

North West Development Authority

MISSION DE DEVELOPPEMENT DU NORD OUEST

08 AOUT 2024

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N° 127/MIDENO/B/ MITB/13/84

OPEN NATIONAL INVITATION TO TENDER N°
127/ONIT/PULCCA/MIDENO/MITB/13/84/2024 of 08 AOUT 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 RICE SEEDS AND MINERAL FERTILIZERS FOR THE
CULTIVATION OF RICE THROUGH EMERGENCY PROCEDURE

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

FINANCIAL YEAR: 2024

BUDGETARY HEAD: 246600



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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Bamenda, the.....

08 AOUT 2024

N°...../MIDENO/B/.....MITB/13/84

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER N° 122/ONIT/PULCCA/MIDENO/MITB/13/84/2024 of 08 AOUT 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 RICE SEEDS AND MINERAL FERTILIZERS FOR THE CULTIVATION OF RICE THROUGH EMERGENCY PROCEDURE

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

Budgetary Head: 246600

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 improved rice seeds and mineral fertilizers for distribution to vulnerable farmers in the North West Region as follows:

To Supply and distribute 40,600 kg of improved rice seed and 4,640 bags of mineral fertilizers to selected vulnerable rice farmers with at least 60% 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 3 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)

- 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
- Absence of brochures
- Non Conformity to technical specifications and standards (prospectuses, photos etc.)

B. Essential Criteria

S N	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 3 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



[Handwritten signature]

Cletus Anye Matoryah
ECONOMIST (PLEG Hors Echelle)

CC

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

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 soixante un milles et quarante vingt quinze (161,095) 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 : Huit million six cent neuf milles trois cent soixante quinze (8,609,375) 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 **12 SEPT 2024** et devra porter la mention :

APPEL D'OFFRES NATIONAL OUVERT N° **122**/ONIT/PULCCA/MIDENO/MITB/13/84/2024 DU **08 AOUT 2024** POUR L'ACQUISITION ET LA FOURNITURE D'INTRANTS AGRICOLES 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) POUR LA FOURNITURE ET LA LIVRAISON DE GRAINES DE RIZ AMÉLIORÉES ET D'ENGRAIS MINÉRAUX POUR LA CULTURE DU RIZ PAR PROCÉDURE 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 **12 SEPT 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 Maître d'Ouvrage ou Maître 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 non conformité d'un élément du dossier administratif non régularisée dans les 48 heures suivant l'ouverture des offres
- Absence de quantifié et de prix

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

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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.

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),

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 not 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 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

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

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: 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.

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: <p>The acquisition of farm inputs for distribution to farmers in the North West Region through emergency procedure for the supply and delivery of improved rice seeds and mineral fertilizers for the cultivation of rice</p>
1.1	Name and Address of Project Owner: <p>The Director General, North West Development Authority (MIDENO) P.O. Box 442, Bamenda: Email: mideonbda@yahoo.com Tel: +237 233361378</p> <p>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 RICE SEEDS AND MINERAL FERTILIZERS FOR THE CULTIVATION OF RICE THROUGH EMERGENCY PROCEDURE</p>
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)
3	List of pre-qualified candidates, where applicable: NA
3.1	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 3 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.

	its own account by the Administration where it is several co-contracting.
6	language of offer : English or French
7	<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><u>Envelope A - Volume 1 Administrative file</u></p> <p>The Administrative File should contain the following documents:</p> <ul style="list-style-type: none"> • 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: Eight million six hundred and nine thousand three hundred and seventy five (8,609,375) FCFA beyond the validity of the offers • The group agreement, where necessary • The power of attorney, where necessary <p>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.</p>

N/B: Non-satisfaction of 6 out of 7 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

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

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

9 **Period of functioning of the supplies:**

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

Preparation and submission of offers

10 Amount of the bid bond: **Eight million six hundred and nine thousand three hundred and seventy five (8,609,375) FCFA**

Period of validity of offers

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

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

13 **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 RICE SEEDS AND MINERAL FERTILIZERS FOR THE CULTIVATION OF RICE THROUGH EMERGENCY PROCEDURE

14 Date and time-limit for submission of bids: **Bids must be submitted latestprompt**

15 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**

DOCUMENT NO. 04: SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

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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 in the estimates 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 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.

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**

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 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
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.

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

NORTH WEST DEVELOPMENT AUTHORITY
MISSION DE DÉVELOPPEMENT DU NORD OUEST

P.O Box 442 Bamenda
Tel: 233 36 13 78
Fax: 233 36 16 61
Email: midenobda@yahoo.com
Website: www.mideno.org



Bamenda, the.....

N°...../MIDENO/B/.....

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)

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

- 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.

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 various farm inputs (improved drought resistant seed varieties, chemical fertilizers, organic fertilizers, pesticides, etc) to vulnerable farmers in the North West Region.

2.2 Specific Objectives

- To Supply and distribute 11,200kg of improved rice seed and 2240 bags of mineral fertilizers to selected vulnerable rice farmers with at least 60% being women.

3. 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.

