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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

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BAMENDA, the 08 AOUT 2024

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N° 126/PULCCA/MIDENO/B/...MITB

OPEN NATIONAL INVITATION TO TENDER N°  
126/ONIT/PULCCA/MIDENO/MITB/13/84/2024 of 08 AOUT 2024  
FOR THE SUPPLY AND DELIVERY OF EQUIPMENT FOR PRIMARY PRODUCTION  
(POWER TILLERS) FOR THE CULTIVATION OF PLANTAINS 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

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

**FINANCIAL YEAR:** 2024

**BUDGETARY HEAD:** 249103





## DOCUMENT NO. 01: TENDER NOTICE

MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT

REPUBLIC OF CAMEROON

MINISTERE DE L'AGRICULTURE ET DU DEVELOPPEMENT RURAL

Peace – Work – Fatherland

### **NORTH WEST DEVELOPMENT AUTHORITY**

MISSION DE DEVELOPPEMENT DU NORD OUEST

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08 AOUT 2024

N° 126.PULCCA/MIDENO/B/..M.T.O

### TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER N° 126/ONIT/PULCCA/MIDENO/MITB/13/84/2024 of ..... FOR THE SUPPLY AND DELIVERY OF EQUIPMENT FOR PRIMARY PRODUCTION (POWER TILLERS) FOR THE CULTIVATION OF PLANTAINS TO VULNERABLE FARMERS IN THE NORTH WEST REGION WITHIN THE FRAMEWORK OF THE EMERGENCY PROJECT TO COMBAT FOOD CRISIS IN CAMEROON (PULCCA) THROUGH EMERGENCY

08 AOUT 2024

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

**BUDGETARY HEAD:** 249103

**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 equipment for primary production (power tillers) to vulnerable farmers in the North West Region for the cultivation of plantains

**2. Nature of supplies:** The supply, delivery and reception of equipment for primary production (power tillers) for the cultivation of plantains and distribution to vulnerable farmers in the North West Region as follows:

To supply and deliver 150 equipment for primary production (power tillers) and build the capacity of the beneficiaries on the use and maintenance of the equipment

**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 (1<sup>st</sup> Floor), Ayaba Street, P.O. Box 442, Bamenda; Email: [midenobda@yahoo.com](mailto:midenobda@yahoo.com); Tel: 237 233 361 378 following the publication of this notice.



concerned with this tender

- Non-respect of 80% of the essential criteria
- Bids whose outer envelopes leads to the recognition of the bidder
- Absence of brochures
- Non Conformity to technical specifications and standards (prospectuses, photos etc.)

#### B. Essential Criteria

YES/NO

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 <b>Three (3) months</b>
5	Original bids signed by the competent authority of the firm
6	Manufacturers authorization to deal with the equipment
7	Availability of spare parts
8	Local Technical Capacity and equipment for repair and routine maintenance
9	Financial capacity of at least <b>75% of the estimated amount</b>
10	Annual turnover of at least <b>200,000,000 fcfa</b> for the last five (5) years

**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

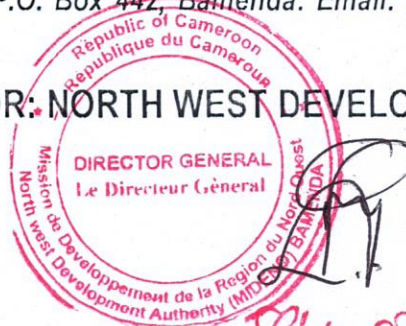
**15. Validity of bids:** Bidders will remain committed to their bids for **Thirty (30) days** from the deadline set for the submission of tenders.

