall be sent to the following address:
THE DIRECTOR GENERAL, NORTH WEST DEVELOPMENT AUTHORITY (MIDENO), P.O. BOX 442, BAMENDA;
EMAIL: midenobda@yahoo.com

a. In the case where the contractor is the addressee: beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the **Project Owner** and immediately after delivery of the supplies, correspondences shall be validly addressed to the: **THE DIRECTOR GENERAL, NORTH WEST DEVELOPMENT AUTHORITY (MIDENO), P.O. BOX 442, BAMENDA; EMAIL: midenobda@yahoo.com**

b. In the case where the **Project Owner** is the addressee:

M.....[to be specified] with a copy addressed to the Contract Manager and Contract Engineer, where need be.

The contractor shall address all written notifications or correspondences to the **Project Owner** with a copy to the Contract Engineer and Contract Manager

Article 9: Administrative Orders (Article 8 of GAC)

[Specify here the functioning of Administrative Orders]

1. The Administrative Order to start execution shall be signed by the **Project Owner** and notified by the **Contract Engineer**

2. Administrative Orders with financial incidence likely to modify the time-limits shall be signed by **Project Owner** and notified by the **Contract Engineer**

3. Administrative Orders of a technical nature linked to the normal progress of the supply and without financial incidence shall be signed directly by **Project Owner** and notified by the **Contract Engineer**

4. Administrative Orders serving as warnings shall be signed by the **Project Owner**.

5. The supplier has a time-limit of fifteen (15) days to issue reservations on any Administrative Orders received. Having reservations shall not free the enterprise of executing the Administrative Orders received.

Article 10: Supplier's equipment and staff

1. Any modification, even partial, made to the technical offer shall only occur after the written approval of the **Project Owner**

CHAPTER II: FINANCIAL CONDITIONS

Article 11: Guarantees and securities

11.1. Final bond

The final bond shall be set at **5%** of the amount of the contract, inclusive of VAT

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

11.2. Performance bond

- Not applicable

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

11.3. Guarantee of start-off advance: Not applicable

Article 12: Amount of the Jobbing Order

The amount of this contract as it emerges from the attached [detail or estimates] is.....**NA...** (in figures)....**NA.....**(in letters) CFA francs inclusive of All taxes; that is:

- Amount exclusive of VAT...NA.... (NA)....CFAF
- Amount of VAT: 19.25% of total contract amount

The amount of the contract calculated under the conditions laid down in article 19 of the GAC, results from the application to the amount exclusive of the VAT plus the Value Added Tax (VAT).

Article 13: Place of payment

13.1 In return for the payments to be done by the Project Owner to the supplier under the conditions laid down in the contract, the supplier is bound by these provisions to execute the contract in accordance with the provisions of the contract.

13.2. Payments shall be made into an account opened in the name of the supplier in a bank in Cameroon.

Article 14: Price variation (Article 17 of GAC)

14.1. Prices shall be firm/fixed

Article 15: Price revision formulae (article 18 of GAC)

Not applicable

Article 16: Price updating formulae (article 18 of GAC)

Not applicable

Article 17: Advances (article 21 of GAC)

17.1. The Project Owner shall not grant a start-off advance.

17.2. The time-limit for payment of the start-off advance: Not applicable

Article 18: Payment (Article 19 of GAC supplemented)

18.1. Payment conditions:

Payments in this contract shall be

- 100% payment after delivery and acceptance of the improved plantain plantlets
- The Project Owner shall within 30 days of provisional and final reception of the products ensure that the supplier is paid following an official request from the supplier accompanied by a bill and updated administrative documents
- Taxes shall be deducted at source by the Project Owner

Article 19: Interest on overdue payments (Article 20 of GAC)

Possible interests on overdue payments shall be paid by statement of sums due in accordance with Article 88 of Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

Article 20: Penalties for delays (Article 34 of GAC supplemented)

20.1. 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 one thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day

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

Article 21: Tax and customs regulations (article 10 of GAC)

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

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

These elements must be included in the costs which the undertaking imputes on its running costs and constitute one of the elements of the sub-details of prices exclusive of taxes.

All taxes inclusive prices means VAT included.

Article 22: Stamp duty and registration of contracts (Article 11 of GAC)

Seven (7) original copies of the contract will be registered by and at the cost of the contractor, in accordance with the applicable regulations.

CHAPTER III: EXECUTION OF THE SERVICES

Article 23: Patent Rights (GAC supplemented): NA.

Article 24: Place and delivery deadline (articles 31 and 33(1) of GAC)

24.1. The place of delivery shall be as indicated on the table below:

| Description | Place of Delivery |
|--|--------------------------------------|
| Supply and delivery of improved plantain plantlets | Mezam, Momo and Ngoketunja Divisions |

24.2. The delivery deadline of the services forming the subject of this contract shall be: **Two (2) months from the date of notification to start the supplies.**

24.3. This deadline shall run from the date of notification of the Administrative Order to start execution.

Article 25: Role and responsibilities of the supplier (GAC supplemented)

The mission of the supplier shall be to ensure the supply of goods as described in the Special Technical Conditions under the control of the **Contract Engineer** and in conformity with this contract and the applicable rules and standards.

