

Re: 16/10/2024

MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT

REPUBLIC OF CAMEROUN

MINISTERE DE L'AGRICULTURE ET DU DEVELOPPEMENT RURAL Peace – Work – Fatherland

**NORTH WEST DEVELOPMENT AUTHORITY**

MISSION DE DEVELOPPEMENT DE LA REGION DU NORD OUEST

P.O. Box, 442, Bamenda

Bamenda, the.....

16 OCT 2024

Tel: (237) 233 36 13 78

Fax: (237) 233 36 16 61

Email: [mideno1981@gmail.com](mailto:mideno1981@gmail.com)

Website : [www.mideno.org](http://www.mideno.org)



N° 986/MIDENO/B/..... MITB/13/84

**NORTH WEST DEVELOPMENT AUTHORITY (MIDENO)**

**MIDENO INTERNAL TENDERS BOARD (MITB)**

**REQUEST FOR QUOTATION N°**  
..... 986/RQ/MIDENO/MITB/13/84/2024 **of**  
..... 16 OCT 2024 **FOR THE SUPPLY OF TWENTY**  
**FIVE (25) TONS OF SOLANUM POTATO SEEDS THROUGH**  
**EMERGENCY PROCEDURE**

**FINANCING: PUBLIC INVESTMENT BUDGET (BIP 2024)**

**FINANCIAL YEAR: 2024**

**BUDGETARY HEAD: 246503**



## DOCUMENT NO. 01: TENDER NOTICE

MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT

REPUBLIC OF CAMEROUN

MINISTERE DE L'AGRICULTURE ET DU DEVELOPPEMENT RURAL

Peace – Work – Fatherland

### **North West Development Authority**

MISSION DE DEVELOPPEMENT DU NORD OUEST

P.O. Box, 442, Bamenda  
the.....

Tel: (237) 233 36 13 78

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Email: [mideno1981@gmail.com](mailto:mideno1981@gmail.com)

Website: [www.mideno.org](http://www.mideno.org)



Bamenda, **16 OCT 2024**

N° **966**/MIDENO/B/**MITB/13/84**

### TENDER NOTICE

REQUEST FOR QUOTATION N° **966**...../RQ/MIDENO/MITB/13/84/2024 of  
**16 OCT 2024** FOR THE SUPPLY OF TWENTY FIVE (25) TONS OF SOLANUM  
POTATO SEEDS THROUGH EMERGENCY PROCEDURE

SOURCE OF FINANCING: PUBLIC INVESTMENT BUDGET (BIP)

Budgetary Head: 246503

**1. Subject of the invitation to tender:** Within the frame work of the Public Investment Budget (PIB) MINADER of the 2024 financial year, the Director General of the North West Development Authority (MIDENO) is looking for a competent and reliable service provider to **outsource the production of twenty five (25) tons of solanum potato seeds through emergency procedure**

**2. Nature of supplies:** The supply and reception of 25 tons of solanum potato seeds

**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 Supply:** 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 PUBLIC INVESTMENT BUDGET (PIB) for the 2024 financial year**

**6. Provisional Cost:** The provisional cost for this supply is **(15,000,000) Fifteen million FCFA**

**7. Consultation of tender file:** The tender file can be consulted during working hours **from 8:00 am to 4:00 pm** at the **MIDENO Head Office, Secretariat of the Director General (1<sup>st</sup> Floor),**