**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](mailto:midenobda@yahoo.com): Tel: 233 361 378

FOR: NORTH WEST DEVELOPMENT AUTHORITY

CC

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



*Cletus Anye Matoyah*  
ECONOMIST / PLEG hors Echelle



**8. Recevabilité des offres :** Sous peine de rejet, seuls les originaux ou copies certifiées conformes par le service émetteur et les autorités officielles ou administratives (préfets, préfets, agents des banques, agents des impôts, etc.) des pièces administratives requises, comprenant la caution de soumission, doivent impérativement être produits conformément aux Conditions Particulières de l'appel d'offres. Ils ne doivent obligatoirement pas dater de plus de trois (3) mois ou ne doivent pas être produits après le dépôt des offres. Toute offre non conforme aux prescriptions du présent avis et du dossier d'appel d'offres sera déclarée irrecevable notamment l'absence de caution de soumission émise par une banque de premier ordre agréée par le Ministère en charge des Finances ou le non-respect des modèles de les documents du dossier d'appel d'offres entraîneront un rejet pur et simple de l'offre sans qu'aucun recours ne soit admis.

**9.0 Caution de Soumission:** Chaque soumissionnaire devra joindre dans ses Documents Administratifs, une caution de soumission émise par un établissement financier agréé par le Ministère en charge des Finances figurant sur la liste figurant dans le document 12 du dossier d'appel d'offres pour un montant de : Neuf millions six cent quarante deux mille cinq cent (9,642,500) FCFA et valable trente (30) jours au-delà de la validité des offres

**10. Remise des offres :** Chaque offre rédigée en anglais ou en français en (7 exemplaires) dont un (1) original et six (6) copies marquées comme telles, devra parvenir au siège social de MIDENO situé rue Ayaba, P.O. B.P. 442, Bamenda) au plus tard lors de ..... **12 SEPT 2024** ..... et devrait porter le l'inscription

APPEL D'OFFRES NATIONAL OUVERT N°..... **126** ..... JONIT/PULCCA/MIDENO/MITB/13/84/2024 du..... **08 AOUT 2024** ..... POUR LA FOURNITURE ET LA LIVRAISON DE MOTEURS POUR LA CULTURE DES PLANTAINS AUX AGRICULTEURS VULNÉRABLES DE LA RÉGION DU NORD-OUEST DANS LE CADRE DU PROJET D'URGENCE DE LUTTE CONTRE LA CRISE ALIMENTAIRE AU CAMEROUN (PULCCA) PAR PROCÉDURE D'URGENCE

**"A OUVRIR UNIQUEMENT LORS DE LA SÉANCE D'OUVERTURE DES PLIS"**

**11. Ouverture des offres :** L'ouverture des dossiers administratifs, techniques et financiers est programmée à l'heure locale par la ..... **12 SEPT 2024** ..... Commission Interne des Appels d'Offres de MIDENO dans la Salle de Conférence MIDENO au Bureau de Gestion du Projet. Seuls les soumissionnaires pourront être présents ou dûment représentés par une personne de leur choix

**12.0 Délais de livraison :** Le délai maximum d'exécution prévu par le Porteur de Projet sera de Trois (3) mois à compter de la date de notification pour le début de la livraison

**13.0 Principaux Critères d'évaluation :** Les offres seront évaluées selon les principaux critères suivants :

**A. Critères éliminatoires :**

- Non - conformité aux spécifications et normes technique du DAO (prospectus, photos etc,)
- Absence ou non conformité d'un élément du dossier administratif non régularisée dans les 48 heures suivant l'ouverture des offres
- Absence de quantification et de prix
- Absence ou non conformité de l'autorisation du fabricant
- Absence de prospectus accompagné de la notice technique du fabricant
- Absence ou insuffisance de la caution de soumission
- Soumission en retard
- Les documents frauduleux ou falsifiés
- Sanctionner d'Exclusion par L'Autorité Chargée de Marchés Publics
- Association directe ou indirecte à la conception, préparation des spécifications techniques 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 essentiels



**Table of Content**

**A General**

Article 1: Scope of offer.....	11
Article 2: Financing.....	11
Article 3: Fraud and Corruption.....	11
Article 4: Candidates allowed to compete.....	11
Article 5: Supplies and ancillary services meeting the criteria of origin.....	12
Article 6: Qualification of Bidders.....	12

**B Tender File**

Article 7: Content of Tender File.....	13
Article 8: Clarifications on Tender File.....	13
Article 9: Amendment of the Tender File.....	14