Article 26: Transport and Insurance (article 31 of GAC)

26.1. Packaging for transportation

The supplier must take all the necessary measures so that the supplies proposed are protected by carefully packaging appropriate for maritime, air, rail or road transport. The supplier must take all measures to repair the possible damages caused during transportation up to the place of delivery.

26.2. Insurance

All types of risk during the transportation up to the place of delivery must be covered by insurance subscribed by the supplier.

Article 27: Trials and related services (Article 28 of GAC) : NA

Article 28: After-sales service and consumables (article 14 of GAC): NA

CHAPTER IV: ACCEPTANCE

Article 29: Documents to be furnished prior to the technical acceptance (Article 41 of GAC supplemented): NA

Article 30: Provisional acceptance (Articles 40 and 41 of GAC)

Prior to the provisional acceptance requested in writing to the Project Owner and copying the Contract Manager and Engineer, a technical reception is organized before the provisional acceptance.

30.1. The Acceptance Commission shall comprise the following **statutory members**;

1. The Project Owner or his representative: Chairperson;
2. The Contract Manager: member
3. Contract Engineer; Secretary
4. Project Engineer, Assistant Secretary
4. Representative of MINMAP (As Observer)
5. The Stores Accountant
6. Supplier/His Representative
7. Any other personality deemed fit by the Project Owner due to his/her expertise

The supplier takes part in the acceptance as an observer. His absence is equivalent to acceptance without reservation of the conclusion of the Acceptance Commission.

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

The visit for provisional acceptance shall be the subject of minutes of provisional acceptance-signed on the spot by all the members of the Commission.

30.3. Partial acceptance is applicable upon request by the supplier and after authorization by MINMAP

30.4. The guarantee period commences from the date of signature of the provisional reception by the acceptance committee.

Article 31: Documents to furnish after provisional acceptance (article 40 of GAC supplemented)

The following documents are to be furnished by the supplier within a time-limit of 30 days after provisional acceptance:

- Copy of the supplier's bill describing the supplies indicating their quantities, prices and total amount.
- Administrative documents
- A copy of the original Contract document signed with MIDENO
- A copy of the Original Administrative Order and notification to start delivery
- A copy of the original notification of contract award
- Original technical and provisional reception minutes

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

Article 33: Final Acceptance (Article 48 of GAC)

33.1. Final acceptance shall take place within a maximum deadline of [fifteen (15) days] from the date of expiry of the guarantee.

33.3. The procedure for acceptance shall be the same as in any other services/works.

33.4. The joint signature of the final detailed account by the Project Owner and the supplier shall definitely end the contract

CHAPTER V: SUNDRY CLAUSES

Article 34: Termination of the contract

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 57, 58 and 59 of the GAC especially in cases of:

- Delay in services resulting in penalties of more than 10 % of the amount of the supplies;
- Refusal to repeat poor supplies;
- Default by the supplier;

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

The supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of "Force Majeure".

For the purpose of this contract, "Force Majeure" means an event beyond the control of supplier and not involving their fault or negligence and not foreseeable. Such events may include, but are not restricted to acts of MIDENO in its sovereign capacity, wars or revolution, fires, floods, epidemics and guarantee restrictions.

If a "Force Majeure" situation arises, the supplier shall promptly notify MIDENO in writing of such condition and the causes thereof. Unless otherwise directed by MIDENO in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the "Force Majeure" event.

Article 36: Disagreements and disputes (Article 61 of GAC)

Where no amicable solution can be found for a disagreement, this disagreement is brought before the competent Cameroonian jurisdiction, subject to the following provisions of the **Common law procedures**.

Article 37: Production and dissemination of this contract

Seven (7) copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

Article 38: Entry into force of the contract

This contract shall be final only upon its signature by the Project Owner. It shall enter into force as soon as it is notified to the supplier by the Project Owner.

NORTH WEST DEVELOPMENT AUTHORITY
MISSION DE DÉVELOPPEMENT DU NORD OUEST

P.O Box 442 Bamenda

the.....

Tel: 233 36 13 78

Fax: 233 36 16 61

Email: midenobda@yahoo.com

N°...../MIDENO/B/.....

