

North West Development Authority

MISSION DE DEVELOPPEMENT DU NORD OUEST

24 SEPT 2024

P.O. BOX 442 BAMENDA

BAMENDA, the

Tel: 233 36 13 78

Fax: 233 36 16 61

Email midenobda@yahoo.com

Website: www.mideno.org



N° 955/MIDENO/B/..... MITB/13/84

NORTH WEST DEVELOPMENT AUTHORITY (MIDENO)

MIDENO INTERNAL TENDERS BOARD (MITB)

OPEN NATIONAL INVITATION TO TENDER N° 955
/ONIT/MIDENO/MITB/13/84/2024 of 24 SEPT 2024 FOR THE SUPPLY OF
THREE (3) TRACTORS AND IMPLEMENTS FOR THE EQUIPMENT POOL OF
MIDENO THROUGH EMERGENCY PROCEDURE

FINANCING: PUBLIC INVESTMENT BUDGET - MINADER

BUDGET HEAD: 249200

FINANCIAL YEAR: 2024

North West Development Authority
MISSION DE DEVELOPPEMENT DE LA REGION DU NORD OUEST

P.O. Box, 442, Bamenda
Tel: (237) 233 36 13 78
Fax: (237) 233 36 16 61
Email: midenobda@yahoo.com
Website: www.mideno.org



Bamenda, the.....

N°...../MIDENO/B/.....

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER N°...../ONIT/MIDENO/MITB/13/84/2024 of
FOR THE SUPPLY OF THREE (3) TRACTORS AND IMPLEMENTS FOR THE EQUIPMENT POOL OF MIDENO
THROUGH EMERGENCY PROCEDURE

SOURCE OF FINANCING: PIB MINADER 2024

1. Subject of the invitation to tender: Within the frame work of program 186 captioned “improving the infrastructural Environment and access to factors of production and markets” Reference action 1 in the investment program of MIDENO for 2024 titled “ opening up of Agricultural production basins” and her objective to attain operational efficiency of the North West Development Authority, (MIDENO) hereby launches an Open National Invitation to tender through emergency procedure for the supply of three (3) tractors and implements for the equipment pool of MIDENO.

2. Nature of services/Works: The supply and reception of three (3) tractors and implements for the equipment pool of MIDENO.

3. Participation: Participation in this Invitation to tender is opened to 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. Provisional Cost: The provisional costs of the services/works involved in these supplies is **Seventy nine million six hundred thousand (79,600,000) fcfa**

6. Financing: Services which form the subject of this Invitation to tender shall be financed by **Public Investment Budget MINADER** for the **2024** financial year. Budget Head No: **249200**

7. Consultation of tender file: The tender file maybe consulted during working hours from **8:00 am to 4:00 pm** at the MIDENO Head Office, Secretariat of the Director General, Ayaba Street, P.O. Box 442, Bamenda; Email: midenobda@yahoo.com; Tel: 237 23336161 following the publication of this notice.

8. Acquisition of Tender File: The tender file may be obtained during working hours from **8:00 am to 4:00 pm** at the MIDENO Head Office, Secretariat of the Director General, Ayaba Street, P.O. Box 442, Bamenda; Email: midenobda@yahoo.com; Tel: 237 233331661 following the publication of this notice against payment of a non refundable sum of **Eighty five thousand four hundred and fifty (85,450) fcfa** and payable into Account No. 0684 97568660001- 28 in the name of “SPECIAL ACCOUNT SAC-ARMP” in any BICEC Branch in Cameroon

9. Submission of bids: Each bid drafted in English or French in (7 copies) including one (1) original and six (6) copies marked as such, should reach the MIDENO Head Office located at Ayaba Street, P.O. Box 442, Bamenda) not later than**18 OCT 2024**..... at **10:00 am prompt** and should carry the inscription:

6	Availability of spare parts
7	Local Technical Capacity and equipment for repair and routine maintenance
8	Original bids signed by the competent Authority of the firm
9	Financial capacity of at least 59,700,000 fcfa
10	Annual turnover of at least 100,000,000 fcfa for the last five (5) years
11	Origin of the supplies