**C Preparation of offers**

Article 10: Bidding fees.....	14
Article 11: Language of offer.....	14
Article 12: Constituent documents of the offer.....	14
Article 13: Offer price.....	15
Article 14: Currency of offer.....	16
Article 15: Documents attesting to the eligibility of the bidder.....	16
Article 16: Documents attesting to the admissibility of the supplies.....	16
Article 17: Documents attesting to the conformity of the supplies.....	16
Article 18: Documents attesting to the qualification of the bidder.....	16
Article 19: Bid Bond.....	16
Article 20: Validity of offers.....	17
Article 21: Form and signature of offer.....	17

**D) Submission of offers**

Article 22: Sealing and Marking of envelopes.....	18
Article 23: Date and time-limit for submission of offers.....	18
Article 24: Late offers.....	18
Article 25: Amendment, substitution and withdrawal of offers.....	18



# 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 force 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 the 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 influencing, 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.



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: 237 233 361 371 Email: [midenobda@yahoo.com](mailto:midenobda@yahoo.com).



## 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 provision 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.



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 furnished 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.



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 correction 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



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: Comparism 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 CONTRACT

##### Article 35: Award of the CONTRACT

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.



**DOCUMENT NO.03: SPECIAL REGULATIONS OF THE INVITATION TO TENDER**

**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.	<b>Definition of supplies:</b>  <b>The Supply and delivery of power tillers for the cultivation of plantains</b>
1.1	<b>Name and Address of Project Owner:</b>  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 SUPPLY AND DELIVERY OF EQUIPMENT FOR PRIMARY PRODUCTION (POWER TILLERS) FOR THE CULTIVATION OF PLANTAINS 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
1.2	Delivery schedule of Three (3) 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	<b>Criteria or origin of bidders:</b> <ul style="list-style-type: none"><li>▪ All National companies/suppliers in Cameroon that fulfill the required criteria specified in the bidding document and have the competence and experience of <b>not less than 5 years</b> in the same or similar supplies.</li><li>▪ 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</li><li>▪ The bidder must not have been excluded from bidding for public contracts by the Competent Authority in charge of Public contracts</li><li>▪ A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is:<ul style="list-style-type: none"><li>- Legally and financially autonomous</li><li>- Managed according to commercial laws and</li><li>- Not under the direct supervisory authority of MIDENO.</li></ul></li></ul>
5	<b>Criteria or origin of supply:</b> All specifications submitted must provide clear information as to the



	<ul style="list-style-type: none"> <li>- The nature of the group joint or several must be specified and justified with the production of a joint venture agreement in due form</li> <li>- 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</li> <li>- 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.</li> </ul>
7	<b>language of offer :</b> English or French
8	<p>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:</p> <p><b><u>Envelope A - Volume 1 Administrative file</u></b></p> <p>The Administrative File should contain the following documents:</p> <ul style="list-style-type: none"> <li>• The declaration of the intention to tender, stamped with fiscal stamp and signed by the bidder (according to the attached model)</li> <li>• Certified copy of Certificate of Incorporation not more than 3 months old <b>OR</b> Certified copy of Business registration ("Registre de Commerce") or attestation of registration as a Cooperative (for Cooperatives)</li> <li>• 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</li> <li>• Certified copy of Tax Payer's card not more than 3 months old</li> <li>• 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</li> <li>• Original attestation of tax conformity in the current financial year obtainable from the Taxation Department and not more than three months old</li> <li>• A valid location plan, signed, stamped and dated by the bidder not more than 3 months old</li> <li>• Original CNPS clearance certificate relating to the supplies not more than 3 months old</li> <li>• Original receipt of payment for bidding document</li> <li>• 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</li> <li>• The bid bond of an amount of: <b>Nine million six hundred and forty two thousand five hundred (9,642,500) FCFA beyond the validity of the offers</b></li> <li>• The group agreement, where necessary</li> <li>• The power of attorney, where necessary</li> </ul> <p>In case of group bidding, each member of the group must present a complete administrative file while items <b>12, 13 and 14</b> 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 <b>12, 13 and 14</b> being</p>