Website: www.mideno.org



Bamenda,

Terms of Reference (ToR) for the Acquisition and Delivery of Farm Inputs to Vulnerable Farmers in the North West Region within the Framework of the Emergency Project to Combat Food Crisis in Cameroon (PULCCA)

Table of Contents

| | |
|--|-------|
| 1. Background | ..... |
| 1.1 Context and Justification | ..... |
| 1.2 Presentation of PULLCA | ..... |
| 1.3 Presentation of MIDENO/Executing Agency | ..... |
| 2. Objectives of the Terms of Reference | ..... |
| 2.1 Main Objective | ..... |
| 2.2 Specific Objectives | ..... |
| 3. Expected Deliverables | ..... |
| 4. Delivery schedule and Location | ..... |
| 5. Bidding Procedures | ..... |
| 6. Eligibility and Qualification Criteria | ..... |
| 6.1 Eligibility Conditions | ..... |
| 6.2 Qualification Criteria | ..... |
| 7. Evaluation and Award | ..... |
| 8. Anti-Corruption Policy | ..... |

| | |
|---|--|
| 9. Role And Responsibilities | |
| 10. Budget Requirement | |
| 11. Mode of Payment..... | |
| 12. Gender Considerations | |
| 13. Submission of Bids..... | |

1. Background

1.1 Context and Justification

The context of implementation of this project is characterized by a number of factors. Cameroon is a lower-middle income country with significant economic growth potential which it has not fully capitalized on. The country represents 45 percent of the Gross Domestic Product (GDP) of the Central African Economic and Monetary Community (CEMAC, Communauté économique et monétaire de l'Afrique centrale), but is heavily commodity and oil dependent. The fiscal revenues and export earnings generated by the oil industry are acutely vulnerable to global commodity price risk. Serious development challenges that limit the country's growth-potential include high risk of debt distress, incomplete implementation of fiscal reforms, climate change, and ongoing conflict in parts of the country.

Secondly, with the onset of COVID-19, the government-imposed containment measures became a contributing factor in job loss and increased vulnerability. However, just coming out of the COVID 19 pandemic crisis, supply chain issues and overall financial conditions have steepened the slowdown in economic growth experienced by Cameroon. Geopolitical conflicts like the Russia-Ukraine war have led to soaring prices and volatility in energy and grain markets causing financial and economic pains to many countries. This conflict has led to significant increase in agricultural commodity prices, which is exacerbating food insecurity and poverty in the rural areas. The prices of agricultural inputs and commodities and fuel are surging. This increase in prices is more pronounced for farm inputs like fertilizers, energy and wheat products. This situation in the NWR is compounded by the ongoing sociopolitical crisis in the North West and South West Regions and have had very serious consequences on food security and livelihoods of the poor populations of the Region.

These crises have undermined poverty reduction, created new pressures on natural resources in the Region and reduced both availability and affordability of food. The poverty map set up by the Government of Cameroon (GoC) in 2019 showed an increase in poverty in the Far North, Northwest, and Southwest regions since 2014. The poverty rate for these regions was 77 percent, 57 percent, and 21 percent respectively in 2019. Amidst these challenges, fears surrounding food shortage and security remain high, heightening the risk of continuing social unrest in the Region. Elsewhere, Climate change is a critical force

weakening Cameroon's economic outlook and is the primary driver of food insecurity. The Region is facing a surge in extreme weather like erratic rainfall causing floods and droughts, high temperatures and violent winds.

Within this backdrop, the Government of Cameroon has put in place several measures to overcome these challenges. One of the measures put in place is the Cameroon Emergency Food Crisis Response Project (PULCCA).

1.2 Presentation of PULCCA

The Goal of the Project is to strengthen food and nutrition security and increase resilience to climate shocks of targeted households and producers. The aim of the project is to contribute to mitigating short-term impacts of food and nutrition insecurity in targeted areas, while simultaneously building long-term economic, climate, and community resilience. The project will target crisis affected (IPC3+) communities in the Far North, North, **North West**, Southwest, Adamawa, and East regions. The following key indicators will be used to track progress towards the achievement of the goal of the project. (i) share of households with Food Consumption Score (FCS) >35 or considered acceptable, (percentage); (ii) farmers reached with agricultural assets or services, disaggregated by gender (Corporate Results Indicator (CRI), number); and (iii) beneficiaries accessing market information and climate advisories via digital tools, disaggregated by gender (number). The Project is made up of five components, namely: -

- Component 1: Support for early response food and nutrition stabilization towards early recovery and resilience building (US\$35 million equivalent)
- **Component 2: Strengthening productive capacities of smallholders through crop and livestock support for climate and nutritional resilience (US\$42 million)**
- Component 3: Support for strengthening government food security crisis monitoring capacity, information systems, and agro meteorological services (US\$13 million equivalent)
- Component 4: Project Management, Monitoring and Evaluation (US\$10 million equivalent)
- Component 5: Contingent Emergency Response Component (US\$0 million)

Component 2 of the Project is divided into 2 sub components.