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

## **B. Essential Criteria**

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

**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 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

**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: mideno1981@gmail.com: Tel: 237 233 361 378**

**FOR: NORTH WEST DEVELOPMENT AUTHORITY**



*Clatus Anyo Matnyah*  
**ECONOMIST ( FLEG Hors Echelle)**

**CC**

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



5. **Financement:** Les prestations faisant l'objet du présent appel d'offres seront financées par LE **BUDGET D'INVESTISSEMENT PUBLIC (BIP) pour l'exercice 2024**
6. **Coût prévisionnel:** Le coût prévisionnel de cette fourniture est de **(15,000,000)** Quinze millions FCFA
7. **Consultation du dossier d'appel d'offres:** Le dossier d'appel d'offres peut être consulté aux heures ouvrables de 8 heures à 16 heures au Siège de la MIDENO, Secrétariat du Directeur Général (1er étage), Rue Ayaba, BP 442, Bamenda ; Email : [mideno1981@gmail.com](mailto:mideno1981@gmail.com) ; Tél : 237 233 361 378 dès publication du présent avis.
8. **Obtention du Dossier d'Appel d'Offres :** Le Dossier d'Appel d'Offres peut être obtenu aux heures ouvrables de 8 heures à 16 heures au Siège de la MIDENO, Secrétariat du Directeur Général, Rue Ayaba, BP 442, Bamenda ; Email : [mideno1981@gmail.com](mailto:mideno1981@gmail.com) ; Tél : 237 233 361 378 dès publication du présent avis contre paiement d'une somme non remboursable de vingt six mille **(26,000) FCFA** et payable au compte N° **06845 97568660001-28 ouvert au nom de « COMPTE SPECIAL SAC-ARMP »** dans toute Agence de la BICEC au Cameroun
9. **Dépôt des offres:** Chaque offre rédigée en anglais ou en français en sept (7 exemplaires) don't un (1) original et Three (3) copies marquées comme telles, devra parvenir au siège social de MIDENO sis à Ayaba Street, P.O. Box 442, Bamenda) au plus tard le ..... et devra porter l'inscription

“DEMANDE DE QUOTATIONS N° ...../DC/MIDENO/MITB/13/84/2024 DU  
.....**16 OCT 2024** POUR LA FOURNITURE DE 25 TONNES DE SEMENCES DE POMME DE  
TERRE SOLANUM PAR PROCÉDURE D'URGENCE”

« A ouvrir uniquement lors de la séance d'ouverture des plis »

10. **Cautionnement de soumission:** Chaque soumissionnaire doit joindre à ses Pièces Administratives, un cautionnement de soumission délivré par un établissement financier agréé par le Ministère chargé des Finances figurant sur la liste en pièce 11 du Dossier d'Appel d'Offres d'un montant de : Trois cent mille **(300,000 FCFA)** et valable trente (30) jours au-delà de la durée de validité des offres.
11. **Recevabilité des offres:** Sous peine de rejet, seuls les originaux ou les copies certifiées conformes par le service émetteur et les autorités officielles ou administratives (Préfets, Sous-préfets, Agents de Banque, Agents des Impôts etc.) des pièces administratives requises, y compris la caution de soumission, doivent impérativement être produits conformément aux Conditions Particulières de l'appel d'offres. Ils ne doivent pas dater de plus de trois (3) mois ou ne doivent pas être produits après la date de clôture de l'appel d'offres. Dépôt des offres. Toute offre non conforme aux prescriptions du présent avis et du dossier d'appel d'offres Sera déclarée irrecevable, notamment l'absence d'une caution de soumission délivrée par une banque de premier ordre approuvé par le Ministère en charge des Finances ou le non respect des modèles



15. **Méthode de sélection du fournisseur:** L'évaluation sera effectuée selon la méthode binaire. Le fournisseur sera sélectionné selon la méthode du moindre coût après avoir évalué la capacité technique (le soumissionnaire doit remplir 100 % des critères éliminatoires et doit obtenir au moins 80 points sur les 100 prévus pour l'évaluation technique) et la capacité financière du soumissionnaire et s'être assuré que la fourniture qu'il propose est conforme aux spécifications techniques de la fourniture figurant dans le document d'appel d'offres et conformément aux procédures décrites dans le présent dossier d'appel d'offres.
16. **Validité des offres:** Les soumissionnaires resteront engagés par leurs offres pendant trente (30) jours à compter de la date limite fixée pour la remise des offres.
17. **Informations complémentaires:** Des informations complémentaires peuvent être obtenues aux heures ouvrables au Secrétariat du Directeur Général, MIDENO, BP 442, Bamenda : Email : m"denobda@yahoo.com : Tél : 237 233 361 378

**POUR : LA MISSION DE DEVELOPPEMENT DU NORD OUEST**



*Clatus Anya Matonyah*  
ECONOMIST ( PLEG Hors Echelle)

**Ampliations:**

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

## **E) Opening of envelopes and Evaluation of offers**

Article 26: Opening of envelopes.....	
Article 27: Confidential nature of Procedure.....	
Article28: Clarifications on offers and contact with the CA.....	
Article 29: Conformity of offers.....	
Article 30: Evaluation of the technical offer.....	
Article31: Qualification of the Bidder.....	
Article32: Correction of Errors.....	
Article 33: Evaluation of Financial offers.....	
Article 34: Comparison of offers.....	

