

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

23 MAI 2025

P.O. Box, 442, Bamenda

Bamenda, the.....

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Website : www.mideno.org



N° 1203./MIDENO/BI MITB/13/84

NORTH WEST DEVELOPMENT AUTHORITY (MIDENO)

MIDENO INTERNAL TENDERS BOARD (MITB)

REQUEST FOR QUOTATION N°
1203./RQ/MIDENO/MITB/13/84/2025 of 23 MAI 2025 FOR
THE ACQUISITION AND DISTRIBUTION OF 10,000
ENVIRONMENTAL FRIENDLY TREES FOR WATER
CATCHMENT PROTECTION TO FARMERS

FINANCING: PUBLIC INVESTMENT BUDGET (BIP 2025)

FINANCIAL YEAR: 2025

BUDGETARY HEAD: 246503

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DOCUMENT NO. 01: TENDER NOTICE

MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT
MINISTERE DE L'AGRICULTURE ET DU DEVELOPPEMENT RURAL

REPUBLIC OF CAMEROUN
Peace – Work – Fatherland

North West Development Authority

MISSION DE DEVELOPPEMENT DU NORD OUEST

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Bamenda,

23 MAI 2025

N° **1203**/MIDENO/B/ **MITB/13/84**

TENDER NOTICE

23 MAI 2025 REQUEST FOR QUOTATION N° **1203**.../RQ/MIDENO/MITB/13/84/2025 of
.....FOR THE ACQUISITION AND DISTRIBUTION OF 10,000
ENVIRONMENTALLY FRIENDLY TREES FOR WATER CATCHMENT PROTECTION TO
FARMERS

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 2025 financial year, the Director General of the North West Development Authority (MIDENO) is looking for a competent and reliable service provider to acquire and distribute 10,000 environmentally friendly trees for water catchment protection to farmers.

2. Nature of the assignment: The tasks under this initiative include:

A. Tree Species Selection and Procurement

- Identify and select tree species that are drought-resistant, environmentally friendly, and suitable for water catchment protection.
- Source high-quality seedlings from reputable nurseries or establish local nurseries for seedling production.

B. Distribution and Farmer Engagement

- Identify beneficiary farmers based on pre-defined criteria (e.g., land availability, interest in tree planting, and location).
- Develop and implement a distribution plan ensuring equitable allocation of tree seedlings.

- Provide farmers/focal points with guidance on proper planting techniques, care, and maintenance of trees.

C. Training and Awareness

- Organize community awareness campaigns on the importance of tree planting for environmental sustainability.
- Conduct farmer training sessions on tree planting, agroforestry techniques, and water conservation.
- Develop and distribute educational materials (manuals, brochures, posters) to support farmers in tree management.

3. Participation: Participation in this Invitation to tender is open to all National companies/contractors 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. Financing: Services which form the subject of this Invitation to tender shall be financed by THE PUBLIC INVESTMENT BUDGET (PIB) for the 2025 financial year

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

6. Consultation of tender file: The tender file can be consulted during working hours from 8:00 am to 4:00 pm at the MIDENO Head Office, Secretariat of the Director General (1st Floor), Ayaba Street, P.O. Box 442, Bamenda; Email: mideno1981@gmail.com; Tel: 237 233 361 378 following the publication of this notice.

7. Acquisition of Tender File: The tender file may be obtained during working hours from 8:00 am to 4:00 pm at the MIDENO Head Office, Secretariat of the Director General, Ayaba Street, P.O. Box 442, Bamenda; Email: mideno1981@gmail.com; Tel: 237 233 361 378 following the publication of this notice against payment of a non-refundable sum of Twenty six thousand (26,000) fcfa and payable into Account N° 06845 97568660001- 28 in the name of "SPECIAL ACCOUNT SAC-ARMP" in any BICEC Branch in Cameroon

8. Submission of bids: Each bid drafted in English or French in (7 copies) including one (1) original With six (06)copies marked as such, should reach the MIDENO Head Office located at Ayaba Street, P.O. Box 442, Bamenda) not later than **13 JUN 2025** and should carry the inscription:

"REQUEST FOR QUOTATION N°/RQ/MIDENO/MITB/13/84/2025 of **23 MAI 2025** FOR THE ACQUISITION AND DISTRIBUTION OF 10,000 ENVIRONMENTAL FRIENDLY TREES FOR WATER CATCHMENT PROTECTION TO FARMERS

"To be opened only during the bid-opening session"

9: Bid Bond:: The stamped hand endorsed bid bond according to the attached model for the sum of **Three hundred thousand (300,000) fcfa** and with thirty (30) days validity period established by an organization or financial institution approved by the Ministry in charge of Finance to issue bonds in Public Procurement and listed in Document 11 of the Tender Document. The said guarantee must be

accompanied by a consignment receipt issued by the "Caisse Dépôt et Cosignation (CDEC) in accordance with Circular letter N° 0000019/L/MinMap of 5th June 2024 relating to the constitution of deposits, retention, restitution and deconsignment of bonds on public contracts. In case of group bidding/joint venture the bid bond is established on behalf of the group/joint venture.

10. Admissibility of bids: Under pain of being rejected, only originals or certified true copies by the issuing service and official or administrative authorities (Senior Divisional Officers, Divisional Officers, Bank Officials, and Taxation Officials etc.) of the administrative documents required, including the bid bond, must imperatively be produced in accordance with the Special Conditions of the invitation to tender. They must obligatorily not be older than three (3) months or must not be produced after the submission of the bids. Any bid not in conformity with the prescriptions of this notice and tender file shall be declared inadmissible, especially the absence of a bid bond issued by a first-rate bank approved by the Ministry in charge of Finance or the non-respect of the models of the tender file documents shall lead to a pure and simple rejection of the bid without any appeal being entertained.