Bui	Jakiri	82	-TOX 1	Nerica L56	2870 kg	328 bags
	Mbiame	82	-TOX 1	Nerica L56	2870 kg	328 bags
Donga Mantung	Ndu	82	-TOX 1 and 2 -Nerica L56	TOX 1 and 2	2870 kg	328 bags
	Nwa	82	-TOX 1 and 2 - Long Tingoh -Nerica	TOX 1 and 2	2870 kg	328 bags
Menchum	Benakuma	72	-Nerica L56	-Nerica L56	2520 kg	288 bags
	Wum	164	-Nerica L56	-Nerica L56	5740 kg	656 bags
Mezam	Bafut	82	-Nerica L56	-Nerica L56	2870 kg	328 bags
	Tubah	50	-Nerica L56 - Tox	Tox	1750 kg	200 bags
Ngoketunjia	Babessi	100	-Tainan 5 -Tox -Nerica 57	-Tox 1 and 2 -Tainan 5	3500 kg	400 bags
	Balikumbat	100	-Tainan 5 -Tox	-Tainan 5 -Tox	3500 kg	400 bags
	Ndop	100	-Tainan 5 -Tox, Nerica 57	-Tainan 5 -Tox	3500 kg	400 bags
TOTAL					40,600 kg	4,640 bags

Delivery of the above inputs under this ToR is expected latest 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.

6. 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

- 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;

8. 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.

9. 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.

10. 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.

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 rice seeds and mineral fertilizers	Rice seeds	40,600	kg	35kg	Menchum Division, Ngoketunja Division Boyo Division Bui Division Donga Mantung Division and Mezam Division	two (2) months from the date of notification to start the supplies	
	Mineral Fertilizers (NPK)	3,480	Bags of 50kg	3 bags			
	Mineral Fertilizers (UREA)	1,160	Bags of 50kg	1 bag			

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

SUPPLY AND DELIVERY OF IMPROVED RICE SEEDS AND MINERAL FERTILIZERS FOR THE CULTIVATION OF RICE

Description	Farm inputs	Technical Specifications	Delivery Units	Quantity	Quantity per kit
Supply and delivery of improved rice seeds and mineral fertilizers for the cultivation of rice	Improved rice seeds	Tainan 5, Nerica L56, Tox 1 and 2, Long Tingoh, Nerica 57	Kg	40,600	35kg
	Mineral Fertilizers (NPK)	14:24:14 or 14:23:14 or 20:10:10	50kg bags	3,480	3 bags
	Mineral Fertilizers (Urea)	46%N	50kg bags	1,160	1 bag

DOCUMENT NO. 07: DETAILED ESTIMATES

Detailed estimates

N°	Designation	Unit	Qty	UP	TP EVAT
Total EVAT					
VAT (19.25%)					
AIR (....%)					
Total inclusive of all taxes					

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

Signature[Insert signature],

Date.....[Insert 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. 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 30 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 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. 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]

DOCUMENT NO. 10: MODEL CONTRACT

REPUBLIQUE DU CAMEROON

Paix- Travail- Patrie

[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-----

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

1. ISSUE BANK CAUTION IN PUBLIC CONTRACTS

I. LIST OF BANKS

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. BANQUES GABONNAISE POUR LE FINANCEMENT INTERNATIONAL (BGFI Bank)
15. LA REGIONALE BANK
16. CREDIT COMMUNAUTAIRE D'AFRIQUE (CCA BANK)
17. BANGE BANK CAMEROON (BANGE CMR)
18. ACCES BANK CAMEROON (ABC)

II. LIST OF INSURANCE COMPANIES

19. CHANAS Insurance Company
20. ACTIVA Insurance Company
21. Zenith Insurance
22. Compagnie Professionnelle d'Assurance du Cameroun (CPA)
23. AREA ASSURANCES
24. ATLANTIC ASSURANCE SA
25. PRUDENTIAL BENEFICIAL GENERAL INSURANCES
26. CPA SA
27. NSIA ASSURANCES
28. PRO ASSUR SA
29. ROYAL ONYX INSURANCE
30. SAAR SA
31. SAHAM ASSURANCES CAMEROON

[illegible]

Name of Evaluator No. 1	Signature.....
Name of Evaluator No. 2	Signature.....

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

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

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

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

B4: CONFIRMATION OF TECHNICAL SPECIFICATIONS	<ul style="list-style-type: none"> ○ Rice Tainan 5, Nerica L56, Tox 1 and 2, Long Tingoh, Nerica 57 ○ Mineral fertilizer 14:24:14 or 14:23:14 or 20:10:10 ○ Mineral fertilizer Urea (46%N) <p>Validation of this criterion requires: 3 YES/3 YES</p>			
B5: PROOFS OF ACCEPTANCE OF CONDITIONS OF THE CONTRACT	<ol style="list-style-type: none"> 1. The bidder has to initial all the pages and sign at the end of the Special Administrative Conditions (SAC) 2. The bidder has to initial all the pages and sign at the end of the Technical Specifications (TS) <p>Validation of this criterion requires: 2YES/2YES</p>			
B6: CERTIFICATE OF CLEARANCE	<ol style="list-style-type: none"> 1. Certificate of clearance relating to the supply obtained from the service of quality control MINADER <p>Validation of this criterion requires: 1YES/1YES</p>			
B7: EXECUTION PLANNING AND SCHEDULE	<ol style="list-style-type: none"> 1. Delivery deadline 2. Delivery deadline in conformity and coherent tasks sequencing <p>Validation of this criterion requires: 2 YES/2 YES</p>			

NB: Non satisfaction of 6 out of 7 essential criteria is therefore eliminatory of the bidder

EVALUATION OF FINANCIAL OFFER

DATE.....

S N	TITLE:					
	NAME OF BIDDER	Read out Amount all taxes inclusive (FCFA)	Adjustments/Correcti ons (FCFA)	Corrected Amount all taxes inclusive (FCFA)	Technical Score	Ranking

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.....