## **F)Award of Contract**

<b>Article35:</b> Award Contract.....	
<b>Article 36:</b> Right by Project Owner to declare an invitation to tender unsuccessful or to cancel a Procedure.....	
<b>Article 37:</b> Rights to Modify Quantities during award .....	
<b>Article 38:</b> Notification of Award of Contract.....	
<b>Article 39:</b> Publication of contract award results and petition.....	
<b>Article 40:</b> Signing of Contract.....	
<b>Article 41:</b> Final Bond.....	



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

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

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

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

ii) Presents more than one offer within the context of this invitation to tender, except authorized variants according to **Clause 17 of page 5**, where need be; meanwhile, this does not **prevent the participation of sub-contractors in more than one offer**.

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

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

i) Legally and financially autonomous

ii) Managed according to commercial laws and

iii) Not under the direct supervisory authority of MIDENO.

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

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

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

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

#### **Article 6: Qualification of Bidders**

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

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

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

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

i) The production of certified balance sheets or turnover

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

iii) Orders acquired and contracts awarded and executed

iv) Pending litigations

v) Availability of indispensable equipment

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



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

#### **Article 8: Clarification on the Tender File**

**8.1** Any bidder who wants to obtain clarifications on the Tender File may request them from MIDENO in writing or by electronic mail (telephone and E-mail) at MIDENO's address, which is: **North West Development Authority (MIDENO), Ayaba Street, opposite Mansfield Plaza Hotel, P. O. BOX 442, BAMENDA: Tel: 237 233 361 378, Email:mideno1981@gmail.com.**

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

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

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

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

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

#### **Article 9: Amendment of the Tender File**

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

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

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

#### **C) Preparation of Offers**

##### **Article 10: Tender fees**

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



### **c) Volume3: Financial Offer**

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

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

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

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

### **Article 13: Offer Price**

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

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

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

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

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

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

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

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



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

#### **Article 19: Bid Bond**

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

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

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

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

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

**19.6** The bid bond may be seized:

##### **a) If the Bidder:**

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

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

##### **b) If the bidder retained:**

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

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

#### **Article 20: Validity of offers**

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

**20.2** Under exceptional circumstances, MIDENO may request the consent of the bidder for the prolongation of the validity time-limit. The request and the responses that will be given shall be



### **Article 23: Date and time limit for Submission of offers**

**23.1** The offers must be received by MIDENO at the address specified above not later *than .....2024 at 11:00 am prompt local time.*

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

### **Article 24: Late offers**

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

### **Article 25: Modification, substitution and Withdrawal of offers**

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

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

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

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

### **E) Opening of envelopes and Evaluation of offers**

#### **Article 26: Opening of envelopes and petitions**

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

**26.2** Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding offer shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement offer" are opened and announced to the hearing of everyone and the new corresponding offer substituted for the preceding one which will be



the contract, if a bidder wishes to enter into contact with the Project Owner for reasons having to do with his offer, he should do so in writing.

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

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

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

#### **Article 29: Conformity of offers**

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

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

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

**a.** Which substantially limits the scope, quality or performance of the supplies and ancillary services specified in the contract.

**b.** Which substantially limits and is not in conformity with the Tender File, the rights of the Project Owner or the obligations of the bidder in relation to the contract; or

**c.** whose acceptance would be prejudicial to other bidders who presented offers that essentially conformed with the Tender File.