- Sub-component 2.1: Support for food production for farmers and agri-food processors (US\$24.5 million)
- Sub-component 2.2 Support to pastoralists and fishermen, and related processing (US\$17.5 million)

Sub-component 2.1 will contribute to increasing the sustainable productive capacity of 100,000 eligible farming and agri-food processing beneficiaries, 60 percent of whom are women. It will finance the following activities: (i) the provision of inputs such as improved drought resistant seed varieties, fertilizer, and basic tools for primary production; including small scale-irrigation; (ii) supply of post-harvest and value-addition equipment with a focus

on solar powered equipment; and (iii) development of community post-harvest infrastructure like storage facilities.

Reducing post-harvest losses contribute to climate adaptation and mitigation while promoting food security. This sub-component will include technical assistance to promote CSA techniques to strengthen producers' resilience to climate change.

These include optimal use of improved seeds and other inputs, sustainable irrigation and water harvesting, bio-intensive vegetable and fruit farming, and post-harvest management to reduce production/food losses. Much of the investment in this sub- component will support women engaged in communal gardening systems, helping them to meet the needs of their households and the demand for products in local markets – including HGSI in component 1.

Under sub component 2.1 the project will facilitate market access by fostering the capacity of farmers' organizations and cooperatives to aggregate, store, process, add value, and develop businesses that supply local markets and schools (through HGSI). When market supply is insufficient to meet demand, WFP's Global Commodity Management Facility (GCMF) located in Cameroon will purchase cereal and pulses and be careful not to distort local markets. Significant priority will be assigned to identifying and supporting women's groups and networks, targeting their ability to invest in value chains from production to markets.

The project will focus on activities that meet women's specific needs, including organization, finances, administration, harvest management during lean seasons, and determining how to earn a profit in local markets – including some larger markets. Women in Cameroon are less likely to sell their produce in wholesale, large retail, school, and supermarkets, and are less familiar with selling at fair prices to earn profits.

The project will support women to have greater access to bigger markets while increasing profitability. At the same time, the project will support community resilience by promoting the integration of refugee and IDP women in women's cooperatives, to work alongside host community women. **The North West Development Authority (MIDENO) is one of the Executing Agencies of PULCCA with respect to the implementation of Component 2.1, in the North West Region.**

1.3 Presentation of MIDENO/Executing Agency

The North West Development Authority (MIDENO) is an Administrative Public Establishment created in 1981 and placed under the Technical Tutelage of the Ministry in Charge of Agriculture and Rural Development (MINADER). The mandate of MIDENO as the secular arm of the Government in the Region to ensure the socioeconomic transformation of the Region through Supporting, Coordinating and Supervising Agro pastoral and Rural interventions in the Region. More specifically, MIDENO within the framework of her mandate ensures that farmers in the Region have access to improved farm inputs, especially seed and other essential inputs for primary production and post-harvest as well as organizing, structuring and building the capacity of farmers.

MIDENO has signed a Framework Agreement with PULCCA giving responsibility for the implementation of the activities of sub-Component 2.1 of the project in the North West Region to MIDENO from 2023 to 2025 projected to cost cfa 4,354,800,004 francs cumulatively. The North West Development Authority (MIDENO) intends to apply a portion of this financing for eligible payments under this Terms of Reference for the acquisition and distribution of various farm inputs to support primary production in the North West Region of Cameroon.

Objectives of the Terms of Reference

1.4 Main Objective

The main objective of this ToR is to source a **competent and reliable** supplier to acquire and deliver/distribute various farm inputs (improved drought resistant seed varieties, chemical fertilizers, organic fertilizers, pesticides, etc) to vulnerable farmers in the North West Region.

1.5 Specific Objectives

To Supply and distribute 348,000 improved plantain plantlets to 870 vulnerable plantain farmers with at least 60% of them being Women

2. Expected Deliverables

The major deliverables and tasks of the bidder shall be to supply the varieties and quantities of seeds and other inputs as described in Table 1 in compliance with the quality standard requirement.

| Inputs Kit | Quantity of inputs supplied and distributed | Quantity per kit | Number of Beneficiaries | | |
|----------------------------------|---|------------------|-------------------------|--------|-------|
| | | | Male | Female | Total |
| Input kit for Plantain Plantlets | 348,000 plantain plantlets | 400 plantlets | 348 | 522 | 870 |

3. Technical Specifications

| Crop speculation | Input | Technical specification |
|------------------|--------------------|-------------------------|
| Plantain | Plantain plantlets | Giant French |

4. Delivery schedule and Location

| Description of Deliverable | Place of Delivery |
|----------------------------------|---------------------------------------|
| Input kit for Plantain Plantlets | Mezam, Momo and Ngoketunjia Divisions |

Delivery of the above inputs under this ToR is expected latest March 10th, 2024. The type and quantity of the inputs, delivery plan can be finalized on mutual consent of the successful bidder(s) and the MIDENO before the contract is finalized.