15. 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 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

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

17. 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



Cletus Anye Matonyah
ECONOMIST (PLEG Hors Echelle)

CC

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

Pour : **LA FOURNITURE DE TROIS TRACTEURS AVEC LES IMPLÉMENTES**

« A n'ouvrir qu'en séance de dépouillement »

10. Cautionnement Provisoire : Chaque soumissionnaire devra joindre à ses pièces administratifs, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO d'un montant de **Un million cinq cent quatre vingt douze milles (1, 592,000) fcfa** et valable pendant **trente (30) jours au-delà de la date originale de validité des offres.**

11. Recevabilité des offres : Sous peine de rejet, les pièces des dossiers administratifs requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur ou une Autorité Administratif (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 chargé des Finances ou le non-respect des modèles des pièces du Dossier d'Appel d'Offres, entraînera le rejet pur et simple de l'offre sans aucune recours.

12. Ouverture des plis : L'ouverture des pièces administratives, offres techniques et financières aura lieu le à **11h précise** dans la **salle de Conférence de la MIDENO par la Commission Interne de Passation des Marchés de la 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

13. Délais de livraison : Le délai maximum de livraison prévu par le Maître d'Ouvrage ou Maître d'Ouvrage Délégué pour la réalisation des travaux est **Trois (3) mois**

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

A. Critères éliminatoires :

- Les Offres financières incomplètes
- Non-conformité aux spécifications et normes technique du DAO (prospectus, photos etc,)
- Absence ou insuffisance de la caution de soumission
- Soumission en retard
- Les documents frauduleux ou falsifiées
- Sanctions d'Exclusion par L'Autorité Chargée de Marchés Publics
- Association direct ou indirect à la conception, préparation des spécifications technique et autres documents concernant cet Avis d'Appel d'Offres
- Absence ou non-conformité d'une pièce Administratif
- Le non-respect de 80% des critères essentielle

B. Les Critères Essentielles

SN	Critères
1	Presentation générale des offres
2	l'expérience et la compétence technique pour au moins de 5 ans en ce domaine ou les domaines similaire
3	Conformité aux spécifications et normes technique du DAO (prospectus, photos etc,)
4	Délai de livraison est Trois (3) mois
5	Autorisation du fabricant

Table of Content

A General

Article 1: Scope of the Tender.....	13
Article 2: Financing.....	13
Article 3: Fraud and Corruption.....	13
Article 4: Candidates allowed to compete.....	13
Article 5: Supplies and ancillary services meeting the criteria of origin.....	14
Article 6: Qualification of Bidders.....	14

B Tender File

Article 7: Content of Tender File.....	15
Article 8: Clarifications and complaints on Tender File.....	16
Article 9: Modification of the Tender File.....	16

C Preparation of bids

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

D) Submission of bids

Article 22: Sealing and Marking of envelopes.....	20
Article 23: Date and time-limit for submission of bids.....	20
Article 24: Late bids.....	21
Article 25: Modification, substitution and withdrawal of bids.....	21

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 bid 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 bid 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 bid during the time-limit which he specifies in his bid; 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 bids

20.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids set by MIDENO in application of **Article 23 of the General Regulations**. An bid 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 bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid 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 bids 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 bid

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 bid 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 bid containing alterations or changes must be initialed by the signatory (ies) of the bid.

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

D) Submission of bids

Article 22: Sealing and Marking of bids

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

necessary, the existence of a guarantee of the bid if it is required and any other details which the Project Owner deems useful "to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

26.4 Bids (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 bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Adhoc Committee for Evaluation. 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 bids presented by bidders.

26.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Project Owner 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 bids 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 Adhoc Committee for Evaluation of the bids or the Project Owner in his award decision may cause the rejection of his bid.

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 bid, he should do so in writing.