11. Opening of bids: The opening of the administrative documents, technical and financial bids are scheduled on the **1.3. JUN. 2025**, at prompt local time by the Internal Tenders Board of MIDENO in the MIDENO Conference Room at the Project management Office. Only bidders may attend or duly represented by a person of their choice

12. Delivery deadline: The maximum execution deadline provided for by the Project Owner shall be Four (4) months from the date of notification to start delivery

13. Evaluation Criteria: The bids shall be evaluated according to the following principal criteria;

A. Eliminary Criteria

- Absence or insufficient Bid Bond of the specified amount accompanied by a CDEC receipt
- Late submission of bids
- False declarations or forged documents
- Under exclusion sanctions from the Authority in Charge of the Regulation of Public Contracts
- Associated directly or indirectly with the conception, preparation of technical specifications and other documents concerned with this tender
- Non-respect of 80% of the essential criteria
- Bids whose outer envelopes leads to the recognition of the bidder

B. Essential Criteria

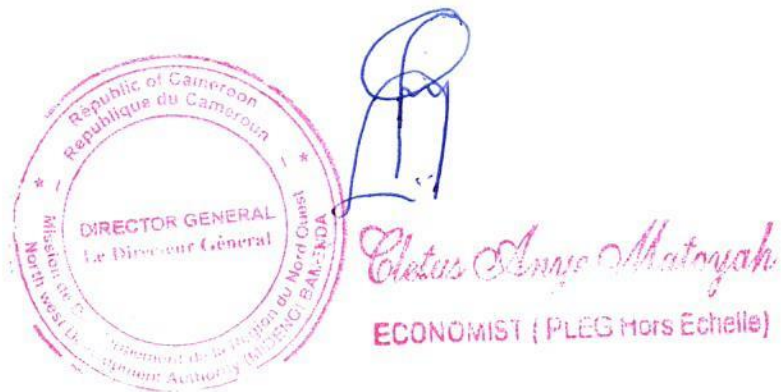
SN	Criteria
1	General Presentation of bids (The various parts of the same file separated by colour dividers both in the original and in the copies and Files spirally bounded)
2	Specific experience of the firm in the same or similar services for at least 3 years
3	Conformity to technical specifications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

14. Selection Method of Contractor: Evaluation shall be done using the binary method. The contractor shall be selected by the Least Cost selection method after evaluating the technical capacity (Bidder must fulfill 100% of the eliminatory criteria and must score at least 80 out of the 100 points previewed for the technical evaluation) and financial capacity of the bidder and make sure that the supply he/she is proposing is in conformity with the technical specifications of the supply in the Tender document and in accordance with the procedures described in this tender file

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

16. Complementary Information: Complementary information can be obtained during working hours from the secretariat of the Director General, MIDENO, P.O. Box 442, Bamenda: Email: mideno1981@gmail.com: Tel: 237 233 361 378

FOR: NORTH WEST DEVELOPMENT AUTHORITY



The image shows a circular official stamp in purple ink. The outer ring contains the text "République of Cameroon" and "République du Cameroun". The inner ring contains "MIDENO" and "North West Development Authority". The center of the stamp reads "DIRECTOR GENERAL" and "Le Directeur Général". To the right of the stamp is a handwritten signature in blue ink. Below the signature, the name "Clément Ange Matonyah" is written in red ink, followed by the title "ECONOMIST (PLEG Hors Echelle)" in red ink.

CC

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

NORTH WEST DEVELOPMENT AUTHORITY
MISSION DE DÉVELOPPEMENT DU NORD OUEST

P.O. Box, 442, Bamenda

Tel: (237) 3336 13 78

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Website: www.mideno.org



Bamenda, 23 MAI 2025

N° 7203/MIDENO/B: MITB/13/84

AVIS D'APPEL D'OFFRES

DEMANDE DE QUOTATIONS N° 7203/DC/MIDENO/MITB/13/84/2025 DU
23 MAI 2025 POUR LA ACQUISITION ET DISTRIBUTION DE 10,000 ENVIRONMENTAL
FRIENDLY TREES FOR WATER CATCHMENT PROTECTION TO FARMERS

SOURCE DE FINANCEMENT: BUDGET D'INVESTISSEMENT PUBLIC (BIP)

Line budgétaire: 246503

1. **Objet de l'appel d'offres** : Dans le cadre des Budgets D'investissement public (BIP) MINADER 2025, le Directeur Général de la North West Development Authority (MIDENO) recherche un prestataire de services compétent et fiable pour la acquisition de 5 tonnes de semences de haricots à forte teneur en fer MIDENO pour les agriculteurs par procédure d'urgence
2. **Nature des fournitures** : Les objectifs pour cet appel d'offres incluent:

A. Tree Species Selection and Procurement

- Identify and select tree species that are drought-resistant, environmentally friendly, and suitable for water catchment protection.
- Source high-quality seedlings from reputable nurseries or establish local nurseries for seedling production.

B. Distribution and Farmer Engagement

- Identify beneficiary farmers based on pre-defined criteria (e.g., land availability, interest in tree planting, and location).
- Develop and implement a distribution plan ensuring equitable allocation of tree seedlings.
- Provide farmers/focal points with guidance on proper planting techniques, care, and maintenance of trees.

C. Training and Awareness

- Organize community awareness campaigns on the importance of tree planting for environmental sustainability.
- Conduct farmer training sessions on tree planting, agroforestry techniques, and water conservation.
- Develop and distribute educational materials (manuals, brochures, posters) to support farmers in tree management.

3. Participation La participation au présent appel d'offres est ouverte à toutes les entreprises/fournisseurs nationaux qui remplissent les critères requis spécifiés dans le dossier d'appel d'offres et qui disposent d'une compétence et d'une expérience d'au moins 3 ans dans des fournitures identiques ou similaires.

NB: L'entreprise ne doit pas se trouver dans une situation de conflit d'intérêts telle que définie à l'article 4.2 (b) du Règlement Général de l'Appel d'Offres. Le soumissionnaire ne doit pas avoir été exclu de la compétition pour les marchés publics par l'Autorité Compétente en charge des Marchés Publics.

4. Financement. Les prestations faisant l'objet du présent appel d'offres seront financées par le **BUDGET D'INVESTISSEMENT PUBLIC (BIP) pour l'exercice 2025**

5. Coût prévisionnel: Le coût prévisionnel de cette fourniture est de (15,000,000) Quinze millions FCFA

6. 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 ; Tél : 237 233 361 378 dès publication du présent avis.