5. Bidding Procedures

Bidding will be conducted through National Shopping Procedures in accordance with the guidelines for procurement of goods, services and works provided by the Cameroon Public Contracts Code and other regulations in force. The supply of the inputs described under deliverables will be carried by lotting. Any bidder may submit for not more than three lots. Bidders for any lot must take all the constituents into consideration. However, no single bidder will be awarded more than two lots.

6. Eligibility and Qualification Criteria

6.1 Eligibility Conditions

To be eligible under this bid, all bidders must submit the following administrative documents, each of which must not be more than three months old.

- i. Original attestation of tax conformity
- ii. Original Certificate of Non-Exclusion from Public Contracts by ARMP
- iii. Certified copy of Tax payer's card
- iv. Certified copy of Business Registration (Certificate of incorporation)
- v. Original Copy of attestation of non-bankruptcy/solvency obtained from the court
- vi. Original attestation of Bank Account
- vii. Original CNPS Clearance certificate
- viii. Original copy of receipt for payment of bid document
- ix. Valid location plan, signed, stamped and dated by the bidder.
- x. Bid bond
- xi. Declaration of intention to bid
- xii. Complete bidding file/documents

The admissibility of bids is predicated upon the submission of the above documents in the required form.

6.2 Qualification Criteria

Potential suppliers meeting the following criteria will be qualified for award after due evaluation.

- i. **Experience:** Demonstrated at least 5 years of experience in supplying improved varieties of seed and other farm inputs to other agencies. Profile of the consultancy clearly highlight experiences of similar supplies. Supporting documents of evidence as appropriate are required.
- ii. **Quality of inputs.** All bidders/potential suppliers are required to fill a form from the competent seed certification services declaring the quality of the seed being supplied. The bidder is required to provide the following details as the ability to provide the

details would be the technical basis for qualification. Quality Parameter Data / Information

- i. Crop and Variety
- ii. Name of Region or locality the seed was grown and year
- iii. How was the seed sampled and tested (Name of laboratory).
- iv. Seed Lot number
- v. Incidence of weed seed
- vi. Percentage of inert matter
- vii. Germination rate. The conditions of acceptance will be as follows:

| Germination Standard | Germination rate Acceptance/non acceptance conditions |
|------------------------------------|---|
| Germination Rate $\geq 75\%$ | Entire batch of seeds accepted |
| Germination Rate $<75\% \geq 50\%$ | Supply an additional quantity to fill the gap, as agreed between the contracting Authority and the Supplier and at the cost of the supplier |
| Germination rate less than 50% | The entire batch of seeds is rejected. |

- i. Month/year in which purity and germination tests were completed;
- ii. If seed was treated, chemicals with which treated and cautionary statement if advisable.
- iii. The laboratory report must be prepared under the letterhead of the laboratory. Dated, signed by a person, such as a seed technologist, making the analysis; and attached to the Seed Grower's Declaration of Quality. The Seed Grower's Declaration of Quality must be issued under the letterhead of the grower;

7. Evaluation and Award

Bids determined to be substantially responsive to the technical specifications (experience and quality of inputs) will be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in the ToR, and it will not be considered further. The Contracting Authority will evaluate and compare only the bids/quotations determined to be substantially responsive. In evaluating the quotations, the Contracting Authority will adjust for any arithmetical errors as follows:

- a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
- c) if a Supplier refuses to accept the correction, his quotation will be rejected.
- d) In addition to the quoted price, the evaluated price shall include Value Added Tax (VAT) in Cameroon

The award will be made to the bidder offering the lowest evaluated price that meets the required standards of technical and financial capabilities and within the budget. The

successful bidder will sign a Contract specifying the terms and conditions of supply. All bids and quotations should be valid for a period of ninety (30) days from the deadline for receipt of bids.

8. Anti-Corruption Policy

Under the PULCCA Anti-corruption Policy bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. Proposal for award will be rejected and sanctions will be imposed on parties involved, if it is determined that the bidder recommended for award or any other party, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing the Contract under this Terms of Reference.

9. Role And Responsibilities

MIDENO shall be responsible for providing type, varieties, quantities, quality indicators and required documentation to the bidder. The delivery of the inputs shall be as planned by MIDENO in consultation with the successful bidder. The bidder is responsible for overall delivery and distribution of the inputs and compliance with the required documentation, quality and quantity indicators.

10. Budget Requirement

The inputs shall be procured **on a price competitive basis** considering the time of delivery, experience, quality of inputs and documentation requirement. Bidders have to ensure that the unit cost for each item is clearly stated in their quotations.

11. Mode of Payment

The payment to the supplier shall be made at least 15 days after receiving the inputs and invoice, and duly certifying that the inputs supplied are in conformity to the quality and quantity specifications under the deliverables. The price quoted in the bid should be valid for at least one year from the date of the bid.