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

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

#### **Article 30: Evaluation of Technical Offer**

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



Regulations;

b. adjustments made on the price to correct the arithmetical errors in application of paragraph 32 of the General Regulations;

c. Adjustments made on the price as a result of rebates offered in application of paragraph 13(4) of the General Conditions:

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

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

#### **Article 34: 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 Jobbing Order**

##### **Article 35: Award of the Jobbing Order**

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

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

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

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

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

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

##### **Article 38: Notification of the award of the contract**

Before the expiry of the validity of the offers set in the Special Regulations, the Project Owner shall notify

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

**SPECIAL REGULATIONS OF THE INVITATION TO TENDER**

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

	General
1	<b>Definition of supplies:</b>  <b>REQUEST FOR QUOTATION N° ...../RQ/MIDENO/MITB/13/84/2024 of ..... FOR THE SUPPLY OF TWENTY FIVE (25) TONS OF SOLANUM POTATO SEEDS THROUGH EMERGENCY PROCEDURE</b>
1.1	<b>Name and Address of Project Owner:</b> The Director General, North West Development Authority (MIDENO) P.O. Box 442, Bamenda: <b>Email:</b> mideonbda@yahoo.com <b>Tel:</b> +237 233361378  <b>REFERENCE OF THE INVITATION TO TENDER: REQUEST FOR QUOTATION N° ...../RQ/MIDENO/MITB/13/84/2024 of ..... FOR THE SUPPLY OF TWENTY FIVE (25) TONS OF SOLANUM POTATO SEEDS THROUGH EMERGENCY PROCEDURE</b>
1.2	Delivery schedule of <b>Three (3) months from the date of notification to start delivery</b>
2.1	<b>Source of Financing: PIB MINADER 2024</b>
4.1	<b>List of pre-qualified candidates, where applicable: NA</b>
4.2	<b>Criteria or origin of bidders:</b> <ul style="list-style-type: none"><li>▪ All National companies/suppliers in Cameroon that fulfill the required criteria specified in the bidding document and have the competence and experience of <b>not less than 3 years</b> in the same or similar supplies.</li><li>▪ The firm must not be in a situation of conflicting interest as defined in Article 4.2 (b) of the General Regulations of the Invitation to Tender</li><li>▪ The bidder must not have been excluded from bidding for public contracts by the Competent Authority in charge of Public contracts</li><li>▪ A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is:<ul style="list-style-type: none"><li>- Legally and financially autonomous</li></ul></li></ul>



	by the Administration into a single account; on the other hand; each undertaking is paid in its own account by the Administration where it is several co-contracting.
11	<b>language of offer :</b> English or French
12.1	<p>The information on qualification referred to Article 12 of the General Regulations must be supplemented and grouped in three volumes inserted respectively in internal envelopes and detailed as follows:</p> <p><b><u>Envelope A - Volume 1 Administrative file</u></b></p> <p>The Administrative File should contain the following documents:</p> <ul style="list-style-type: none"> <li>• The declaration of the intention to tender, stamped with fiscal stamp and signed by the bidder (according to the attached model)</li> <li>• Certified copy of Certificate of Incorporation not more than 3 months old <b>OR</b> Certified copy of Business registration ("Registre de Commerce") or attestation of registration as a Cooperative (for Cooperatives)</li> <li>• Original copy of Attestation of Non-bankruptcy/Solvency obtainable from the Court not more than three (3) months preceding the date of submission of offers</li> <li>• Certified copy of Tax Payer's card not more than 3 months old</li> <li>• Original attestation of Bank Account issued by a first rated bank approved by the Ministry in charge of finance or by a first rate foreign bank not more than 3 months old</li> <li>• Attestation of tax conformity stating that the bidder has <i>met</i> 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,</li> <li>• A valid location plan, signed, stamped and dated by the bidder not more than 3 months old</li> <li>• Original CNPS clearance certificate relating to the supplies not more than 3 months old</li> <li>• Original receipt of payment for bidding document</li> <li>• Original Certificate of non-exclusion from Public contracts by ARMP relating to the subject of the invitation to tender and not more than 3 months old</li> <li>• The bid bond of an amount of: <b>three hundred thousand (300,000) FCFA beyond the validity of the offers</b></li> <li>• The group agreement, where necessary</li> <li>• The power of attorney, where necessary</li> </ul> <p>In case of group bidding, each member of the group must present a complete administrative file while items <b>12, 13</b> and <b>14</b> being presented only by the representative of the group in case of group bidding, each member of the group must present a complete administrative file while</p>