7. 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 ; 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

8. Dépôt des offres: Chaque offre rédigée en anglais ou en français en sept (7 exemplaires) dont un (1) original et trois (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

23 MAI 2025 POUR LA ACQUISITION ET DISTRIBUTION DE 10,000 ENVIRONMENTAL FRIENDLY TREES FOR WATER CATCHMENT PROTECTION TO FARMERS”

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

9. **Cautionnement de soumission**: La caution de soumission timbre acquitée à la main (suivant modèle joint) d'un montant de trois cent milles (300,000) fcfa par lot d'une durée de validité de trente (30) jours établie par un organisme ou un institution financière agréée par le Ministre en charge des Finances pour émettre les cautions dans le domaine de marche publics et dont la liste figure dans la **pièce 11 du DAO**. Ledit cautionnement doit être accompagné d'un récépissé de cosignation délivré par la Caisse de dépôt et Cosignation (CDEC) conformément à la lettre Circulaire N° 0000019/LC/MinMap du 05 juin 2024 relative aux modalités de constitution des cosignations, de conservation, de restitution et de decosignation des cautionnements sur les marchés publics; en cas de groupement, la caution de soumission est libellée au nom du groupement.
10. **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 approuvée par le Ministère en charge des Finances ou le non respect des modalités du dossier d'appel d'offres. Les pièces justificatives entraîneront un rejet pur et simple de l'offre sans qu'aucun recours ne puisse être admis.
11. **Ouverture des plis**: L'ouverture des documents administratifs, des offres techniques et financières sont programmés le **13 JUIN 2025** à heure précise par le Comité des appels d'offres internes de MIDENO dans la salle de conférence MIDENO du bureau de gestion du projet. Seuls les soumissionnaires peuvent assister ou se faire dûment représenter par une personne de leur choix.
12. **Délai de livraison**: Le délai maximum d'exécution prévu par le Maître d'Ouvrage sera quatre (4) mois à compter de la date de notification pour commencer la livraison.
13. **Critères d'évaluation**: Les offres seront évaluées selon les principaux critères suivants
 - A. **Critères éliminatoires**
 - Absence ou insuffisance de la caution de soumission du montant spécifié

- Remise tardive des offres
- Fausses déclarations ou documents falsifiés
- Sous sanctions d'exclusion prononcées par l'Autorité chargée de la régulation des marchés publics
- Associé directement ou indirectement à la conception, à la préparation des spécifications techniques et autres documents concernés par cet appel d'offres
- Non-respect de 80% des critères essentiels
- Les offres dont les enveloppes extérieures conduisent à la reconnaissance du soumissionnaire

B. Critères essentiels

SN	Critères
1	Présentation générale des offres (Les différentes parties d'un même dossier séparées par des intercalaires de couleur tant dans l'original que dans les copies et Dossiers reliés en spirale)
2	Expérience spécifique du cabinet dans les mêmes services ou des services similaires depuis au moins 3 ans
3	Conformité aux spécifications techniques et aux normes (prospectus, photos etc.)
4	Délai de livraison de quatre (4) mois
5	Offres originales signées par l'autorité compétente de l'entreprise

14. **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.
15. **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.
16. **Informations complémentaires:** Des informations complémentaires peuvent être obtenues aux heures ouvrables au Secrétariat du Directeur Général, MIDENO, BP 442, Bamenda : Email : miden1981@gmail.com : Tél : 237 233 361 378

16. Informations complémentaires: Des informations complémentaires peuvent être obtenues aux heures ouvrables au Secrétariat du Directeur Général, MIDENO BP 442, Bamenda. Email: deno1981@gmail.com Tél: 237 233 361 378

POUR : LA MISSION DE DEVELOPPEMENT DU NORD OUEST



Clément Amey Matoyah
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)*

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GENERAL REGULATIONS OF THE INVITATION TO TENDER

A) GENERAL

Article 1: Scope of offer

1.1 The Project Owner here referred to as the "North West Development Authority (MIDENO)", launches an Open National Invitation to tender in view of obtaining the supplies and ancillary services briefly described in the Special Regulations of the Open National Invitation to tender and specified in the *Supplies Descriptive* as well as in the schedule of Quantities.

The name, identification number and number of lots which form the subject of the Open National Invitation to tender feature in the Special Regulations of the Open National Invitation to tender. Hereafter reference is made to it under the theme "supplies"

1.2 The bidder retained or the successful bidder must furnish the supplies within the time-limit indicated in the Special Regulations of the invitation to tender and which runs from the date of notification of the Administrative Order to start the delivery of the supplies.

1.3 In this Tender file the terms "Project Owner" and "North West Development Authority" and "MIDENO" are interchangeable, while the term "Day" or "Month" refers to a Calendar day or month.

Article 2: Financing

2.1 The source of financing for the supplies forming the subject of this invitation to tender shall be specified in the Special Regulations of the invitation to tender

Article 3: Fraud and Corruption

3.1 MIDENO requires of bidders and its contractors the strict respect of rules of professional ethics during the award and execution of public Contracts. By virtue of this principle, MIDENO:

a) Defines, within the context of this clause, the expressions in the following manner:

i) *shall be guilty of «Corrupt practice» whoever offers, gives requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;*

ii) *is involved in «fraudulent manoeuvres» whoever deforms or distorts facts in order to influence the award or execution of a contract;*

iii) **Collusive Practices:** mean any form of agreement between two or among several bidders (whether MIDENO is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition; and

IV) **Coercive Practices:** mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.

b) Will reject any award proposal if it determines that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

3.2 The Minister Delegate in charge of Public Contracts, Authority in Charge of Public Contracts may, as a temporary measure, take a decision to ban bidding for a period not exceeding two (2) years against any bidder guilty of influence peddling, conflict of interest, insider information, fraud corruption, or production of non authentic documents in his offer, without prejudice to legal action that may be taken against him.

Article 4: Candidates allowed to compete

4.1 If the invitation to tender is restricted, the consultation is addressed to all candidates retained after a pre-qualification procedure.

