

REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

MINISTERE DE LA DECENTRALISATIO
ET DU DEVELOPPEMENT LOCAL

REGION DU NORD OUEST

DEPARTEMENT DE NGOKETUNJIA

ARRONDISSEMENT DE BABESSI

COMMUNE DE BABESSI

COMMISSION INTERNE DE
PASSATION DES MARCHE



REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION
AND
LOCAL DEVELOPMENT

NORTH WEST REGION

NGOKETUNJIA DIVISION

BABESSI SUB DIVISION

BABESSI COUNCIL

BABESSI COUNCIL INTERNAL
TENDERS' BAORD

BABESSI COUNCIL INTERNAL TENDERS BOARD

REQUEST FOR QUOTATION

N° 01/RQ/ MINDDEVEL/BC/BCITB/PIB/ 2025 OF 16/01/ 2025 FOR THE PURCHASE OF
EQUIPEMENT AND INPUT FOR BABESSI COUNCIL FISH FARM IN BABESSI
MUNICIPALITY IN NGOKETUNJIA DIVISION OF THE NORTH WEST REGION

PROJECT OWNER: THE LORD MAYOR OF BABESSI COUNCIL

FUNDING: MINDDEVEL PUBLIC INVESTMENT BUDGET (PIB) - 2025

FINANCIAL YEAR 2025

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CONSULTATION NOTICE

**Subject: REQUEST FOR QUOTATION N° 01/RQ/ MINDDEVEL/BC/BCITB/PIB/ 2025 OF
_____/01/ 2025 FOR THE PURCHASE OF EQUIPEMENT AND INPUT FOR BABESSI
COUNCIL FISH FARM IN BABESSI MUNICIPALITY IN NGOKETUNJIA DIVISION OF
THE NORTH WEST REGION**

Within the framework of 2025 Investment Budget, the Lord Mayor of Babessi Council, Contracting Authority, hereby launches, a Request for Quotation for the purchase of equipment and input for Babessi Council fish farm in Babessi Municipality in Ngoketunjia Division of the North West Region.

1. Participation:

Participation to this consultation is open to Cameroonian enterprises that are in compliance with the fiscal laws.

2. Description of services:

The services of this request for quotation include the following:

- Supply of fish feed

3. Project owner The Lord Mayor Babessi Council

4. Lots

The supply is in single lot..

5. Estimated cost

The estimated cost after preliminary studies is Fifteen million (15,000,000) Francs CFA.

6. Funding

This project shall be financed by the 2025 Public Investment Budget of the MINDDEVEL with budget heads as indicated on the table above

7. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment or an Insurance Company approved by the Ministry in charge of finance and whose list is found in the Consultation File, of an amount of **Three hundred thousand (300,000) Francs CFA** valid for thirty (30) days beyond the date of validity of bids. As per article 90 (9) of the Public contract Code (Decree No. 2018/366 OF 20 June 2018), certified cheques or bank cheques are acceptable in the place of bid bond.

8. Consultation of the Tender file:

The Consultation file could be consulted in the Babessi council, Service of Award on publication of this invitation.

9. Acquisition of consultation file:

The file may be consulted and obtained at the Babessi Council, Service of Public Contracts Telephone N° 670 76 34 71, with effect from the date of signature of this Consultation Notice upon presentation of a receipt attesting to the payment of a non-refundable fee of **Twenty five thousand (25 000) CFA francs** payable at Babessi council Treasury, representing the cost of purchasing the Consultation file.

10. Submission of Files:

Complete bidders' files, including all administrative documents, must be deposited in **07** copies including the original file and **06** copies on the **13/02/2025** at **10:00 AM** local time in sealed envelopes, in the Babessi Council, Service of Award bearing on:

**REQUEST FOR QUOTATION N° 01/RQ/ MINDDEVEL/BC/BCITB/PIB/ 2025 OF 16/01/ 2025
FOR THE PURCHASE OF EQUIPEMENT AND INPUT FOR BABESSI COUNCIL FISH
FARM IN BABESSI MUNICIPALITY IN NGOKETUNJIA DIVISION OF THE NORTH WEST
REGION**

To be opened only during the Tenders Board Opening session ».

11. Opening of bids:

Bids will be opened on the **13/02/2025** at **11:00 AM** in the Babessi Council Hall, by the Babessi Council Internal Tender's Board, in the presence of the bidders or their mandated representatives with full knowledge of the files if they so desire.

The bids will be evaluated exclusively of value added tax (EVAT) and all taxes inclusive (ATI) and accompanied by a signed model submission.

12. Deadline of execution:

The dead line of execution is **Sixty (60) days** from the date of notification for this Jobbing Order to begin.