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

28.1. To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it desires, request any bidder to give clarifications on his bid. This request for clarification and the response given are formulated in writing but no change on the amount or content of the bid is sought, bided or authorized, except it is necessary to confirm the correction of calculation errors discovered by the Adhoc Committee for Evaluation 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 Adhoc Committee for Evaluation for questions related to their bids, between the opening of envelopes and the award of the contract.

Article 29: Conformity of bids

29.1: The Adhoc Committee for Evaluation shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order

29.2: The Adhoc Committee for Evaluation shall determine if the bid 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 bid that conforms to the tender file shall essentially be an bid that respects all the terms, conditions and specifications of the tender file without substantial divergence or reservations. A substantial divergence or reservations is that

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

as to facilitate the comparison of bids.

Article 34: Comparison of bids

The Adhoc Committee for Evaluation shall compare all the bids that substantially conform to determine the bid valued 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 Contracting Authority shall award the contract to the bidder whose bid 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 bid 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 bided 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 Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure

The Contracting Authority reserves the right to cancel a procedure of invitation to tender (after the authorization of the **Authority in charge of Public contracts** where the bids 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 Contracting Authority 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 bids set in the Special Regulations, the Contracting Authority shall notify the successful bidder by telecopy confirmed by registered mail that his bid was retained. This letter will indicate the amount the Contracting Authority will pay the supplier to execute the contract and the time-limit.

Article 39: Publication of results of award and petitions

39.1. The Contracting Authority 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 bids.

39.2. The Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.

39.3. After publication of the award results, bids 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 Contracting Authority or Delegated Contracting Authority 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 Contracting Authority has seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.

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

Article 41: Final Bond

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

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

SPECIAL REGULATIONS OF THE INVITATION TO TENDER

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

	General
1.	Definition of supplies : The supply of Three (3) Farm Tractors and implements for the Equipment Pool of MIDENO through emergency procedure
1.1	Name and Address of Project Owner: The Director General, North West Development Authority (MIDENO), P.O. Box 442, Bamenda: Email: mideonbda@yahoo.com Tel: +237 233361378, Fax: 237 233361378 Reference of the invitation to tender: Open National invitation to Tender N°----/ONIT/MIDENO/MITB/13/84/2024 of for The supply of Three (3) Farm Tractors and for the Equipment Pool of MIDENO <i>through emergency procedure</i>
1.2	Delivery deadline: Three (3) Months from the date of notification to start delivery
2.1	Source of Financing: PIB MINADER 2024
4.1	List of pre-qualified candidates, where applicable: NA
4.2	Criteria or origin of bidders: <ul style="list-style-type: none">▪ All Local and National companies/suppliers in Cameroon that fulfill the required criteria specified in the bidding document and have the competence and experience of not less than 5 years in the same or similar supplies.▪ The firm must not be in a situation of conflicting interest as defined in Article 4.2 (b) of the General Regulations of the Invitation to Tender▪ The bidder must not have been excluded from bidding for public contracts by the Competent Authority in charge of Public contracts▪ A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is:<ul style="list-style-type: none">- Legally and financially autonomous- Managed according to commercial laws and- Not under the direct supervisory authority of MIDENO.
5.1	Criteria or origin of supplies: All specifications submitted must provide clear information as to the origin of the equipment to be supplied

and grouped in three volumes inserted respectively in internal envelopes and detailed as follows :

Envelope A - Volume 1 Administrative file

The Administrative File should contain the following documents:

1. The declaration of the intention to tender, stamped with fiscal stamp and signed by the bidder (according to the attached model)
2. Certified copy of Certificate of Incorporation not more than 3 months old
3. Original copy of Attestation of Non-bankruptcy/Solvency obtainable from the Court not more than three (3) months preceding the date of submission of bids
4. Certified copy of Tax Payer's card not more than 3 months old
5. Original attestation of Bank Account issued by a first rated bank approved by the Ministry in charge of finance.
6. Attestation of tax conformity stating that the bidder has *met* all the statutory declarations in issues of taxes in the current financial year; obtainable from the Taxation Department and not more than three months old.
7. Original CNPS clearance certificate not more than 3 months old
8. A valid location plan signed, stamped and dated by the bidder not more than 3 months old
9. Original receipt of payment for bidding document.
10. Certified copy of attestation of localization and location plan not more than 3 months old
11. Original Certificate of non-exclusion from Public contracts by ARMP not more than 3 months old
12. The bid bond of an amount of **1,592,000 fcfa valid for thirty (30) days beyond the validity of the bids**
13. The group agreement, where necessary
14. The power of attorney, where necessary

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

Envelope B - Volume 2: Technical bid

b.1 Information on qualification

- Full presentation of the firm
- Specific Experience of supplier in the same or similar services of not less than 5 years with proofs
- Availability of spare part/Accessories
- Manufacturer's/Supplier's references and Authorization to manufacture, assemble or distribute the equipment

	<p>Email:mideonbda@yahoo.com: Tel: +237 233 36 13 78</p> <p>Reference of the invitation to tender : Open National invitation to Tender N°..... /ONIT /MIDENO / MITB/13/84/2024 of for The supply of Three (3) Farm Tractors and implements for the Equipment Pool of MIDENO through emergency procedure</p>
23.1	Date and time-limit for submission of bids: Bids must be submitted latest at 10:00 am prompt
26.1	Venue, date and time of opening of bids: Bids shall be opened in the MIDENO conference Hall located in the MIDENO Project Management Office along Ayaba Street, opposite Mansfield plaza Hotel on the at 11:00 am prompt local time
Award of the contract	
41.1 and 41.4	A final bond of 5% of the total amount of the contract all taxes inclusive shall be furnished by the successful bidder within 20 days of the notification of the contract and presented in the form indicated in the Tender document

Article 22: Stamp duty and registration of contracts (article 11 of GAC).....	37
Chapter III: Execution of Services	37
Article 23: Patent rights (GAC supplemented).....	37
Article 24: Place of delivery and deadline (articles 31 and 33(1) of GAC).....	37
Article 25: Role and responsibility of supplier (GAC supplemented).....	37
Article 26: Transport and insurance (articles 31 of GAC).....	38
Article 27: Trials and related services (Article 28).....	38
Article 28: After sales service and consumables (articles 14 of GAC).....	38
Chapter IV: Acceptance	38
Article 29: Documents to be furnished before the technical acceptance (article 41 of GAC supplemented).....	38
Article 30: Provisional acceptance (articles 40 and 41 GAC)	38
Article 31: Documents to be furnished after provisional acceptance (article 40 of GAC supplemented).....	39
Article 32: Guarantee deadline (article 40 of GAC supplemented).....	39
Article 33: Final acceptance (article 48 of GAC).....	39
Chapter V: Miscellaneous Provisions	40
Article 34: Termination of the contract (article 57 of GAC).....	40
Article 35: Case of force majeure (article 56 of GAC).....	40
Article 36: Disagreements and disputes (article 61 of GAC) Article 37.....	40
Article 37: Drafting and dissemination of this contract	40
Article 38: Entry into force of the contract.....	40

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

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

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

Article 7: General instruments in force

This contract shall be governed by the following, general instruments:

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

CHAPTER II: FINANCIAL CONDITIONS

Article 11: Guarantees and securities

11.1. Final bond

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

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

11.2. Performance bond

The retention fund shall be set at **10 %** of the amount of the contract, **exclusive of VAT**.