4.2 Generally, the invitation to tender is addressed to all contractors, subject to the following provisions:

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

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:

- a) The offer must include all the information listed in article 6(1) above. The Special Regulations must specify the information to be furnished by the group and the information to be furnished by each member of the group.
- b) The offer and the contract must be signed in a way that it is binding on all members of the group.
- c) The nature of the group (*joint or several as stipulated in the Special Regulations*) must be specified and justified with the production of a joint venture agreement in due form;
- d) The member of the group designated as the representative will represent all the undertakings vis-à-vis the Project Owner with regards to the execution of the contract;
- e) In the case of joint co-contracting, the Co-contractors shall share the sums which are paid by the Administration into a single account; on the other hand, each undertaking is paid in its own account by the Administration where each taking a specific lot.

6.3 Bidders should equally present sufficiently detailed proposals to demonstrate that they conform to the technical specifications and delivery time-limits set in the Special Regulations of the invitation to tender.

B) TENDER FILE

Article 7: Content of Tender File

7.1 The tender file describes the supplies forming the subject of the contract, sets the consultation procedure by contractors and specifies the terms of the contract.

Besides the addenda published in accordance with article 10 of the General Regulations of the invitation to tender, it includes the following documents:

- a) The letter of invitation to tender (for restricted invitation to tender);
- b) The tender notice;
- c) The General Regulations of the invitation to tender;
- d) The Special Regulations of the invitation to tender
- e) The Special Administrative Conditions;
- f) The description of the supplies which includes;
 - The list of supplies and ancillary services;
 - Technical specifications
- g) The framework of Unit Price Schedule
- h) The detailed estimates
- i) The sub-details of unit prices
- j) The model tender letter
- k) Model price and quantity schedules
- l) Model bid bond
- m) Model of final bond
- n) Model of retention fund
- o) Model contract
- p) Form relating to preliminary studies
- q) List of banking establishments and financial bodies approved by the Ministry in charge of finance authorized to issue bonds.

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

Article 8: Clarification on the Tender File

8.1 Any bidder who wants to obtain clarifications on the Tender File may request them from MIDENO in writing or by electronic mail (telephone and E-mail) at MIDENO's address, which is: North West Development Authority (MIDENO), Ayaba Street, opposite Mansfield Plaza Hotel, P. O. BOX 442, BAMBENDA: 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 pre-qualification 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 their 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.

Article 11: Language of Offer

11.1 The offer as well as any correspondence and all documents concerning the offer exchanged between the bidder and MIDENO shall be drafted in **English or French**. Complementary documents and the forms provided by the bidder shall be drafted in either language on condition that a precise translation into either English or French of the passages concerning the offer is included, in which case for reasons of interpretation, the translation shall be considered to be authentic.

Article 12: Constituent documents of the offer

12.1 The offer presented by the bidder shall include the documents detailed in the Special Regulations of the invitation to tender, duly filled and put together in three (3) volumes:

a) Volume 1: Administrative file

It includes

i) All documents attesting that the bidder:

- Has subscribed to all declarations provided for by the laws and regulations in force;
- Paid all taxes, duties, contributions, fees or deductions of whatever nature;
- Is not winding up or bankrupt;
- Is not the subject of an exclusion order or forfeiture provided for by the law in force

ii) The bid bond established in accordance with the provisions of **Article 19 of the General Regulations of the invitation to tender**

iii) The written confirmation empowering the signatory of the offer committing the bidder, in accordance with the provisions of **Article 6.1 of the General Regulations of invitation to tender**.

b) Volume 2: Technical Offer

b.1 information on qualifications

The Special Regulations of the invitation to tender specifies the documents to be furnished by the bidders attesting to the qualification to bid in accordance with **Articles 6(1) of the General Regulations**.

b.2 Methodology of Technical Proposal

The Special Regulations specify the constituent elements of the technical proposals of bidders notably:

- A detailed description of the technical characteristics, performance, marks, models and references of the materials proposed including technical prospectuses in accordance with **Article 17 of the General Regulations**;
- The calendar, schedule and delivery deadline.

b.3 Proof of acceptance of conditions of the contract

The bidder shall submit duly initialed copies of administrative and technical documents relating to the contract, namely:

- The Special Administrative Conditions (SAC);
- Technical specifications

c) 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 contractor 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.

20.2 Under exceptional circumstances, MIDENO may request the consent of the bidder for the prolongation of the validity time-limit. The request and the responses that will be given shall be in writing (or by telecopy). The validity of the bid bond provided for in article 19 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his offer without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his offer nor be authorized to do so.

20.3 Where the contract does not include a price revision clause and that the period of validity of offers is extended for more than sixty (60) days, the amount payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that MIDENO shall address to the bidders. MIDENO's request shall include a form of price revision. The updating period shall run from the date of notification of the contract or the Administrative Order for the start of the execution of services by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation.

Article 21: Form and signature of the offer

21.1 The bidder shall prepare an original of the constituent documents described in *Article 12 of the General Regulations* in a volume clearly indicated "ORIGINAL". In addition, the bidder shall submit the number required in the General Regulations, bearing "COPY". In case of discrepancy, the original shall be considered as authentic.

21.2 The original and copies of the offer must be typed or written in indelible ink (Photocopies shall be accepted in case of copies) and must be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6 (1a) or 6 (2a) of the General Regulations, as the case may be. All the pages of the offer containing alterations or changes must be initialed by the signatory (ies) of the offer.

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

D) Submission of offers

Article 22: Sealing and Marking of offers

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

22.2 The external and internal envelopes

Should be addressed to The Director General, MIDENO, P.O. Box 442, Bamenda

Should bear the name of the Project as well as the Subject number of the invitation of tender and the statement "TO BE OPENED ONLY DURING THE BID-OPENING SESSION"

22.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable MIDENO return the sealed offer if it is not opened.

22.4 If the external envelopes are not sealed and marked as indicated in *Article 22(2)* above, MIDENO shall not be responsible if the offer is misplaced or opened prematurely.

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*2025 at 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 "REPLACEMENT OFFER" 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 sent to the bidder concerned unopened. The replacement of the offer shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding offer. The modification of the offer shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only offers which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

26.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered including any rebates [in case of opening of financial offers] and any variant, where necessary, the existence of a guarantee of the offer if it is required and any other details which the Project Owner deems useful "to be mentioned. Only rebates and variants of offers announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

26.4 Offers (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.

26.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of offers, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.