13. Evaluation criteria

The bids shall be evaluated according to the main criteria as follows:

A. Eliminary criteria

1. Absence or insufficient bid bond (outright elimination);
2. Absence or non-conformity of a document in the administrative file
3. False declaration or falsified documents;
4. Incomplete financial file;
5. Omission of a unit price in the financial bid;
6. Deadline for delivery higher than prescribed;
7. Non respect of 75% of essential criteria;
8. External envelope carrying a sign that can identify the bidder;

During the opening session of the bids if a document of the administrative bid is absent or noncompliant, the bidder will be given forty-eight (48) hours to produce or replace the said document else it will be eliminated during the evaluation of the bids. No such document will be accepted after this deadline.

B. Essential criteria

- 1- General presentation of the tender files;
- 2- Financial capacity;
- 3- References of the company in similar achievements;
- 4- Catalogue of equipment in colour including specifications;
- 5- Draft jobbing order duly filled initialed in all pages signed and dated on the last page.

14. Award

This evaluation will be done in a purely positive way (**yes**) or negative (**no**) with an acceptable minimum of **75%** of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount(**total without taxes**), in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **75%** of the essential criteria.

15. **Period of validity of the bids:**

The bidder is bound by his bid for a period of ninety (90) days with effect from the deadline fixed for the submission of the bids.

16. **Complementary Information:**

Complementary technical information may be obtained during working hours from the Babessi Council, Service of Award of Public Contracts Telephone N° 670 76 34 71

Done at BABESSI on the, **6 JAN 2025**

Circular copies

- MINMAP;
- ARMP/PCJ;
- President TB;
- Notice Board;
- Chrono.

THE LORD MAYOR



Hetch Nwak Joachum
AGRICULTURAL ENGINEER

REPUBLIQUE DU CAMEROUN
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AVIS DE CONSULTATION POUR UNE DEMANDE DE COTATION

Objet : CONSULTATION N° 01 / DC/ MINNDEVEL/BC/BCITB/BIP/ 2025 DU 16/01/ 2025 POUR L'ACHAT D'EQUIPEMENTS ET D'INTRANTS POUR LA PISCICULTURE DANS LA MUNICIPALITE DE BABESSI, DEPARTEMENT DE NGOKETUNJIA, REGION DU NORD OUEST.

Dans le cadre de l'exercice budgétaire 2025, le Maire de Babessi, Autorité Contractante lance, une Demande de Cotation pour la pour l'achat d'équipements et d'intrants pour la pisciculture dans la Municipalité de Babessi, Département de Ngoketunjia, Region du Nord-Ouest.

1. Participation :

La participation à cette consultation est ouverte aux entreprises de droit camerounais.

2. Description des prestations :

Les prestations de la présente demande de cotation comprennent,
- Fourniture d'aliments pour les poissons

3. Maitres d'Ouvrage : le Maire de Babessi

4. Allotissement

Les fournitures sont à un lot unique.

5. Coût prévisionnel

Le coût prévisionnel des travaux à l'issue des études préalables est de **Quinze million (15,000,000) francs CFA.**

6. Financement :

Les prestations, objet de la présente consultation sont financées par le Budget d'Investissement Publics du Cameroun de l'exercice 2025

7. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre ou une compagnie d'assurance agréée par le Ministère chargé des finances et dont la liste figure dans la dossier de consultation, d'un montant de **Trois cent mille (300,000) FCFA** et valable pendant trente(30) jours au-delà de la date originale de validité des offres.

8. Consultation du Dossier :

Le Dossier de Consultation peut être consulté et obtenu aux heures ouvrables à la Mairie de Babessi, Service de Passation des marchés publics (Secrétariat Privé) Tél.: 670 76 34 71, dès publication du présent avis.

9. Acquisition du Dossier de consultation

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables à la Commune de Babessi, Service de Passation des marchés Publics Tél. : 670 76 34 71, dès publication du présent

avis contre présentation d'une quittance de versement de la somme non remboursable de **Vingt-cinq mille (25 000) Francs CFA** à la Trésorerie de la commune de Babessi

10. Remise des offres :

Chaque offre, rédigée en français ou en anglais en sept (7) exemplaires dont un (1) original et six (6) copies marqués comme tels, devra parvenir contre récépissé à la Commune de Babessi, Service d'attribution, Tél. 670 76 34 71,, au plus tard le **13/02/ 2025 à 10 heures**, heure locale et devra porter la mention suivante :

**DEMANDE DE COTATION N° 01 / DC/ MINDEVEL/BC/BCITB/BIP/ 2025 DU 16/01/ 2025
POUR L'ACHAT D'EQUIPEMENTS ET D'INTRANTS POUR LA PISCICULTURE DANS
LA MUNICIPALITE DE BABESSI, DEPARTEMENT DE NGOKETUNJIA, REGION DU
NORD OUEST.**

«A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT»

11. Recevabilité :

Les offres seront remises à l'adresse sus indiquée et dépouillées le **13/02/2025 à 11 h** dans la salle de conférence de la Maire de Babessi, par la Commission interne de Passation de marché publics de la commune de Babessi siégeant , en présence des soumissionnaires qui le désirent.