12. Gender Considerations

Considering that this project is basically agricultural and that women who are the major target population face numerous barriers in agriculture and food security, and that PULCCA is seeking pathways to reducing gender gaps in Cameroon's agriculture for food security, women entrepreneurs/organizations are encouraged to submit their bids to act as suppliers.

13. Submission of Bids

Potential suppliers willing to make a bid can send the complete set of sealed documents by hand mail to the following address:

The Director General, North West Development Authority,
P.O. Box 442, Bamenda
Email: midenobda@yahoo.com

DOCUMENT NO. 05: DESCRIPTION OF THE SUPPLIES

1. LIST OF SUPPLIES AND DELIVERY CALENDAR FOR SUPPLY OF THE FARM INPUTS

| Description | Farm inputs | Quantity | Delivery Units | Quantity per kit | Site (project) or final destination as indicated in the Special Regulations | Delivery date two (2) Months from the date of notification to start supplies | |
|--|-------------|----------|--------------------|------------------|---|--|---------------------------------------|
| | | | | | | Latest delivery date | Delivery date offered by the supplier |
| Supply and delivery of improved plantain plantlets | | 348,000 | Plantain plantlets | 400 plantlets | Mezam, Momo and Ngoketunja Divisions | Two (2) Months from the date of notification to start the supplies | |

2. GENERAL AND DETAIL TECHNICAL SPECIFICATIONS/CHARACTERISTICS OF THE FARM INPUTS

SUPPLY AND DELIVERY OF IMPROVED PLANTAIN PLANTLETS

| Description | Technical Specifications | Delivery Units | Quantity | Quantity per kit |
|--|--------------------------|----------------|----------|------------------|
| Supply and delivery of improved plantain plantlets | Giant French | Plantlets | 348,000 | 400 plantlets |

DOCUMENT NO. 06: UNIT PRICE SCHEDULE

SCHEDULE OF UNIT PRICES

| Price N° | Mercuriel Ref | Description or designation | Unit | Unit in Letter in CFA Francs exclusive of VAT | Unit prices in figures exclusive of VAT |
|----------|---------------|----------------------------|------|---|--|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

Name of bidder.....[insert name]

Signature[insert signature]

Date.....[insert date]

DOCUMENT NO. 07: DETAILED ESTIMATES

Detailed estimates

| Nº | Designation | Unit | Qty | UP | TPE VAT |
|------------------------------|-------------|------|-----|----|---------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total EVAT | | | | | |
| VAT (19.25%) | | | | | |
| AIR (....%) | | | | | |
| Total inclusive of all taxes | | | | | |

Name of bidder.....[insert name]→

Signature[Insert signature].

Date.....[Insert date]

DOCUMENT NO. 08: SUB-DETAILS OF UNIT PRICES

Sub-details of unit prices

Option N° 1

| N° | Designation | Cost price | Transportation | Cost of Oder | Delivery fees | Margin | Unit price EVAT |
|----|-------------|------------|----------------|--------------|---------------|--------|-----------------|
| | | | | | | | |
| | | | | | | | |

Option N° 2

| Description | Amount |
|-------------------------------|--------|
| Ex-works | |
| Freight | |
| Insurance | |
| CAF delivered Douala | |
| Customs duty | |
| Computer tax | |
| Unloading tax | |
| SGS control | |
| Transit + handling | |
| Transportation + intervention | |
| Others | |
| Bank Charges | |
| After-sales-services | |
| Registration, assembling | |
| Miscellaneous | |
| Total EVAT | |

Bidder's name [insert name].

Signature [insert signature],
[insert date]

Date

DOCUMENT NO. 09: MODEL DOCUMENTS

TABLE OF MODEL DOCUMENTS

Annex No. 1: Model declaration of intention to tender

Annex No. 2: Model bid submission letter

Annex No. 3: Model bid Bond

Annex No. 4: Model final Bond

Annex No. 5: Model Performance Bond

ANNEX No. 1: DECLARATION OF INTENTION TO TENDER

I, the undersigned.....[*indicate the name and capacity of signatory*]

Representing the.....enterprise or group of enterprises with head office
at.....registered in the trade register of under the number No.....

- Having taken cognisance of all the documents featured or mentioned in the Tender File including the addenda of No.....[*recall the subject of the invitation to tender*]
- I pledge to deliver the supplies within a deadline of.....months.
- In addition I pledge to maintain my offer for[*indicate duration of validity, in principle 60 days*] from the deadline of submission of tenders.

The Project Owner shall pay the sums due for this contract by crediting account
No.....opened inBank.....Branch

Prior to the signing of the contract, this tender accepted by you shall constitute an agreement
between us.

Done at.....on.....

Signature of.....

In the capacity as.....

Duly authorised to sign bids for and on behalf of.....