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

11.3. Guarantee of start-off advance

- Not applicable

Article 12: Amount of the contract

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

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

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

Article 13: Place and Method of payment

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

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

Article 14: Price variation (Article 17 of GAC)

14.1. Prices shall be **firm/fixed**

Article 15: Price revision formulae (article 18 of GAC) :Not applicable

Article 16: Price updating formulae (article 18 of GAC) :Not applicable

Article 17: Advances (article 21 of GAC)

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

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

Article 18: Payment (Article 19 of GAC supplemented)

18.1. Payment conditions:

Payments in this contract shall be

- **90% advance payment exclusive of VAT** after delivery and provisional acceptance of the vehicles.
- **10%** of the total amount of contract taxes exclusive shall be considered retained from the date of signature of the contract and shall serve as guarantee for Twelve (12) months at the end of which the retention fees will be paid after the final reception has been carried out by the Reception committee which must be sanctioned by a technical

CHAPTER III: EXECUTION OF THE SERVICES

Article 23: Patent Rights (GAC supplemented) : NA

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

24.1. The place of delivery shall be: **The Project Management Office of the North West development Authority (MIDENO) located along Ayaba Street, opposite Mansfield Plaza Hotel, Mankon-Bamenda**

24.2. The delivery deadline of the services forming the subject of this tender shall be: **Three (03) months from the date of notification to start supplies.**

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

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

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

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

26.1. Packaging for transportation

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

26.2. Insurance

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

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

This shall be the responsibility of the supplier. The cost shall be borne by the supplier.

- **The commissioning operation:** The Three (3) Farm Tractors and implements(03 Harrow- 18Disc,03 Plough -4 Bottom Disc, 03 Ridgers) for the Equipment Pool of MIDENO *before reception* shall be tested for proper functioning of all the systems
- **Technical documentation:** The supplier shall provide the Project owner with
 - 1 copy each of the User's Manual in English for the Three (3) Farm Tractors and implements(03 Harrow- 18Disc,03 Plough -4 Bottom Disc, 03 Ridgers) for the Equipment Pool of MIDENO
 - 1 copy each of parts catalogue in English for the Three (3) Farm Tractors and implements(03 Harrow- 18Disc,03 Plough -4 Bottom Disc, 03 Ridgers) for the Equipment Pool of MIDENO
 - One (1) complete tool box each for the Three (3) Farm Tractors and implements(03 Harrow- 18Disc,03 Plough -4 Bottom Disc, 03 Ridgers) for the Equipment Pool of MIDENO
 - One (1) Spare tyre each for the Three (3) Farm Tractors and implements

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

The supplier shall maintain an after-sales service in the Republic of Cameroon for a period of **Twelve (12) months** from the date of the provisional acceptance:

- A duly mandated permanent representative
- Repair workshops
- Qualified personnel capable of carrying out all the repairs necessary and regular servicing of the equipment for the smooth functioning of the equipment or accessories he supplied
- A sufficient stock of spare parts.

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

32.1 The guarantee period shall be **Twelve (12) months** to run from the date of the provisional acceptance of the supplies.

32.2 During the guarantee period, the supplier shall be bound to:

- Ensure the routine servicing of the equipment supplied
- Carry out regular minor repairs from damages due to normal usage of the equipment

Article 33: Final Reception (Article 48 of GAC)

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

33.3. The procedure for final reception shall be the same as for provisional acceptance.

The Committee shall examine the minutes of the technical reception and shall proceed to the final reception of the supplies if there is need

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

North West Development Authority

MISSION DE DEVELOPPEMENT DU NORD OUEST

P.O. BOX 442 BAMENDA

BAMENDA, the

Tel: 233 36 13 78

Fax: 233 36 16 61

Email midenobda@yahoo.com

Website: www.mideno.org



N°...../MIDENO/B/.....

TERMS OF REFERENCE FOR THE ACQUISITION OF THREE FARM TRACTORS AND IMPLEMENTS FOR THE FARM EQUIPMENT POOL OF MIDENO

4. Technical Specifications

S/N	Description	Quantity	Technical Specifications
1	Farm Tractor	3	4WD with engine power ranging 150 to 160HP Sunshade, 6 cylinder diesel Engine.
2	Disc Plough - 4disc	3	Working width 1200mm to 1300mm, Depth of plough 250-300mm Weight of plough 650-750kg Three points mounted
2	Harrow -18 Disc	3	Width 2100-2500mm, Depth 200-300mm Disc diameter 600-700mm/26inch Number of discs 20 Thickness 5-7mm Weight of 1200-1500kg
4	Ridger - 4 ridge ridger	3	Working width 2600-2750 mm Depth 100-250mm Weight 450-550kg Three point mounted