Les offres devront être chiffrées hors taxes sur la valeur ajoutée (HTVA) et toutes taxes comprises (TTC), et accompagnées du modèle de soumission signé.

12. Délai d'exécution :

Le délai d'exécution est fixé à **soixante (60) jours** à compter de la date de notification de l'ordre de service de commencer l'exécution de la présente lettre commande.

13. Principaux critères d'évaluation :

Les offres seront évaluées selon les principaux critères suivants :

A. Critères éliminatoires:

Il s'agit notamment:

- 1- Absence ou insuffisance de la caution provisoire de soumission (élimination automatique) ;
- 2- Absence ou non-conformité d'une pièce administrative 48h après ouverture des plis;
- 3- Fausses déclarations ou pièces falsifiées;
- 4- Offre financière incomplète ;
- 5- Omission d'un prix unitaire ;
- 6- Délai d'exécution Supérieur aux délais impartis.
- 7- Le non-respect de 75% des critères essentiels ;
- 8- Enveloppe présentant un signe distinctif;

B - Critères essentiels

Les critères relatifs à la qualification des candidats porteront à titre indicatif sur :

- 1- Présentation générale de l'offre ;
- 2- Capacité financière ;
- 3- Références de l'entreprise dans les réalisations similaires ;
- 4- Un Catalogue des Equipement en couleur avec les spécifications techniques;
- 5- lettre command initiée dans toutes les pages signées et date dans la dernière page

14. Attribution

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins **75%** de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, (montante hors tax) conforme pour l'essentiel aux prescriptions du Dossier de Consultation, ayant satisfait à **100%** des critères éliminatoires et au moins **75%** des critères essentiels.

15. Durée de validité des offres :

Les soumissionnaires restent engagés par leur offre pendant une période de 90 jours, à compter de la date limite fixée pour la réception des offres.

16. Renseignements complémentaires :

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de Mairie de Babessi - Services des marchés Publics, Tél. : 670 76 34 71.

Fait à Babessi, le **16 JAN 2025**

Ampliations :

- MINMAP;
- ARMP/JDM;
- Président CPM;
- Affichage;
- Le Maire Concerné
- Chrono / Archive

Le Maire de Babessi,



Netoh Mbah Joachim
AGRICULTURAL ENGINEER

DOCUMENT N° I

LETTER OF INVITATION TO BE SUBMITTED

Subject: REQUEST FOR QUOTATION N° 01/RQ/ MINDDEVEL/BC/BCITB/PIB/ 2025 OF 16/01/2025 FOR THE PURCHASE OF EQUIPEMENT AND INPUT FOR BABESSI COUNCIL FISH FARM IN BABESSI MUNICIPALITY IN NGOKETUNJIA DIVISION OF THE NORTH WEST.

Dear Sir,

Within the framework of 2025 Investment Budget, the Lord Mayor of Babessi Council, Contracting Authority, hereby launches, a Request for Quotation for the PURCHASE OF EQUIPEMENT AND INPUT FOR BABESSI COUNCIL FISH FARM IN BABESSI MUNICIPALITY in Ngoketunjia Division of the North West Region.

For this reason, you will find attached, the descriptive and the quantitative estimates of the works to be carried out which I am requesting you to cost them and return to me on the **13/02/ 2025** at **10 AM** in sealed envelopes addressed to the Contracting Authority bearing on :

REQUEST FOR QUOTATION N° 01/RQ/ BC/ BCITB / 2021 OF 16/01/2025 FOR THE PURCHASE OF EQUIPEMENT AND INPUT FOR BABESSI COUNCIL FISH FARM IN BABESSI MUNICIPALITY IN NGOKETUNJIA DIVISION OF THE NORTH WEST

The bids will be submitted on the **13/02/2025** at **10 AM** at the Babessi Council, Service of Award and opened the same day at 11 AM in the Babessi council conference hall .

Your bid should be costed without value added taxes (HTVA) and All Taxes Inclusive (TTC), and accompanied with the signed model submission.

This supply shall be carried out within deadline of 60 (Sixty) days taking effect from the date entered into of this Jobbing Order.

Accept Sir, Madam, my heartfelt greetings.

DOCUMENT No. II
RULES OF THE CONSULTATION

2.1 - CONSULTATION FILE

ARTICLE 1: Contents of the consultation file

- 1.1 The consultation file shall describe the works which are subject to a certain type of jobbing order, lay down the consultation procedure and conditions for the jobbing orders.
- 1.2 The consultation file shall comprise the following documents:
- 1.1 the letter of invitation to tender,
 - 1.2 technical specifications,
 - 1.3 the bill of entry and quantities,
 - 1.4 the model tender,
 - 1.5 the draft jobbing order,
 - 1.6 the model bid comparison table.