26.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialed copy of the offers presented by bidders.

26.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public contracts, the Project Owner or Delegated Project Owner.

It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.

The Independent Observer attaches to his report the sheet that was handed to him, including any related commentaries or observations.

Article 27: Confidential nature of the procedure

27.1: No information relating to the examination, evaluation, comparison of offers and verification of the qualification of bidders and the contract award recommendation shall be given to bidders or to any other person concerned with the said procedure as long as the contract award has not been made public.

27.2: Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of the bids or the Project Owner in his award decision may cause the rejection of his offer.

27.3: Notwithstanding the provisions of article 27(2), between the opening of envelopes and the award of the contract, if a bidder wishes to enter into contact with the Project Owner for reasons having to do with his offer, he should do so in writing.

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

28.1: To ease the examination, evaluation and comparison of offers, the Tenders Board may, if it desires, request any bidder to give clarifications on his offer. This request for clarification and the response given are formulated in writing but no change on the amount or content of the offer is sought, offered or authorized, except it is necessary to confirm the 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.

30.2: The Subcommittee shall evaluate the technical aspects of the offer presented in accordance with **Article 17 of the General Regulations** in order to ensure that all the stipulations of the schedule of prices, delivery calendar, and supplies specifications (technical specifications, plans, inspections and trails) are respected without substantial difference or reservation.

30.3: If after the examination of the terms and conditions of the invitation to tender and the technical evaluation the evaluation subcommittee establishes that the offer does not essentially conform in application of article 29 of the General Regulations, it will propose to the tender's board that the said offer be set aside.

Article 31: Qualification of the Bidder

The Evaluation sub-committee shall ensure that the bidder retained for having submitted the offer that substantially conformed to the provisions of the Tender file, meets the qualification criteria stipulated in **Article 6 of the Special Regulations**. It is essential to avoid arbitrariness in determining qualification.

Article 32: Correction of errors

32.1. The Evaluation sub-committee shall verify the offers considered essentially in conformity with the Tender File to rectify the possible calculation errors. The sub-committee shall rectify the errors in the following manner:

a. If there is a contradiction between the unit price and the total obtained by multiplying the unit price by the quantities, the unit price shall be authentic and the total price shall be corrected, unless, according to the Evaluation sub-committee, the decimal point of the unit price is manifestly badly placed, in which case the total price indicated shall prevail and the unit price corrected.

b. If the total obtained by the addition or subtraction of sub totals is not exact, the sub totals shall be authentic and the total corrected.

c. If there is a contradiction between the indicated price in letters and figures, the amount in letters shall be authentic, unless the amount is linked to an arithmetical error, in which case the amount in figures shall prevail subject to paragraphs a) and b) above.

32.2. The amount featuring in the offer shall be corrected by the Evaluation sub-committee in accordance with the error correction procedure referred to above and with the conformation of the bidder, the said amount shall be considered to commit him.

32.3. If the bidder who presented the offer assessed as being the lowest bid does not accept the corrections, his offer shall be rejected and his bond may be seized.

Article 33: Evaluation of financial offers

33.1 The Evaluation sub-committee shall proceed to the evaluation and comparison of offers which it had determined essentially met the provisions of the Tender File within the meaning of articles 29, 30 and 31 of the General Regulations.

33.2. For this evaluation the Evaluation sub-committee shall consider the following elements:

- a. the tender price indicated according to the provisions of clause 13 of the General 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 the successful bidder by telecopy confirmed by registered mail that his offer was retained. This letter will indicate the amount the Project Owner will pay the contractor to execute the contract and the time-limit.

Article 39: Publication of results of award and petitions

39.1. The Project Owner shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the independent Observers report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the offers.

39.2. The Project Owner is bound to communicate the reasons for the rejection of offers of the bidders concerned who so request.

39.3. After publication of the award results, offers that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.

39.4. In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Project Owner or Delegated Project Owner and the chairperson of the Tenders Board.

It must take place within a maximum deadline of five (5) working days after the publication of the results.

Article 40: Signing of the contract

40.1. After publication of the results, the draft contract subscribed by the successful bidder shall be submitted to the Tenders Board (and the competent Specialized Contracts Control Board, where need be) for approval.

40.2. The Project Owner has seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.

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

Article 41: Final Bond

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

41.2. The bond may be replaced by a guarantee from a first rate financial institution approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.

41.3. Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.

41.4. Failure to produce the final bond within the prescribed time-limit shall likely cause the termination of the contract.

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	<p>Definition of supplies:</p> <p>REQUEST FOR QUOTATION N°/RQ/MIDENO/MITB/13/84/2025 ofFOR THE ACQUISITION/ PRODUCTION AND DISTRIBUTION OF ENVIRONMENTALLY FRIENDLY TREES FOR AGROFORESTRY AND WATER CATCHMENT PROTECTION</p>
1.1	<p>Name and Address of Project Owner:</p> <p>The Director General, North West Development Authority (MIDENO) P O. Box 442, Bamenda Email: mideon1981@gmail.com Tel: +237 233361378</p> <p>REFERENCE OF THE INVITATION TO TENDER: REQUEST FOR QUOTATION N°/RQ/MIDENO/MITB/13/84/2025 ofFOR THE ACQUISITION/ PRODUCTION AND DISTRIBUTION OF ENVIRONMENTALLY FRIENDLY TREES FOR AGROFORESTRY AND WATER CATCHMENT PROTECTION</p>
1.2	<p>Delivery schedule of four (4) months from the date of notification to start the supply and delivery</p>
2.1	<p>Source of Financing: PIB MINADER 2025</p>
4.1	<p>List of pre-qualified candidates, where applicable: NA</p>
4.2	<p>Criteria or origin of bidders:</p> <ul style="list-style-type: none">▪ All National companies/contractors in Cameroon that fulfill the required criteria specified in the bidding document and have the competence and experience of not less than 3 years in the same or similar supplies.▪ The firm must not be in a situation of conflicting interest as defined in Article 4.2 (b) of the General Regulations of the Invitation to Tender▪ The bidder must not have been excluded from bidding for public contracts by the Competent Authority in charge of Public contracts▪ A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is:<ul style="list-style-type: none">- Legally and financially autonomous- Managed according to commercial laws and

- Not under the direct supervisory authority of MIDENO.