2. The bidder has to initial all the pages and sign at the end of the Technical Specifications (TS)

#### **B7: EXECUTION PLANNING AND SCHEDULE**

1. Delivery deadline
2. Delivery deadline in conformity and coherent tasks sequencing

**B8: ANNUAL TURNOVER OF AT LEAST 200,000,000 FCFA FOR THE LAST FIVE (5) YEARS.** The bidder should show proof of having 200,000,000 FCFA as turnover for the last five (5) years

**N/B: Non-satisfaction of 7 out of 8 essential criteria is therefore eliminatory of the bidder**

#### **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**

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

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

9.3 **Period of functioning of the supplies:**

Delivery Deadline: **three (3) months**

#### **Preparation and submission of offers**

10 Amount of the bid bond: **Nine million six hundred and forty two thousand five hundred (9,642,500) FCFA**

#### **Period of validity of offers**

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

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

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

The Director General, North West Development Authority (MIDENO)

P.O. Box 442, Bamenda:

Email: [mideonbda@yahoo.com](mailto:mideonbda@yahoo.com)

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



## DOCUMENT NO. 04: SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

### CONTENT

<b>Chapter : General</b> .....	31
Article 1: Subject of the tender.....	31
Article 2: Award procedure.....	31
Article 3: Definitions and duties (article 2 of GAC supplemented).....	31
Article 4: Applicable language, law and regulations .....	31
Article 5: Standards (article 3 of GAC supplemented).....	31
Article 6: Constituent documents of the contract (article 9 of GAC.....	32
Article 7: General applicable instruments.....	32
Article 8: Communication (article 6 of GAC supplemented).....	33
Article 9: Administrative Orders (article 8 of GAC).....	33
Article 10: Supplier's material and personnel.....	33
<b>Chapter II: Financial Clauses</b> .....	34
Article 11: Guarantees and bonds (articles 21 and 40 of GAC).....	34
Article 12: Amount of the CONTRACT.....	34
Article 13: Place of payment.....	34
Article 14: Price variation (article 17 of GAC).....	34
Article 15: Price revision formula (article 18 of GAC) .....	34
Article 16: Price updating formula (article 18 of GAC).....	34
Article 17: Advances (article 21 of GAC).....	34
Article 18: Payment (article 19 supplemented).....	34
Article 19: Interest on overdue payments (article 20 of GAC).....	35
Article 20: Penalties for delay (article 34 of GAC supplemented).....	35
Article 21: Tax and customs schedule (article 10 of GAC).....	35



## CHAPTER I: GENERAL

### Article 1: Subject of the tender

The subject of this tender is to supply and deliver equipment for primary production (power tillers) for the cultivation of plantains 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 the **Director of the Technical Department - MIDENO** who shall ensure that the equipment 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 and quantity of the power tillers
- ± Ensure that the power tillers 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 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**



report from a technical reception committee to be put in place by the Contracting Authority, ascertaining the continuous functionality of the vehicles. Otherwise, part or the entire Retention fee will be used to carry out any major repairs for any breakdown during the guarantee period of One year

- 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 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 Coordinator of PULCCA/Representative (Chief of service procurement)
3. The Contract Manager: member
4. Contract Engineer; Secretary
5. A Representative from the Regional Delegation of MINADER NWR
6. A Representative from the Regional Delegation of MINMAP NWR (As Observer)
8. The Stores Accountant- MIDENO
9. Supplier/His Representative

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 not applicable

**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.



## **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.



## Table of Contents

1. Background .....	41
1.1 Context and Justification.....	41
1.2 Presentation of PULCCA .....	41
1.3 Presentation of MIDENO/Executing Agency .....	43
2. Objectives of the Terms of Reference .....	44
2.1 Main Objective.....	44
2.2 Specific Objectives.....	44
3. Expected Deliverables .....	45
4. Technical Specifications.....	46
5. Delivery schedule and Location .....	46
6. Bidding Procedures .....	48
7. Eligibility and Qualification Criteria .....	48
7.1 Eligibility Conditions .....	48
7.2 . Qualification Criteria .....	48
8. Evaluation and Award .....	49
8.1 Technical evaluation .....	49
8.2 Financial Evaluation Procedure.....	50
9. Anti-Corruption Policy .....	50
10. Role and Responsibilities .....	50
11. Budget Requirement .....	51
12. Mode of Payment .....	51
13. Mode of Payment .....	51
14. Gender Considerations .....	51
15. Submission of Bids .....	51



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 HGSF 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 HGSF). 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.