1.3 The Supplier shall study the instructions, models, conditions and specifications contained in The consultation file.

2.2- BID PREPARATION

ARTICLE 2: Language

The bid as well as any correspondence comprising the bid shall be written in English or French.

ARTICLE 3: Documents comprising the bid

The bid presented by the Supplier shall comprise the following documents duly filled:

- (a) A stamped letter of submission signed and dated,
- (b) equipment as specified,
- (c) list of equipment and their technical specifications;
- (d) The descriptive and quantitative estimate duly filled, signed and dated ;
- (e) The draft Jobbing Order duly completed, initialed and signed ;
- (f) Deadline for the execution of the works
- (g) A complete administrative file comprising of the following :

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force
A.2	Certified Copy of the Business Registration, not more than three months old.
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank or an insurance company approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of tender file issued by BABESSI municipal treasury
A.6	A bid bond for each lot issued by a first rate-bank or an insurance company approved by the Ministry in charge of Finance in conformity with COBAC conditions.
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)

A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
A.9	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.
A.10	A Certificate of tax compliance attesting that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.
A .11	Plan of localization

During the opening session of the bids if a document of the administrative bid is absent or noncompliant, the bidder will be given forty-eight (48) hours to produce or replace the said document else it will be eliminated during the evaluation of the bids. No such document will be accepted after this deadline.

ARTICLE 4 : BID

- 4.1 The Supplier shall specify in the bid the place of delivery and nature of prices
- a. Exclusive of VAT
 - and
 - b. All taxes and customs duties inclusive (ATT).

4.2 The contractor shall complete the Bill of Entry and Quantities provided in the consultation file, indicating the characteristics of the works in the line reserved for that purpose, the unit prices, the total price for each item and the delivery period for the jobbing order.

4.3 The contractor shall fill and sign the draft jobbing order.

ARTICLE 5 : Bid currencies

Prices shall be written in CFA francs.

ARTICLE 6 : Bid validity period

Bids shall be valid for the period of 90 days.

2.2 - SUBMISSION OF BIDS

The bids will be submitted on the **13/02/2025 at 10 AM** at the Babessi council, Service of Award and opened the same day at 11 AM in the Babessi council conference

ARTICLE 7: Stamping and marking of bids

contractor shall enclose the original and copies of their bids in an envelope Addressed to the contracting authority at the address indicated in the letter of invitation to tender and bearing the

**REQUEST FOR QUOTATION N° 01/RQ/MINDDEVEL/BC/BCITB/PIB/ 2025 OF 16/01/ 2025
FOR THE PURCHASE OF EQUIPEMENT AND INPUT FOR BABESSI COUNCIL FISH
FARM IN BABESSI MUNICIPALITY IN NGOKETUNJIA DIVISION OF THE NORTH WEST**

ARTICLE 8 : Latest time and date of submission of bids

Bids shall be received at the address latest at the time and date indicated Consultation Notice

2.4 - OPENING AND EVALUATION OF BIDS

ARTICLE 9 : Opening of bids by the Tenders Board

9.1 The Babessi council internal Tenders Board shall open the bids in the presence of representatives of suppliers wishing to attend the bid-opening session to hold on the same day as the day of submission of bids and within the hour following that for the submission of bids.

9.2 The above-mentioned Tenders Board shall prepare a report of the bid-opening session.

ARTICLE 10 : Verification of compliance and comparison of bids

The Tenders Board shall verify compliance and compare the bids in the following order:

- study of the compliance of bids, as regards the delivery periods and technical specifications
- verification of arithmetical operations by using, where necessary, the unit prices in words to make any necessary corrections
- Preparation of a summary table of bids.

2.5 - AWARD OF THE JOBBING ORDER

ARTICLE 11 : Award of the jobbing order

The Tenders Board shall propose the award of the jobbing order to the contractor whose bid it would have deemed compliant with the provisions of the Consultation File, and is the **lowest excluding taxes**.

ARTICLE 12 : Announcement of award of the jobbing order

The contracting authority shall decide on the award and publish the result of the jobbing order in the Contracts Newsletter, through the media and/or by bill posting, stating:

- a) the name of the beneficiary,
- b) the object of the consultation,
- c) the amount of the jobbing order and of each lot (if the consultation had led to apportionment),
- d) The delivery deadline.

ARTICLE 13 : Signing of the jobbing order

Within 2 (two) weeks following the award, the jobbing order shall be signed by the Contracting Authority and notified to the contractor who shall be responsible for its registration according to the procedure in force.

ARTICLE 14 : Corruption and fraudulent practices

The Chairpersons and Member of Tenders Boards as well as Contractor should at all times comply with the strictest rules of professional ethics. More especially, they should refrain from corruption or any other form of fraudulent practices. By virtue of this principle, the expressions hereunder shall be defined as follows:

- (a) Whoever offers, gives, solicits or accepts any benefit whatsoever to influence the action of a State worker during the award or execution of a jobbing order shall be guilty of "corruption", and
- (b) Whoever provides, solicits or accepts several quotations tendered by the same contractor under different corporate names and/or under different registration numbers shall be guilty of "corruption".