5.1

Criteria or origin of supply: All specifications submitted must provide clear information as to the origin of the items to be supplied

Main Eliminary Criteria

- Absence or insufficient of Bid Bond of the specified amount accompanied by a CDEC receipt
- Late submission of bids
- False declarations or forged documents
- Under exclusion sanctions from the Authority in Charge of the Regulation of Public Contracts
- Associated directly or indirectly with the conception, preparation of technical specifications and other documents concerned with this tender
- Bids whose outer envelop leads to the recognition of the bidder
- Non-respect of 80% of the essential criteria

5.2

Essential Criteria

- 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)
- Specific experience of the firm in the same or similar services for at least 3 years
- Conformity to technical specifications and standards (prospectus, photos etc.)
- Delivery schedule of **four (4) months**
- Original bids signed by the competent Authority of the firm

5.3

In case of a group of contractors: Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:

- The offer must include all the information listed in Article 6(1) above.
- The offer and the contract must be signed in a way that it is binding on all members of the group.
- The nature of the group joint or several must be specified and justified with the production of a joint venture agreement in due form
- The member of the group designated as the representative will represent all the undertakings vis -à-vis the Project Owner with regards to the execution of the contract
- In the case of joint co-contracting, the Co-contractors shall share the sums which are paid by the Administration into a single account; on the other hand: each undertaking is paid in its own account by the Administration where it is several co-contracting.

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language of offer : English or French

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:

Envelope A - Volume 1 Administrative file

The Administrative File should contain the following documents:

- The declaration of the intention to tender, stamped with fiscal stamp and signed by the bidder (according to the attached model)
- Certified copy of Certificate of Incorporation not more than 3 months old OR Certified copy of Business registration ("Registre de Commerce") or attestation of registration as a Cooperative (for Cooperatives)
- Original copy of Attestation of Non-bankruptcy/Solvency obtainable from the Court not more than three (3) months preceding the date of submission of offers
- Certified copy of Tax Payer's card not more than 3 months old
- Original attestation of Bank Account issued by a first rated bank approved by the Ministry in charge of finance or by a first rate foreign bank not more than 3 months old
- Attestation of tax conformity stating that the bidder has *met* all the statutory declarations in issues of taxes in the current financial year; obtainable from the Taxation Department and not more than three months old.
- A valid location plan, signed, stamped and dated by the bidder not more than 3 months old
- Original CNPS clearance certificate relating to the supplies not more than 3 months old
- Original receipt of payment for bidding document
- Original Certificate of non-exclusion from Public contracts by ARMP relating to the subject of the invitation to tender and not more than 3 months old
- The bid bond of an amount of: The stamped hand endorsed bid bond according to the attached model for the sum of **Three hundred thousand (300,000) fcfa** and with thirty (30) days validity period established by an organization or financial institution approved by the Ministry in charge of Finance to issue bonds in Public Procurement and listed in Annex 10 of the Tender Document. The said guarantee must be accompanied by a consignment receipt issued by the "Caisse Dépôt et Cosignation (CDEC) in accordance with Circular letter N° 0000019/L/MinMap of 5th June 2024 relating to the constitution of deposits, retention, restitution and deconsignment of bonds on public contracts. In case of group bidding/joint venture the bid bond is established on behalf of the group/joint venture.
- The group agreement, where necessary
 - The power of attorney, where necessary

In case of group bidding, each member of the group must present a complete administrative file while items 12, 13 and 14 being presented only by the representative of the group in case of group bidding, each member of the group must present a complete administrative file while items 12, 13 and 14 being presented only by the representative of the group.

Envelope B - Volume 2: Technical offer

b.1 Information on qualification

- Full presentation of the firm
- Specific Experience of contractor in same or similar services of not less than 3 years with proofs
- Financial capacity of at least 75% of the provisional amount

b.2 Technical proposals

- Technical specification of supplies in respect of the technical specifications and standards of the supplies in the Tender Document
- Delivery schedule of at most **four (4) months**

b.3 Proofs of acceptance of conditions of the contract

- Copies of duly initialed Special Administrative Conditions (SAC) and Technical Specifications (TS) signed on the last page by the duly mandated representative of the contractor

Envelope C - Volume 3: Financial offer

- Bid submission letter signed, dated and stamped with fiscal stamp
- Price schedule following models provided in the Tender Document taking into account tax liabilities
- Detail estimates indicating unit prices, sub details of prices and/or breakdown of all-in prices where applicable

N.B The various parts of the same file must obligatorily be separated by colour dividers both in the original and in the copies in a way as to facilitate examination.

Price of the offer

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

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

17.3 Delivery Deadline: **four (4) months**

Preparation and submission of offers

19.1 Amount of the bid bond: The stamped and endorsed bid bond according to the attached model for the sum of Three hundred thousand (300,000) fcfa and with thirty (30) days validity period established by an organization or financial institution approved by the Ministry in charge of Finance to issue bonds in Public Procurement and listed in **Document 11** of the Tender Document. The

said guarantee must be accompanied by a consignment receipt issued by the "Caisse Dépôt et Cosignation (CDEC) in accordance with Circular letter N° 0000019/L/MinMap of 5" June 2024 relating to the constitution of deposits, retention, restitution and deconsignment of bonds on public contracts, in case of group bidding/joint venture the bid bond is established on behalf of the group/joint venture. The group agreement

Period of validity of offers

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

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

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

The Director General, North West Development Authority (MIDENO)

P.O. Box 442, Bamenda

Email: midenon1981@gmail.com

Tel: +237 33 36 13 78

Reference of the invitation to tender: REQUEST FOR QUOTATION N°/RQ/MIDENO/MITB/13/84/2025 ofFOR THE ACQUISITION AND DISTRIBUTION OF ENVIRONMENTAL FRIENDLY TREES FOR WATER CATCHMENT PROTECTION TO FARMERS IN THE NORTH WEST REGION

23.1 Date and time-limit for submission of bids: Bids must be submitted latestat.....prompt

26.1 Venue, date and time of opening of bids: Bids shall be opened in the MIDENO conference Hall located in the MIDENO Project management office, situated along Ayaba Street, opposite Mansfield plaza Hotel on the at 11: 00 am prompt local time

Award of the contract

43.1 A final bond of 5% of the total amount of the contract all taxes inclusive shall be furnished by the successful bidder within **20 days** of the notification of the contract and presented in the form indicated in the Tender document

and
43.2

DOCUMENT NO. 04: SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

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Chapter I: General provisions

Article 1: Subject of the tender

The subject of this tender is to acquire and distribute 10,000 environmental friendly trees for water catchment protection to farmers in the North West Development Authority according to the characteristics defined in the technical specifications and the quantities defined in the estimates.