ANNEX No. 2: BID SUBMISSION LETTER

I, the undersigned.....[*indicate the name and capacity of signatory*]

Representing the.....enterprise or group of enterprises with head office
at.....registered in the trade register of under the number No.....

- Having taken cognisance of all the documents featured or mentioned in the Tender File including the addenda of No.....[*recall the subject of the invitation to tender*]
- Submit and commit myself to deliver the supplies in accordance with the tender File, in return for the prices which I myself establish on the basis of the price and quantity schedule which give the amount of the tender for Phase I.....at.....[*in figures and words*] CFA francs exclusive of VAT and atCFA francs inclusive of all taxes. [*in figures and words*].
- I pledge to deliver the supplies within a deadline of.....months.
- In addition I pledge to maintain my offer for[*indicate duration of validity, in principle 60 days*] from the deadline of submission of tenders.

The rebates offered and modalities of application of the said rebates are as follows.....

The Project Owner shall pay the sums due for this contract by crediting account No.....opened inBahk.....Branch.....

Prior to the signing of the contract, this tender accepted by you shall constitute an agreement between us.

Done at.....on.....

Signature of.....

In the capacity as.....

Duly authorised to sign bids for and on behalf of.....

ANNEX N° 3: MODEL BID BOND

Addressed to [indicate the Project Owner and his address] "Project Owner"

Whereas the Supplier.....hereinafter referred to as the "bidder" has submitted his tender

On.....for [recall the subject of the invitation to tender], hereinafter referred to as "the tender" and to which must be attached a bid bond equivalent to [indicate the amount] CFA francs.

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

The conditions of this commitment are as follows:

If the bidder withdraws his tender during the validity period specified by him in the tender; or

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

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

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

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

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

Signed and authenticated by the bank at _____, on _____

[Bank's signature]

ANNEX No. 4: MODEL FINAL BOND

Bank.....

Reference of the bond: No.....

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

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

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

Whereas we have agreed to give the Supplier this guarantee,

We,[name and address of bank]

Represented by.....[name of signatories].

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

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

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

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

ANNEX N° 5: MODEL RETENTION BOND (GUARANTEE)

Bank.....

Reference of the guarantee: No.....

Addressed to [Indicate the Project Owner]

[Address of Project Owner]

Hereinafter referred to as "the Project Owner"

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

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

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

We _____ [name and address of the bank].

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

Hence, we hereby affirm that on behalf of the Supplier, we guarantee and are responsible to the

Project Owner for a maximum amount of _____ [in figures and words] corresponding to [percentage below 10 % to be specified] of the contract price.

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

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

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

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

this guarantee shall, for purposes of its interpretation and execution, be subject to Cameroon law.

Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.

Signed and authenticated by the bank

At.....on.....

[Signature of the bank]

DOCUMENT NO. 10: MODEL CONTRACT

REPUBLIQUE DU CAMEROON

REPUBLIC OF CAMEROON

Paix- Travail- Patrie

Peace - Work- Fatherland

[Indiquer le Maitre d'Ouvrage][Indicate the Project Owner]

Jobbing No _____ /IT or C, /CA/TB

Awarded after Invitation to tender No..... /IT /CA/TB/00 of.....

HOLDER OF CONTRACT: [indicate the holder and his full address]

P.O. Box 0000 at ____, Tel ____, Fax: _____

Business Registry No. _____ A Issued at _____

Taxpayer's No. _____

SUBJECT OF CONTRACT: [indicate the full subject of the supply]

PLACE OF DELIVERY: [indicate]

AMOUNT IN CFA F: [indicate]

| | |
|----------------|--|
| TTC | |
| EVAT | |
| VAT (19.25%) | |
| AIR (.....%) | |
| Net to be paid | |

DELIVERY DEADLINE : [In days, weeks, months or years]

FINANCING : [Indicate source of financing]

BUDGET HEAD : [To be filled]

SUBSCRIBED ON.....

SIGNED ON.....

NOTIFIED ON.....

REGISTERED ON.....

BETWEEN:

The Republic of Cameroon, represented by [indicate Contracting Hereinafter referred to as "the Project Owner",

On the one hand

And

-----COMPANY

P.O. Box-----at-----Tel-----Fax-----

Business Registry N° -----A

Taxpayer's N°-----

[Indicate name of supplier, his full address as well as the name of the mandated signatory], hereinafter referred to as "THE SUPPLIER"

On the other hand

It has been agreed and settled as follows:

SUMMARY

Part I: Special Administrative Conditions (SAC)

Part II: Description of supplies

Part III: Price Schedule

Part IV: Detailed estimates

Part V: Delivery calendar

PAGE ONE AND LAST PAGE OF THE CONTRACT N°-----/C or JO/CA/TB/0000

[recall the method of award of contract]