	(3)copies
22.2	<p><b>Name and Address of Project Owner:</b></p> <p>The Director General, North West Development Authority (MIDENO)</p> <p>P.O. Box 442, Bamenda:</p> <p><b>Email:</b>mideonbda@yahoo.com</p> <p><b>Tel: +237 33 36 13 78</b></p> <p>Reference of the invitation to tender: <b>REQUEST FOR QUOTATION N° ...../RQ/MIDENO/MITB/13/84/2024 of ..... FOR THE SUPPLY OF TWENTY FIVE (25) TONS OF SOLANUM POTATO SEEDS THROUGH EMERGENCY PROCEDURE</b></p>
23.1	<p>Date and time-limit for submission of bids: <b>Bids must be submitted latest .....at.....prompt</b></p>
26.1	<p>Venue, date and time of opening of bids: <b>Bids shall be opened in the MIDENO conference Hall located in the MIDENO Project management office, situated along Ayaba Street, opposite Mansfield plaza Hotel on the ..... at 11: 00 am prompt local time</b></p>
<b>Award of the contract</b>	
43.1 and 43.2	<p>A final bond of <b>5%</b> of the total amount of the contract all taxes inclusive shall be furnished by the successful bidder within <b>20 days</b> of the notification of the contract and presented in the form indicated in the Tender document</p>



<b>Article 19:</b> Interest on overdue payments (article 20 of GAC).....	
<b>Article 20:</b> Penalties for delay (article 34 of GAC supplemented).....	
<b>Article 21:</b> Tax and customs schedule (article 10 of GAC).....	
<b>Article 22:</b> Stamp duty and registration of contracts (article 11 of GAC).....	
<b>Chapter III: Execution of Services</b> .....	
<b>Article 23:</b> Patent rights (GAC supplemented).....	
<b>Article 24:</b> Place of delivery and deadline (articles 31 and 33(1) of GAC).....	
<b>Article 25:</b> Role and responsibility of supplier (GAC supplemented).....	
<b>Article 26:</b> Transport and insurance (articles 31 of GAC).....	
<b>Article 27:</b> Trials and related services (Article 28).....	
<b>Article 28:</b> sales service and consumables (articles 14 of GAC).....	
<b>Chapter IV: Acceptance</b> .....	
<b>Article 29:</b> Documents to be furnished before the technical acceptance (article 41 of GAC supplemented).....	
<b>Article 30:</b> Provisional acceptance (articles 40 and 41 GAC) .....	
<b>Article 31:</b> Documents to be furnished after provisional acceptance (article 40 of GAC supplemented).....	
<b>Article 32:</b> Guarantee deadline (article 40 of GAC supplemented).....	
<b>Article 33:</b> Final acceptance (article 48 of GAC).....	
<b>Chapter V: Miscellaneous Provisions</b> .....	
<b>Article 34:</b> Termination of the contract (article 57 of GAC).....	
<b>Article 35:</b> Case of force majeure (article 56 of GAC).....	
<b>Article 36:</b> Differences and disputes (article 61 of GAC) Article 37.....	
<b>Article 37:</b> Drafting and dissemination of this contract .....	

#### **Article 5: Standards (Article 3 of GAC supplemented)**

The supplies done in execution of this contract shall be in conformity with the standards laid down in the Special Technical Conditions and where no standard is mentioned, to the authoritative standard on the issue and applicable in Cameroon; this standard shall be the most recent standard approved by the competent Authority. The supplier shall study, execute and guarantee the supplies and services by taking into consideration the best practice in Cameroon for operations of similar technology.