Article 2: Award Procedure

The Contracts shall be awarded through a Request for Quotations, a single phase bid opening procedure and on the basis of least cost selection after ascertaining the bidder with the most technical capacity to carry out the supply

Article 3: Definitions and duties (article 2 of GAC supplemented)

1. General definitions

- The Project Owner shall be The Director General, North West Development Authority. He ensures the preservation of originals of contract documents and the transmission of copies to ARMP through the focal point designated to this effect
- The Contract Manager shall be the Procurement Officer – MIDENO. He ensures the respect of the administrative, technical, financial conditions and contractual time limits
- The Contract Engineer shall be the Agronomist of MIDENO who shall ensure that the environmental friendly trees in terms of quality and quantity supplied are in conformity with the technical specifications
- The Contractor shall be the Enterprise/firm to whom the contract shall be awarded by The Director General, North West Development Authority.

2 Security

- The Authority in charge of ordering payment shall be : The Director General, MIDENO
- The Authority in charge of the clearance of expenditures shall be The Specialized Finance Controller (SFC) – MIDENO
- The body or official in charge of payment shall be "The Agent Comptable" of MIDENO
- The official competent to furnish information within the context of the execution of this contract shall be Project Owner

3. Duties of the Contract Engineer shall include the following:

- + Ascertain the quality of the inputs supplied
- + Ensure product supplied respect the technical specifications and standards of the Call for Tender
- + Secretary of the technical reception committee
- + Secretary of the provisional and final Reception committees

Article 4: Language, applicable law and regulation

1. The language to be used shall be English or French

2. The contractor shall be bound to respect the law, regulations and ordinances in force in the Republic of Cameroon both within his own organization and in the execution of the contract.

If in Cameroon the regulations, laws and administrative and fiscal measures in force at the date of signature of this contract are amended after the signature of the contract, the possible direct resulting costs shall be taken into account without gain or loss for either party.

Article 5: Standards (Article 3 of GAC supplemented)

The supplies done in execution of this contract shall be in conformity with the standards laid down in the Special Technical Conditions and where no standard is mentioned, to the authoritative standard in the issue and applicable in Cameroon; this standard shall be the most recent standard approved by the competent Authority. The contractor 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 contractor's 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 20th June 2018 revising the Public Contracts Code

Article 7: General instruments in force

1. The Finance law No 2023/019 of 19th December 2023 for the 2024 financial year
2. Circular N° 00000026/C/MINF of 29th December 2023 bearing on the instructions relating to the execution of the Finance Laws, the monitoring and control of the execution of the budget of the State and other public entities for the 2024 fiscal year;
3. Decree N° 2018/366 of 20th June 2018 revising the Public Contracts Code
4. Decree N° 2012/074 of 8th March 2012 relating to the setting up, organization and functioning of Tenders Boards;
5. Decree N° 2012/075 of 8th March 2012 on the organization of the Ministry of Public Contracts
6. Decree N° 2012/076 of 8th March 2012 amending and supplementing some provisions of Decree No 2001/048 of 23rd February 2001 on the creation, the organization and functioning of the Public Contracts Regulatory Agency;
7. Decree N° 2013/271 of 5th August 2013 amending and supplementing some provisions of Decree No 2012/074 of 8th March 2012 on the creation, the organization and functioning of the Public Contracts Tender Boards;

8. Decree N° 2003/651/PM of 16 April 2003 laying down the procedures for the application of tax and customs regime of public contracts;
9. Circular Letter N° 003/CAB/PM of 18th April 2008 on the enforcement of rules governing the procurement, execution and control of public contracts;
10. Circular N° 0001/CAB/PR of 19th June 2012 on the procurement and control of the execution of public contracts;
11. Circular Letter N° 002/CAB/PM of 31st January 2011 on the improvement of the performance of the public contracts system;
12. Circular N° 003/CAB/PM of 31st January 2011 laying down procedures for changes in management of economic conditions of Public Contracts;
13. Texts governing the domain; Section G of the 2020 Tax Code, section 122 bearing on incentives for the agricultural sector;
14. Standard norms;
15. Other instruments specific to the domain concerned in the contract.

Article 8: Communication (Article 6 of GAC supplemented)

1. All notifications and written communication within the framework of this contract shall be sent to the following address: **THE DIRECTOR GENERAL, NORTH WEST DEVELOPMENT AUTHORITY (MIDENO), P.O. BOX 442, BAMEIDA; EMAIL: mideno1981@gmail.com**

a. In the case where the contractor is the addressee: beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the **Project Owner** and immediately after delivery of the supplies, correspondences shall be validly addressed to the: **THE DIRECTOR GENERAL, NORTH WEST DEVELOPMENT AUTHORITY (MIDENO), P.O. BOX 442, BAMEIDA; EMAIL: mideno1981@gmail.com**

b. In the case where the Project Owner is the addressee:

M.....[to be specified] with a copy addressed to the Contract Manager and Contract Engineer, where need be.

The contractor shall address all written notifications or correspondences to the Project Owner with a copy to the Contract Engineer and Contract Manager

Article 9: Administrative Orders (Article 8 of GAC)

[Specify here the functioning of Administrative Orders]

1. The Administrative Order to start execution shall be signed by the **Project Owner** and notified by the **Contract Engineer**
2. Administrative Orders with financial incidence likely to modify the time-limits shall be signed by **Project Owner** and notified by the **Contract Engineer**
3. Administrative Orders of a technical nature linked to the normal progress of the supply and without financial incidence shall be signed directly by **Project Owner** and notified by the **Contract Engineer**
4. Administrative Orders serving as warnings shall be signed by the **Project Owner**.
5. The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Orders received. Having reservations shall not free the enterprise of executing the Administrative Orders received.