- (c) Whoever deforms or distorts facts in order to influence the award or execution of a jobbing order in a manner prejudicial to the Project Owner indulges in "fraudulent practices".
- "Fraudulent practices" shall comprise any understanding or collusion of bidders (before or after submission of the bid) seeking to artificially keep the bid prices at levels not corresponding to those resulting from free and open competition, thus depriving the Project Owner of the benefits of competition.

DOCUMENT No. III
MODEL APPENDICES

3.1 BID LETTER

Date

Consultation No. N° 01/RQ / MINDDEVEL/BC/BCITB/PIB/ 2025 OF 16/01/ 2025.

To : *The Chairperson of the Tenders Board*

Dear Sir/Madam,

After studying the Consultation File which we officially acknowledge receipt of, we, the undersigned, hereby tender to carry out the supplies

..... in accordance with the request for Consultation and for the sum of

CFAF (*in words*) exclusive of Value Added Tax and all Taxes Inclusive.....

CFAF (*in figures*), exclusive of Value Added Tax and all Taxes Inclusive.

If our bid is approved, we undertake to do the works in accordance with the provisions specified in the Bill of Entry and Quantities.

We are bound by the terms of this bid for a period of (number) days from the date fixed for opening of bids, as laid down in the letter of invitation to tender. The bid shall bind us and may be accepted at any time before the end of this period.

Pending the due preparation and signing of a jobbing order, this bid completed by your written acceptance and the notification of award of the jobbing order, shall serve as a jobbing order binding us mutually.

Done at BABESSI on the, _____

Signature

Name and capacity of signatory

On behalf of the Candidate.

3.2 UNIT PRICE SCHEDULE

UNIT PRICE SCHEDULE FOR THE PURCHASE OF EQUIPEMENT AND INPUT FOR BABESSI
COUNCIL FISH FARM IN BABESSI MUNICIPALITY IN NGOKETUNJIA DIVISION OF THE
NORTH WEST REGION

N°	DESCRIPTION	UNIT	U.P IN FIGURES (F CFA)	U.P IN WORDS (F CFA)
LOT 100	SUPPLY OF FISH FEED			
101	Supply of finisher feed (6mm fish feed)	U		

3.3 BILL OF QUANTITIES AND COST ESTIMATE

**BILL OF QUANTITIES AND COST ESTIMATE FOR THE PURCHASE OF EQUIPEMENT AND
INPUT FOR BABESSI COUNCIL FISH FARM IN BABESSI MUNICIPALITY IN
NGOKETUNJIA DIVISION OF THE NORTH WEST REGION**

N°	DESCRIPTION	UNIT	Q'TY	U.P	AMOUNT
	SUPPLY OF FISH FEED				
101	Supply of finisher feed (6mm fish feed)	U	500		0
	SUBTOTAL LOT 200				0
	TOTAL WITHOUT TAXES				0
	VAT: 0%				0
	AIR : (2.2% or 5.5%)				0
	TOTAL TAXES INCLUSIVE(TTC)				0
	NET PAYABLE				0

3.4 - BID COMPARISON TABLE

EVALUATION GRID OF TECHNICAL BID			
N°	EVALUATION CRITERIA AND SUB-CRITERIA	YES	NO
B)	ESSENTIAL CRITERIA		
B.1	General presentation of the tender files		
B.1.1	- Visual presentation of the bids (clean, paginated bound documents) Presentation of the documents in the order required in the tender file Clarity and legibility of the documents provided		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS		
	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed. Minimum acceptable: 02 Contract realized in the domain of supply of medical equipment over the past 05 years		
B.2.1	1st Reference		
B.2.1	2nd Reference		
B.3	FINANCIAL CAPACITY An attestation of financial capacity (solvency) of the enterprises issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. 75% of the estimated cost of the project		
B.4	Catalogue of equipment in colour and references		
B.5	Draft jobbing order duly filled initialed in all the pages and signed on the last page		

Members of the Tenders Board

Name

Duty

Signature

REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

MINISTERE DE LA
DECENTRALISATIO
ET DU DEVELOPPEMENT LOCAL

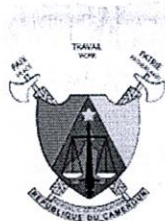
REGION DU NORD OUEST

DEPARTEMENT DE
NGOKETUNJIA

ARRONDISSEMENT DE BABESSI

COMMUNE DE BABESSI

COMMISSION INTERNE DE
PASSATION DES MARCHE



REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTRY OF
DECENTRALIZATION AND
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TENDERS' BAORD

DRAFT JOBBING ORDER

JOBGING ORDER N° _____/JO/ MINDDEVEL/BC/BCITB/PIB/ 2025

AWARDED AFTER REQUEST FOR QUOTATION N° 01/ RQ/ MINDDEVEL/BC/BCITB/PIB/ 2025 OF 16/01/2025 FOR THE PURCHASE OF EQUIPEMENT AND INPUT FOR BABESSI COUNCIL FISH FARM IN BABESSI MUNICIPALITY IN NGOKETUNJIA DIVISION OF THE NORTH WEST REGION

CONTRACTOR :

TAX PAYER'S CARD NO :

ADDRESS :

BP :

TEL.:

FAX :

BANK ACCOUNT NO.....