Acquisition and distribution of post-harvest and value-added equipment, with a focus on solar-powered equipment

• **Deliverable 2: Post-harvest and value-added equipment is acquired and distributed**

**Objective**

- ❖ In general, it will be a question of making post-harvest and valorization equipment available to the targeted beneficiaries. Specifically, it will be a question of acquiring and distributing post-harvest kits for roots and tubers; cereals; and plantain:
- ❖ Acquire and distribute equipment for the benefit of 10,000 farmers, 60% of whom are women;
- ❖ Strengthen the capacity of targeted beneficiaries to use; maintenance / upkeep and socio economic management of the equipment made available to them.

**Development of post-harvest community infrastructure such as storage facilities**

The objective is to improve on sustainable production and farmers' incomes through infrastructure development, post-harvest management and access to market.

**Deliverable 3: Storage warehouses are developed**

- ❖ It will be a question of building / rehabilitating and equipping storage warehouses including:
- ❖ targeted areas, 111 community storage stores;
- ❖ 111 storage warehouse equipment kits; and Building the capacity of at least 1,500 beneficiaries in post-harvest management (including storage and aggregation, processing, valorization and access to stable and structured markets).

MIDENO in collaboration with the PMU and other implementing partners will identify the targeted beneficiaries, particularly 300 refugee and internally displaced women, and support integration into

women's cooperatives in host communities. It will also be a question of organizing capacity building sessions for beneficiaries in storage of products, quality control and management.

The North West Development Authority (MIDENO) within the framework of deliverable 2 intends to apply a portion of this financing for eligible payments under this Terms of Reference for the recruitment of a consultancy firm to carry out capacity building sessions for beneficiaries in storage of products, quality control and management as well as in the proper management of warehouses and post-harvest management in the North West Region of Cameroon.

## **2. Objectives of the Terms of Reference**

### **2.1 Main Objective**

The main objective of this ToR is to source a **competent and reliable** supplier to acquire and deliver/distribute of 89 basic tools for primary production (89 power tillers) to vulnerable farmers in the North West Region.

### **2.2 Specific Objectives**

- To acquire and distribute and put in place selection criteria of beneficiaries;



			Male	Female	Total
Acquisition of Plantains Kits	150	1 Tiller per 4 farmers	476	713	1189
Capacity building of the beneficiary on how to operate and maintain the equipment	12	50	458	115	573
<b>Total</b>			<b>934</b>	<b>828</b>	<b>1762</b>

## 6. Technical Specifications

S/N	Description	Specifications
1	Power of the engine	Between 6 – 15hp
2	Cooling system	Air
3	Transmission system	Gear drive
4	Fuel	Petrol
5	Total weight	Between 50 – 150kg
6	Implements attached	Plough and ridger
7	Tillage width	Between 80cm – 130cm adjustable
8	Tillage depth	Between 15cm – 40cm adjustable

## 7. Delivery schedule and Location

sn	Description of Deliverable	Place of Delivery
1.	Acquisition of equipment for primary production (power tillers) for Plantains Kits	Mezam, Momo, Donga Mantung
2.	To build the capacity of beneficiaries on how to operate and maintain the equipment	Respective places of delivery

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. Delivery of the above inputs under this ToR is expected **within three (3) months after the award of contract.**