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

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

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

#### **Article 7: General instruments in force**

1. The Finance law No 2023/019 of 19<sup>th</sup> December 2023 for the 2024 financial year.
2. Circular N° 00000026/C/MINFI of 29<sup>th</sup> 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 20<sup>th</sup> June 2018 revising the Public Contracts Code;
4. Decree N° 2012/074 of 8<sup>th</sup> March 2012 relating to the setting up, organization and functioning of Tenders Boards;
5. Decree N° 2012/075 of 8<sup>th</sup> March 2012 on the organization of the Ministry of Public Contracts;
6. Decree N° 2012/076 of 8<sup>th</sup> March 2012 amending and supplementing some provisions of Decree No 2001/048 of 23<sup>rd</sup> February 2001 on the creation, the organization and functioning of the Public Contracts Regulatory Agency;
7. Decree N° 2013/271 of 5<sup>th</sup> August 2013 amending and supplementing some provisions of Decree No 2012/074 of 8<sup>th</sup> 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 18<sup>th</sup> April 2008 on the enforcement of rules governing the



## **CHAPTER II: FINANCIAL CONDITIONS**

### **Article 11: Guarantees and securities**

#### **11.1. Final bond**

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

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

#### **11.2. Performance bond**

- Not applicable

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

**11.3. Guarantee of start-off advance:** Not applicable

### **Article 12: Amount of the Jobbing Order**

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

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

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

### **Article 13: Place of payment**

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

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

### **Article 14: Price variation (Article 17 of GAC)**

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

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

Not applicable

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

Not applicable

### **Article 17; Advances (article 21 of GAC)**

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

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

### **Article 18; Payment (Article 19 of GAC supplemented)**

**18.1.** Payment conditions:

Payments in this contract shall be

### **CHAPTER III: EXECUTION OF THE SERVICES**

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

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

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

<b>Description</b>	<b>Place of Delivery</b>
<b>Supply of twenty five (25) tons of solanum potato seeds</b>	Trial and Demonstration Centre (TDC) Santa

**24.2.** The delivery deadline of the services forming the subject of this contract shall be: **Three (3) months from the date of notification to start the supply**

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

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

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

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

**26.1. Packaging for transportation**

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

**26.2. Insurance**

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

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

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



**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 DEVELOPPEMENT DE LA REGION DU NORD OUEST

P. O. BOX 442, BAMENDA



Bamenda, the.....

## TERMS OF REFERENCE (TOR) FOR OUTSOURCING SEED MULTIPLICATION ACTIVITIES FOR SOLANUM POTATO SEEDS FOR THE 2024 FARMING SEASON



### **3. Expected Results**

Production and delivery of high quality seeds to MIDENO as follows:

- ❖ 25 tons of solanum potato

### **4. Scope of Work**

The scope of work for the service provider shall include, but not be limited to, the following activities:

#### **4.1. Seed Multiplication Planning**

Develop a detailed plan for seed multiplication, including the required quantity of seeds to be produced, timelines, and milestones.

#### **4.2. Seed Sourcing**

- Obtain the initial batch of seeds from approved seed sources or breeders under the close supervision of MIDENO and the services of quality control.
- Ensure the seeds procured are of high quality, disease-free, and genetically pure as tested by the service of quality control against certification.

#### **4.3. Seed Multiplication**

- Establish and maintain appropriate seed multiplication fields, ensuring proper isolation and suitable agronomic practices.
- Implement effective crop management techniques to maximize seed production and quality.
- Monitor and manage pests, diseases, and weeds.
- Conduct regular field inspections and ensure compliance with quality standards.
- Implement appropriate post-harvest handling practices to maintain seed quality.

#### **4.4. Quality Assurance**

- Implement quality control measures throughout the seed multiplication process to ensure the production of high-quality seeds in collaboration with MIDENO and the service of quality control.
- The service of quality control and the MIDENO Technical team must carry out technical supervision to the farms during strategic activities to ensure that all the protocols of seed production are respected.

#### **4.5. Documentation and Reporting**

- Maintain accurate records of all seed multiplication activities, including seed sources, production techniques, and field observations.
- Provide regular progress reports to MIDENO, including updates on seed production quantities, quality assessments, and any challenges encountered.

#### **4.6. Capacity Building and Knowledge Transfer**

- Provide training to project staff on seed multiplication techniques and best practices.
- Facilitate knowledge transfer and technical support to project staff for future seed multiplication efforts.