SUBJECT :

AMOUNT : F CFA TTC
(..... F CFA TOUTES TAXES COMPRISES)

DELAI :Sixty (60) DAYS

FINANCING : (PIB) - 2025

VOTE CHARGE : :

ENTERRED INTO ON :

SIGNED ON :

NOTIFIED ON :

REGISTERED ON :

BETWEEN : : The state of Cameroon, represented by the Mayor of Babessi Council Delegated Contracting Authority hereafter known as the "Administration"

ON ONE HAND

AND

THE COMPANY

BP :
TEL :
FAX :
BANK ACCOUNT NO.....

Represented by the General Manager

.....
Hereafter known as << **THE contractor** >>

ON THE OTHER HAND

HAVING AGREED UPON AND ADOPTED THE FOLLOWING :

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ARTICLE 5 : DUTIES OF THE SERVICE HEAD AND THE ENGINEER

In pursuance of the provisions of this jobbing order, it shall be specified that

- The Contracting Authority shall be the **Lord Mayor of Babessi council**.
He ensures the preservation of originals of contract documents and the transmission of copies to ARMP through the focal point designated to this effect.
- The Contract Manager shall be the **Div. Del. MINDEVEL** referred to as the Contract Manager.
He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.
- The Contract Engineer shall be the **Div. Del. MINEPIA**, hereinafter referred to as the Engineer.
- the control brigade of **MINMAP** shall control all the equipment supplied to ensure that this jobbing order is respected.
- The contractor shall be *[to be specified]*.
 - The authority in charge of ordering payment shall be the **Mayor of Babessi Council**
- The authority in charge of the clearance of expenditures shall be the **Divisional Finance Controller Ngoketunjia**.
- The body or official in charge of payment shall be the **Municipal Treasurer of Babessi**.
- The official competent to furnish information within the context of the execution of this contract shall be The **Lord Mayor of Babessi**.

ARTICLE 6 : PERIOD AND PLACE OF DELIVERY

The delivery period for equipment shall be fixed at **60 Days** with effect from the date of notification of this jobbing order.

Equipment shall be supplied at **Babessi Council**.

ARTICLE 7 : RESIDENCE OF THE CONTRACTOR

The supplier's main residence shall be:

at :

P .O. Box :

TEL :

FAX :

All notifications to him shall validly be forwarded to this address.

ARTICLE 25 : VALIDITY OF THE JOBBING ORDER

CHAPTER I GENERAL CONSIDERATIONS

ARTICLE 1 : PURPOSE OF THE JOBBING ORDER

The purpose of this jobbing order is **“PURCHASE OF EQUIPEMENT AND INPUT FOR BABESSI COUNCIL FISH FARM IN BABESSI MUNICIPALITY IN NGOKETUNJIA DIVISION OF THE NORTH WEST REGION** a description of this works shall be given in Article 10 below.

ARTICLE 2 : PROCEDURE FOR AWARDING THE JOBBING ORDER

This jobbing order is awarded following **REQUEST FOR QUOTATION N° 01/RQ/MINDDEVEL/BC/BCITB/PIB/ 2025 OF 16/01/2025 FOR THE PURCHASE OF EQUIPEMENT AND INPUT FOR BABESSI COUNCIL FISH FARM IN BABESSI MUNICIPALITY IN NGOKETUNJIA DIVISION OF THE NORTH WEST REGION”**

ARTICLE 3 : CONSTITUENT DOCUMENTS OF THE JOBBING ORDER

The constituent contractual documents of this jobbing order are in order of priority:

- this booklet of Special Administrative Clauses ;
- the Supplier's bid and his overall proposal ;
- the provisions which are not repugnant to the booklet of Technical Clauses and of Special Administrative Clauses mentioned above ;
- the breakdown of estimates ;
- the descriptive bill of quantities.