And -----

For The Supply Of-----

Contract price:[recall in CFA francs inclusive of all taxes figures and words

Delivery deadline: [fill in days, weeks, months or years]

| |
|---|
| <p>Read and accepted by the contractor</p> <p>(place of signature) -----(date)</p> |
| <p>Signature of Project Owner</p> <p>(place of signature)----- (date)</p> |
| <p>Registration</p> |

DOCUMENT NO. 11: LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES
AUTHORISED TO ISSUE BANK CAUTION IN PUBLIC CONTRACTS

1. Société Générale Cameroun (SGC)
2. Banque Internationale du Cameroun pour l'épargne et le Credit (BICEC)
3. Société Commerciale de Banques-Cameroun (CA-SCB)
4. Standard Chartered Bank Cameroon (SCBC)
5. Afriland First Bank (AFB)
6. Banque Atlantique du Cameroun (BAC)
7. Ecobank Cameroon (EBC)
9. Citibank N.A. Cameroon
10. Commercial Bank of Cameroon (CBC)
11. Union Bank of Cameroon (UBC)
12. National Financial Credit Bank (NFC Bank)
13. United Bank of Africa (UBA)
14. CHANAS Insurance Company
15. ACTIVA Insurance Company
16. Zenith Insurance
17. BGFI Bank
18. Compagnie Professionnelle d'Assurance du Cameroun (CPA)

EVALUATION GUIDE
(I) PRELIMINARY EXAMINATION OF BIDS USING ELIMINATORY CRITERIA

DATE.....

| LOT NO/NAME: | | | | | | | | |
|--------------|---|--|-----------|--------------|--------|--------------|--------|--------------|
| SN | Elimination Criteria | Sub Criteria | Bidder 1: | | | Bidder 2: | | |
| | | | Yes/No | Observations | Yes/No | Observations | Yes/No | Observations |
| 1.0 | Presentation /submission of bid | Complete bid (Administrative, technical and financial offers) | | | | | | |
| | | The various parts of the same file separated by colour dividers both in the original and in the copies | | | | | | |
| | | Files spirally bounded | | | | | | |
| | | Original Bid signed by Competent Authority of the firm | | | | | | |
| | | All bids typed with indelible ink | | | | | | |
| 2.0 | Administrative Documents (Complete or incomplete) | Bid submitted on time | | | | | | |
| | | Presentation of the declaration of the intention to tender, stamped with fiscal stamp and signed by bidder (according to the attached model) | | | | | | |
| | | Signed, stamped and dated copy of a valid location plan signed, stamped and dated by the bidder not more than 3 months old | | | | | | |
| | | Certified copy of Certificate of Incorporation OR Certified copy of Business registration ("Registre de Commerce") or attestation of registration as a Cooperative (for Cooperatives) not more than 3 months old | | | | | | |

(II) EVALUATION OF TECHNICAL PROPOSAL USING ESSENTIAL CRITERIA

DATE.....

| SN | TITLE: | NAME OF BIDDERS | BIDDER 1: | | | | BIDDER 2: | |
|----|--------|--|-------------------|--------------|-------------------|--------------|-------------------|--------------|
| | | | Score (Yes/No) | Observations | Score (Yes/No) | Observations | Score (Yes/No) | Observations |
| | | Sub Criteria | | | | | | |
| 1 | | Full presentation of the firm | | | | | | |
| 2 | | Specific Experience of supplier in same or similar services of not less than 5 years with proofs | | | | | | |
| 3 | | Delivery schedule of two (2) months | | | | | | |
| 4 | | Financial capacity of at least 75% of the estimated amount | | | | | | |
| 5 | | Certificate of clearance relating to the supply obtained from Service of quality control MINADER | | | | | | |
| 6 | | Special Administrative Conditions (SAC) and Technical Specifications (TS) duly initialed and signed on the last page by the duly mandated representative of the supplier | | | | | | |
| | | Total | | | | | | |

NB: A score of less than 60% leads to technical elimination of the firm

GENERAL OBSERVATIONS:

RECOMMENDATIONS:

Name of Evaluator No. 1..... Signature.....

Name of Evaluator No. 2..... Signature.....

Name of Evaluator No. 3.....Signature.....
Name of Evaluator No. 4.....Signature.....
Name of Independent Observer.....Signature.....

EVALUATION OF FINANCIAL OFFER

DATE.....

| SN | TITLE: | | | | | | |
|----|----------------|--|--------------------------------|---|-----------------|---------|--------------|
| | NAME OF BIDDER | Read out Amount all taxes inclusive (FCFA) | Adjustments/Corrections (FCFA) | Corrected Amount all taxes inclusive (FCFA) | Technical Score | Ranking | Observations |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

PROPOSAL FOR AWARD:

Name of Evaluator No. 1..... Signature.....

Name of Evaluator No. 2..... Signature.....

Name of Evaluator No. 3..... Signature.....

Name of Evaluator No. 4..... Signature.....

Name of Independent Observer..... Signature.....