5. Time Plan

The suggested duration for the assignment to be completed is 3 months

6. Financial proposal/Quotations

The financial proposal should include but not limited to an itemized line by line budget with unit costs clearly defined

7. Evaluation of proposals

The method of evaluation will depend on the public procurement method utilized by the procurement service and will be detailed out by the evaluation sub-Committee that will be set up for that purpose. Meanwhile a quality-cost-based selection method is recommended.

8. Financing/Source of Funding

This activity is to be financed by BIP MINADER 2024 with a budget of 79,600,000 fcfa with all taxes inclusive

9. Anti-Corruption Policy

LIST OF SUPPLIES AND DELIVERY CALENDAR OF TRACTOR AND IMPLEMENTS

Article No.	Description of supplies	Quantity (Number of units)	Unit	Site (project) or final destination as indicated in the Special Regulations	Delivery date (according to Incoterms)
					Latest delivery date
1.0	Tractors	3	U	MIDENO Head Office located along Ayaba Street, opposite Mansfield Plaza Hotel	three (03) Months from the date of notification to start supplies
2.0	Sets of tractor Implements	3	U	MIDENO Head Office located along Ayaba Street, opposite Mansfield Plaza Hotel	three (03) Months from the date of notification to start supplies
	-plough	3			
	-harrow	3			
	-Ridgers	3			
	-Tractor carriages	3			

2.0 LIST OF ANCILLARY SERVICES TO THE TRACTOR & IMPLEMENTS AND EXECUTION CALENDAR

Article No.	Description of service	Quantity	Physical unit	Site or place where the services have to be executed	Final date of execution of services
Three (3) Tractors and three (3) sets of tractor Implements	Establish Motor Registration Certificate	3	U	MIDENO Head Office located along Ayaba Street, opposite Mansfield Plaza Hotel	<i>Date of provisional Reception</i>
	CEMAC Number plate	3	U	<i>Idem</i>	<i>Idem</i>
	Provide current Windscreen license	3	U	<i>Idem</i>	<i>Idem</i>
	Running of engine and checking systems	3	U	<i>Idem</i>	<i>Idem</i>
	Copy of User's Manual in English	3	U	<i>Idem</i>	<i>Idem</i>
	Parts catalogue in English	3	U	<i>Idem</i>	<i>Idem</i>
	Supply Complete tool box	3	U	<i>Idem</i>	<i>Idem</i>
	Spare tyre	3	U	<i>Idem</i>	<i>Idem</i>
	Routine Servicing and minor repairs	<i>Within guarantee period of 6 months</i>	U	Bamenda and/or its environs	<i>At the end of 6 months guarantee period</i>

SCHEDULE OF UNIT PRICES

Price N°	Description or designation	Unit	Unit in Letter in CFA Francs exclusive of VAT	Unit prices in figures exclusive of VAT
1				
2				
3				
Etc.				

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 Order	Delivery fees	Margin	Unit price EVAT

Option N° 2

Description	Amount
Ex-works	
Freight	
Insurance	
CAF delivered Doula	
Customs duty	
Computer tax	
Unloading tax	
SGS control	
Transit + handling	
Transportation +	
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: MODEL 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*]
- 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 lot No.....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 bid for[*indicate duration of validity, in principle 90 days*] from the deadline of submission of tenders.

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

The Administrator 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. 3: MODEL FINAL BOND

Bank.....

Reference of the bond: No.....