## 8. 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.

## 9. Eligibility and Qualification Criteria

### 9.1 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.

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

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

### 9.2. Qualification Criteria

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

- ◆ **Experience:** Demonstrated at least 5 years of experience in supplying production equipment to other agencies including projects funded by the World Bank, IsDB, ADB, ICRC and nationally funded projects. Profile of the consultant should clearly highlights experiences of similar supplies. Supporting documents of evidence as appropriate are required.
- ❖ Profile of the consultant or lead facilitator should clearly highlight his/her experiences of similar activities. Supporting documents of evidence as appropriate are required. In the technical proposal, the consultants shall provide a list and CV of the proposed trainers
- ❖ Proposed trainers for the activity should have at least 5 years' experience in need assessment, baseline surveys, organizing training workshops or related activities;

**Team members:** the lead consultant must include in his team the following experts:

- ◆ Rural Engineer (at least 5 years' experience)
- ◆ Gender specialist with at least five (05) years of working experience
- ◆ Communication expert with at least 5 years of field experience
- ◆ Monitoring and Evaluation expert with at least 5 years of field experience



Sn	Criteria	Score	Maximum Score
1	Experience of firm in similar activities within the last 10 years. Proof with copies of past contracts or attestation of completion)		9
	Qualification and experience of proposed staff = 8% (main facilitator = 12pts, other trainers = 6pts each) proof with highest certificate and CV detailing relevant experience		8
2	Methodology: Conformity with Terms of Reference, work plan and conception, division of work among team members, man- month's estimate for each sub-task, duration, provision for logistical and equipment needs, etc.		8
Total Score			25
Minimum Technical Score is 20 points			

## 11.2 Financial Evaluation Procedure

Financial bid to contribute 75% evaluated separately on 75% (lowest realistic bid scores).

Financial bid to contribute 75%, evaluated separately on 75 (lowest realistic bid scores 75/75 and named A, other bids calculated as follows: Score of bidder B = (A's offer/B's offer) X 75. **Any bid that is lower than estimated budget by more than 5% is considered unrealistic**

The financial evaluation is important, because MIDENO needs to verify if the consultant has committed the necessary budget to implement what is in its technical proposal. It also needs to verify if there are no computational errors in the cost figures, the number of man-months and the associated costs, and if the number of man-months is in accordance with the technical commitment. The differences would need to be valued and added to the financial proposal.

The lowest financial proposal thus calculated gets a financial score of 75 points. The financial scores of the other proposals are proportional to financial proposal. **Any financial proposal below 10% is considered unrealistic.**

**N.B. Final score of each bidder on 100 is its technical score + its financial score**

## 12. 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.



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**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. 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],

Date [insert date]

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.

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 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]



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

# EVALUATION GUIDE

## (I) PRELIMINARY EXAMINATION OF BIDS USING ELIMINATORY CRITERIA

DATE.....

SN	Lot No/Title:	Elimination Criteria	Sub Criteria	Bidder 1:		Bidder 2:		Bidder 3:	
				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.....

Criteria	NAME OF BIDDERS	BIDDER 1:		BIDDER 2:	
		Score (Yes/No)	Observations	Score (Yes/No)	Observations
B1: PRESENTATION OF BID	Sub Criteria				
	<ul style="list-style-type: none"> <li>Documents with spiral binding</li> <li>Documents with colour page separators except white</li> <li>Documents with table of content</li> </ul>				
	Validation of this criterion requires: 3 YES/3 YES				
B2: FINANCIAL CAPACITY (ACCESS TO A CREDIT LINE OR OTHER FINANCIAL RESOURCES)	Availability of at least two hundred million 80% of the estimated amount				
	Validation of this criterion requires: 1 YES/1 YES				
	Proof of having executed at least two (2) contracts of similar supplies during the last five (5) years, contract registered (1 <sup>st</sup> and last pages) and minutes of final reception				
B3: INFORMATION ON QUALIFICATION (References in similar supplies (power tillers)	One contract above 200,000,000 FCFA				
	One contract between 100,000,000 – 200,000,000 FCFA				
	One contract of at least 200,000,000 FCFA				
B4: CONFIRMATION OF TECHNICAL SPECIFICATIONS	Validation of this criterion requires: 2 YES/3 YES				
	1. Power of engine ..... between 6.5 – 15hp				
	2. Cooling system ..... Air				

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.....