ARTICLE 4 : GENERAL TEXTS

This jobbing order shall be governed by:

- This jobbing order is subject to the following General texts of law
- The Mining Code;
- Instruments governing the various professional bodies;
- Decree No. 23/01/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
- Decree No. 23/03/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and cut rate system applicable to public contracts;
- Decree No. 23/06/66 of 20 June 2018 to institute the Public Contracts Code;
- Decree No. 23/03/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
- Circular No. 23/06/031/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
- Letter No. 23/08/008/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
- Circular No. 23/12/0242/C/MINFI of 30th December 2020 on the instructions relating to the execution of the budget, the monitoring and control of the execution of the budget of the state, and other public expenditure for the 2021 financial year.
- Uniform Technical Documents (DTU) for building works;
- Applicable standards;
- Other instructions specific to the domain concerned with the contract.
- Other instructions specific to the domain concerned with the contract.

CHAPTER II PERFORMANCE OF THE JOBBING ORDER

ARTICLE 8: ROLE AND RESPONSIBILITY OF THE SUPPLIER

The contractor has as mission to effect the works as described in Article 10 under the control of the Div. Del. MINMAP, and in keeping with the rules and standards in force in Cameroon and the specifications of this jobbing order.

ARTICLE 9: CONSISTENCY OF SERVICES

The services of the supplier shall comprise the purchase of equipment, delivery, installation, technical receipt and insurance charges.

ARTICLE 10: DESCRIPTION OF WORKS

The services shall include
- Supply of materials

ARTICLE 11: INFORMATION AND DOCUMENTS TO BE FURNISHED

ARTICLE 12: ACCEPTANCE OF WORKS

The Project Manager or Contract Manager shall fix the date for the reception of works to be effected in the presence of the supplier by a commission composed of:

1. The Authorizing officer	Chairperson;
2. The Contract Engineer	Secretary.
3. The Contract Manager	Member.
4. A representative of the Council	Member;
5. The MINMAP or representative	Observer;
6. The supplier	Member;

If the commission checks the conformity of the works with the prescriptions of the jobbing order and will decide whether there are grounds to rule in favour of acceptance.

When the supply does not conform, the supplier shall be requested to replace the defective items at his own expense.

When the supply does conform, the commission shall rule for acceptance. An acceptance report will then be drawn up and shall be signed by all the members of the commission and the supplier. Such report shall indicate the number of items, the quality of the packaging and the compliance with the contractual obligations.

ARTICLE 13: GUARANTEE

The cost of the legal and commercial guarantees outlined in the general clauses for any defect or early alteration of the works shall be borne by the supplier. The supply will bear the cost of repairs of the supplied equipment within six months from the date of acceptance of the works.

ARTICLE 14: INSURANCE

Hazardous goods during transportation up to the place of delivery must be covered by an insurance policy taken out by the supplier.

ARTICLE 15: PENALTIES FOR DELAYS

1. The amount set for penalties for delays is set as follows:
 - One two thousandth ($1/2000^{\text{th}}$) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the contractual time-limit;
 - One thousandth ($1/1000^{\text{th}}$) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.
2. The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract inclusive of all taxes.

CHAPTER III FINANCIAL PROVISIONS

ARTICLE 16: GENERAL NOTIONS – PRICES

The supplier shall be reputed to be perfectly knowledgeable about all the constraints inherent in the performance of the services and about all local conditions likely to influence such performance.

The prices of this jobbing order shall be final and not subject to review. They shall take into account all delivery, charges, false charges and contingences and shall be understood to be inclusive of taxes.

ARTICLE 17: AMOUNT OF THE JOBBING ORDER

The total amount of this jobbing order stands at
..... CFAF inclusive of taxes (amount in words)
.....
in accordance with the breakdown of estimates appended here to .

ARTICLE 18: TERMS AND CONDITIONS FOR PAYMENT

17.1 Start-up advance:

Upon notification of the contract to the contractor, an advance payment corresponding to **(20% of the contract amount, after tax)** may be granted to the holder of the jobbing order, at his request.

This advance payment shall be guaranteed 100% (one hundred percent) by a first class bank approved by the Ministry in charge of finance.

Release of this guarantee shall be issued upon acceptance of all the works which were the purpose of the jobbing order.

17.2. Scheduling payments:

Payments shall be made in proportion to the services performed and deduction made of the advance payment.

The supplier shall be paid upon presentation of invoices after acceptance of works.

ARTICLE 19: BANK DOMICILIATION

The Project Owner or Contract Manager shall pay in full all sums owed for the execution of this jobbing order by bank transfer to account No. at
..... in the name of

ARTICLE 12. TAX SYSTEM

This jobbing order shall be subject to all the taxes and duties in force in the Republic of Cameroon.
The Value Added Tax shall be borne by the Project Owner or Project Manager.

ARTICLE 13. STAMP DUTY AND REGISTRATION

Seven (7) copies of this jobbing order shall be stamped and registered by the supplier at his cost, in accordance with the regulations in force.

CHAPTER IV

MISCELLANEOUS PROVISIONS

ARTICLE 14. PRODUCTION AND CIRCULATION OF THE JOBBING ORDER

Fifteen (15) copies of this jobbing order shall be produced and circulated.