Addressed to [indicate the contracting Authority and his address] Cameroon, hereinafter referred to as the "Contracting Authority"

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

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

Whereas we have agreed to give the Supplier this guarantee,

We,[name and address of bank]

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

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

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

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

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

ANNEX N° 6: MODEL OF MANUFACTURER'S AUTHORISATION

[The bidder requests the manufacturer to prepare this letter in conformity with the indications given. This letter of authorization must be on the manufacturer's letter head and must be signed by a person duly mandated to sign documents which commit the manufacturer. The bidder should include this letter in his tender, if so required by the Tender File]

Date [insert the date, (day, month, year) of submission offender]

IT N° of [Insert references of Invitation to tender]

Variant No.: [insert the identification number if this tender is proposed for a variant]

To: [Insert full name of Contracting Authority]

WHEREAS:

[Insert full name of manufacturer] are reputed manufacturer of [indicate the supplies produced] having our factory at [indicate the full address]

We hereby authorize [indicate the full name of the bidder] to present a tender and possibly sign a contract with you for the Invitation to Tender No.....[insert the references of the invitation to tender] for the supplies manufactured by us.

We confirm all our guarantees and are guarantors in accordance with the Tender File for the supplies bided above for this invitation to tender.

Name [insert the full name of the signatory of the authorization] In the capacity of

Signature [insert the signature]

Duly mandated to sign the capacitation for and on behalf of [insert manufacturer's full

Done onday of.....

[Insert, date of signature]

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

[recall the method of award of contract]

And -----

For The Supply Of-----

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

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

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

**J) PRELIMINARY EXAMINATION OF BIDS USING ELIMINATORY CRITERIA FOR OPEN NATIONAL INVITATION TO TENDER N°ONIT/MIDENO/MITB/13/84/2024
OF FOR THE SUPPLY OF THREE (3) TRACTORS AND IMPLEMENTS THROUGH EMERGENCY PROCEDURE**

DATE:.....

Title:							
SN	Essential Criteria	Sub Criteria	Bidder 1:		Bidder 2:		Bidder 3:
			Yes/No	Observations	Yes/No	Observations	Yes/No Observations
1.0	Presentation /submission of bid	Sealing and marking of bids (Outer envelope addressed as required)					
		Number of copies submitted (7, 1 original and 6 copies)					
		Bids signed by Competent Authority					
		All bids typed with indelible ink					
		Bid submitted on time					
2.0	Administrative Documents (Complete or incomplete)	Presentation of the declaration of the intention to tender, stamped with fiscal stamp and signed by bidder (according to the attached model)					
		Certified copy of Certificate of Incorporation not more than 3 months old					
		Original copy of Attestation of Non-bankruptcy/Solvency obtainable from the Court not more than three (3) months preceding the date of submission of bids					
		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					

(II) EVALUATION OF TECHNICAL PROPOSAL USING ESSENTIAL CRITERIA FOR OPEN NATIONAL INVITATION TO TENDER N°
..../ONIT/MIDENO/MITB/13/84/2024 OF FOR THE SUPPLY OF THREE (3) TRACTORS AND IMPLEMENTS THROUGH EMERGENCY PROCEDURE
DATE.....

DATE.....

SN	Title:	NAME OF BIDDERS	BIDDER 1:		BIDDER 2:	
		Sub Criteria	Score (Yes/No)	Observations	Score (Yes/No)	Observations
1		Full presentation of the firm				
2		Specific Experience of supplier in same or similar services of not less than 5 years with proofs				
3		Conformity of supply to technical specifications and standards in the Tender document with written proofs (prospectuses, photos etc.)				
4		Delivery schedule of 3 months				
5		Origin of supplies/quotations indicated with proofs				
6		Availability of spare part/Accessories with proofs				
7		Availability of local technical capacity and equipment for repairs and routine maintenance/After sales services with proofs(photos, etc)				
8		Manufacturer's Authorization/Supplier's references to manufacture, assemble or distribute the equipment				
9		Special Administrative Conditions (SAC) and Technical Specifications (TS) duly initiated and signed on the last page by the duly mandated representative of the supplier				
		Total				

NB: A score of less than 80 leads to technical elimination of the firm

NB: A score of less than 80 leads to technical elimination of the firm

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

PROPOSALS 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.....