## **10. Evaluation of proposals**

<b>Sn</b>	<b>Grading scale</b>	<b>Score points</b>
1	Experience relevant to the assignment	30
2	Methodology, approach (understanding of TOR)	30
3	Qualification and competence of consultant and team members for the assignment	40

## **11. Responsibilities of MIDENO**

MIDENO shall be responsible for:

- Facilitating access to information;
- Supervising and ensure proper realization of the assignment in accordance with the specifications outlined on the TOR;
- Carrying out the monitoring and evaluation of the assignment carried out by the service provider.

## **12. Confidentiality**

All information shared between MIDENO and the service providers during the proposal evaluation process shall be treated as confidential.

## **13. Submission of proposal**

All potential bidders should submit their proposals in sealed envelopes at the following address:

**North West Development Authority (MIDENO) located at Ayaba Street-Bamenda**

**P.O. Box 442, Bamenda**

**C/O Mr Cletus Anye Matoyah, Director General**

Sign\_\_\_\_\_



**DOCUMENT NO. 06: UNIT PRICE SCHEDULE**

**SCHEDULE OF UNIT PRICES**

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

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

Signature .....[Insert signature],

Date.....[Insert date]:

**DOCUMENT NO. 08: SUB-DETAILS OF UNIT PRICES****Sub-details of unit prices****Option N° 1**

N°	Mercuriel Ref.	Designation	Cost price	Transportation	Cost of Oder	Delivery fees	Margin	Unit price EVAT

**Option N° 2**

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

Bidder's name [insert name],

Signature [insert signature],  
[insert date]

Date



**ANNEX No. 1: DECLARATION OF INTENTION TO TENDER**

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

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

• Having taken cognisance of all the documents featured or mentioned in the Tender File including the addenda of No.....[*recall the subject of the invitation to tender*]

• I pledge to deliver the supplies within a deadline of.....months.

• In addition I pledge to maintain my offer for[*indicate duration of validity, in principle 60 days*] from the deadline of submission of tenders.

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

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

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

**Signature of.....**

**In the capacity as.....**

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

### **ANNEX N° 3: MODEL BID BOND**

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

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

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

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

The conditions of this commitment are as follows:

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

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

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

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

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

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

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

**[Bank's signature]**



**ANNEX N° 5: MODEL RETENTION BOND (GUARANTEE)**

Bank.....

Reference of the guarantee: No.....

Addressed to [Indicate the Project Owner]

[Address of Project Owner]

Hereinafter referred to as "the Project Owner"

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

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

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

We, \_\_\_\_\_ [name and address of the bank].

Represented by \_\_\_\_\_ [names of signatories] and hereinafter referred to as "the bank":

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

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

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

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

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

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

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

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

Signed and authenticated by the bank

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

**[Signature of the bank]**

**BETWEEN:**

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

**On the one hand**

And

-----COMPANY

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

Business Registry N° -----A

Taxpayer's N° .....

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

**On the other hand**

It has been agreed and settled as follows:

**SUMMARY**

Part I: Special Administrative Conditions (SAC)

Part II: Description of supplies

Part III: Price Schedule

Part IV; Detailed estimates

Part V: Delivery calendar

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

[recall the method of award of contract]

And -----

For The Supply Of-----

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

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

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



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

DATE.....

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

**(II) EVALUATION OF TECHNICAL PROPOSAL USING ESSENTIAL CRITERIA**

DATE.....

SN	TITLE:	NAME OF BIDDERS	BIDDER 1:		BIDDER 2:	
		Sub Criteria	Score (Yes/No)	Observa tions	Score (Yes/No)	Observ ations
1		Full presentation of the firm				
2		Specific Experience of supplier in same or similar services of not less than 3 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 Three (3)months				
5		Special Administrative Conditions (SAC) and Technical Specifications (TS) duly initialed and signed on the last page by the duly mandated representative of the supplier				
		<b>Total</b>				

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

**GENERAL OBSERVATIONS:**



# EVALUATION OF FINANCIAL OFFER

DATE.....

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

## PROPOSAL FOR AWARD:

Name of Evaluator No. 1..... Signature.....  
Name of Evaluator No. 2..... Signature.....  
Name of Evaluator No. 3..... Signature.....  
Name of Evaluator No. 4..... Signature.....  
Name of Independent Observer.....Signature.....