ARTICLE 15. DISPUTES

Any dispute arising between the contracting parties shall be the subject of an attempt at reconciliation through direct understanding.

Failing an amicable settlement, the final verdict of any dispute stemming from this jobbing order shall be passed by a competent Cameroonian court.

ARTICLE 16. CANCELLATION OF THE JOBBING ORDER

This jobbing order may be cancelled under the conditions and formalities provided for by the regulations in force.

ARTICLE 17. VALIDITY OF THE JOBBING ORDER

This jobbing order shall be valid only after its signature by the Project Owner (or the Contract Manager) and shall become enforceable only after its notification to the Supplier.

..... AND LAST OF JOBBING ORDER No....LC/ (1) / (2)

AFTER
WITH THE
FOR THE
AMOUNT OF THE JOBBING ORDER: CFAF
(In words
CFA francs of taxes)
EXCISE

Read and signed by the contractor
(place of signature) _____ (date) _____
Signature of Contracting Authority
(place of signature) _____ (date) _____
Project Manager

TABLE OF MODELS

- : Model bid bond
- : Model final bond
- : Model of start-off advance bond
- : Model retention fund

: MODEL BID BOND

Addressed to *[the name of the Contracting Authority and his address]* "Contracting Authority"

Whereas *[the name of the bidder]* hereinafter referred to as the "bidder" has submitted his bid on *[date]* to *[the name of the Contracting Authority]* *[the subject of the invitation to tender]*, hereinafter referred to as "the bid" and to which *[the name of the bidder]* has attached a bid bond equivalent to *[indicate the amount]* CFA francs.

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

The conditions of this commitment are as follows:

If the bidder *[name of the bidder]* is valid during the validity period provided for in the Tender File;

Or

If the bidder *[name of the bidder]* is notified of the award of the contract by the Contracting Authority during the validity period;

1. *[name of the bidder]* or *[name of the bidder]* to sign the contract, even though required to do so;

2. *[name of the bidder]* or *[name of the bidder]* to furnish the final bond for the contract (final bond) as provided for by the

We pledge to *[name of the Contracting Authority]* an amount up to the maximum of the sum referred to above *[indicate the amount]* in the his first written request, without the Contracting Authority having to justify his request. However, that in his request the Contracting Authority shall note that he is due the amount *[indicate the amount]* because one or the other or both of the above condition(s) has (have) been fulfilled. *[name of the bidder]* shall specify which condition(s) took effect.

This bond shall be in force from the date of signature and from the date set by the Contracting Authority for the opening of bids. It shall remain valid up till the thirtieth day inclusive following the end of the validity of bids. Any request by the Contracting Authority to cause it to take effect shall be made by registered mail with an acknowledgement of receipt before the end of this period.

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

Signature *[name of the bank]* by the bank at *[place]*, on *[date]*

[Bank's signature]

: Model final bond

Bank:

Reference of the bond: No _____

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

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

Whereas it is stated in the contract that the Contractor 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 issue the Contractor 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 Contractor 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 upon signature and notification of the contract. It shall be released within a deadline of *[indicate the deadline]* from the date of the provisional acceptance of the works.

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 made 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]

: Model of performance bond (Retention fund)

Bank: _____

Reference of the bond: No _____

Addressed to *[Indicate the Project Owner]*
[Address of Contracting Authority]

Hereinafter referred to as "the Project Owner"

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

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 Contractor 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 Contractor, we guarantee and are responsible to the Project Owner for a maximum amount of _____
[in figures and letters] 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 contractor 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 works featuring in the final detailed account, without the Project Owner having to prove or give the reasons nor the motive 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 bond and we hereby incline by the present to the notification of any amendment, addendum or change.

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

Any request for payment made by the Project Owner by virtue of this bond 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 and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this pledge and its consequences.

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

: Model of start-off advance bond

Bank reference: _____

We, the _____ (bank, address) hereby declare by the present to guarantee on behalf of _____ [the holder] to the benefit of the Project Owner [acronym] Project Owner] (the beneficiary)

The payment shall be made at contest and upon receipt of the first written request by the beneficiary, declaring that _____ [the holder] has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of contract No. _____ of _____ relating to _____ works [indicate the subject of the works, the references of the invitation to tender] of the total sum corresponding to the advance of [twenty (20) %] of the amount of contract No. _____, payable upon notification of the corresponding Administrative Order that is, _____ CFA francs.

This bond shall enter into force and shall take effect upon reception of the respective parts of this advance bond. The amounts of _____ [the holder] opened in the _____ bank under No. _____

This bond shall remain in force up till the reimbursement of the advance in accordance with the SAC. However, the amount of the bond shall be proportionately reduced on the progressive reimbursement of the advance.

The applicable law and jurisdiction shall be those of the Republic of Cameroon.

Signed and stamped by the bank at _____ on _____

[Signature] _____

List of banking establishments and
financial bodies authorised to issue bonds
for public contracts