Article 10: Contractor's equipment and staff

1. Any modification, even partial, made to the technical offer shall only occur after the written approval of the **Project Owner**

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 contractor.

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 contractor under the conditions laid down in the contract, the contractor 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 contractor in a bank in Cameroon.**

Article 14: Price variation (Article 17 of GAC)

14.1. Prices shall be firm/fixed

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

Not applicable

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

Not applicable

Article 17: Advances (article 21 of GAC)

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

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

Article 18: Payment (Article 19 of GAC supplemented)

18.1. Payment conditions

Payments in this contract shall be

- 90% payment exclusive of VAT after delivery and provisional acceptance of the trees
- 10% of the total amount of contract taxes exclusive shall be considered retained from the date of signature of the contract and shall serve as guarantee for three (3) months at the end of which the retention fees will be paid after the final reception has been carried out by the Reception committee which must be sanctioned by a technical report from a technical reception committee to be put in place by the Contracting Authority, ascertaining the conformity of the trees to the technical specifications. Otherwise, part or the entire Retention fee will be used to carry out any major damages during the guarantee period of three (3) months
- Taxes shall be deducted at source by the Project Owner

Article 19: Interest on overdue payments (Article 20 of GAC)

Possible interests on overdue payments shall be paid by statement of sums due in accordance with Article 38 of Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

Article 20: Penalties for delays (Article 34 of GAC supplemented)

20.1. The amount set for penalties for delays is set as follows:

- One two thousandth (1/2000th) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the contractual time-limit.

- One one thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day

20.2. The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract inclusive of all taxes.

Article 21: Tax and customs regulations (article 10 of GAC)

Decree No. 2003/651 of 16 April 2003 defines the conditions for implementing the tax regulations and customs procedures applicable to public contracts. The taxes applicable to this contract include notably:

- Taxes and dues relating to Industrial and commercial profits, including the Advance Income tax (AIT) or AIR which is a deduction on company taxes;
- Registration dues in accordance with the Tax Code;
- Dues and taxes attached to the execution of services provided for in the contract;
- Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);

These elements must be included in the costs which the undertaking imputes on its running costs and constitute one of the elements of the sub-details of prices exclusive of taxes.

All taxes inclusive prices means VAT included.

Article 22: Stamp duty and registration of contracts (Article 11 of GAC)

Seven (7) original copies of the contract will be registered by and at the cost of the contractor, in accordance with the applicable regulations.

CHAPTER 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:

Description	Place of Delivery
THE ACQUISITION/ PRODUCTION AND DISTRIBUTION OF 10,000 ENVIRONMENTAL FRIENDLY TREES FOR A WATER CATCHMENT PROTECTION TO FARMERS IN THE NWR	MIDENO Head Office

24.2. The delivery deadline of the services forming the subject of this contract shall be: Four (4) months from the date of notification to start the supply and distribution

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 contractor (GAC supplemented)

The mission of the contractor 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 contractor 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 contractor 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 contractor

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

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

CHAPTER IV: ACCEPTANCE

Article 29: Documents to be furnished prior to the technical acceptance (Article 41 of GAC supplemented): NA

Article 30: Provisional acceptance (Articles 40 and 41 of GAC)

Prior to the provisional acceptance requested in writing to the Project Owner and copying the Contract Manager and Engineer, a technical reception is organized before the provisional acceptance.

30.1. The Acceptance Commission shall comprise the following **statutory members**;

1. The Project Owner or his representative: Chairperson;
2. The Contract Manager: member
3. Contract Engineer: Secretary
4. A Representative from the regional delegation of ENVIROMENT AND NATURE PROTECTION NWR
5. A Representative from the regional delegation of MINMAP NWR (As Observer)
6. The Stores Accountant - MIDENO
7. Contractor/His Representative

The contractor takes part in the acceptance as an observer. His absence is equivalent to acceptance without reservation of the conclusion of the Acceptance Commission.

The Commission shall examine the minutes of the preliminary operations of the acceptance and shall proceed to provisional acceptance of the supplies if there is need.

The visit for provisional acceptance shall be the subject of minutes of provisional acceptance signed on the spot by all the members of the Commission.

30.3. Partial acceptance is applicable upon request by the contractor and after authorization by MINMAP

30.4. The guarantee period commences from the date of signature of the provisional reception by the acceptance committee.

Article 31: Documents to furnish after provisional acceptance (article 40 of GAC supplemented)

The following documents are to be furnished by the contractor within a time-limit of 30 days after provisional acceptance:

- Copy of the contractor's bill describing the supplies indicating their quantities, prices and total amount
- Administrative documents
- A copy of the original Contract document signed with MIDENO
- A copy of the Original Administrative Order and notification to start delivery
- A copy of the original notification of contract award
- Original technical and provisional reception minutes

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

Article 33: Final Acceptance (Article 48 of GAC)

- 33.1. Final acceptance shall take place within a maximum deadline of [fifteen (15) days] from the date of expiry of the guarantee.
- 33.3. The procedure for acceptance shall be the same as in any other services/works
- 33.4. The joint signature of the final detailed account by the Project Owner and the contractor shall definitely end the contract

CHAPTER V: SUNDRY CLAUSES

Article 34: Termination of the contract

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 57, 58 and 59 of the GAC especially in cases of:

- Delay in services resulting in penalties of more than 10 % of the amount of the supplies;
- Refusal to repeat poor supplies.
- Default by the contractor.

Article 35: Case of force majeure (Article 56 of GAC)

The contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of "Force Majeure".

For the purpose of this contract, "Force Majeure" means an event beyond the control of contractor and not involving their fault or negligence and not foreseeable. Such events may include, but are not restricted to acts of MIDENO in its sovereign capacity, wars or revolution, fires, floods, epidemics and guarantee restrictions.

If a "Force Majeure" situation arises, the contractor shall promptly notify MIDENO in writing of such condition and the causes thereof. Unless otherwise directed by MIDENO in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the "Force Majeure" event.

Article 36: Disagreements and disputes (Article 61 of GAC)

Where no amicable solution can be found for a disagreement, this disagreement is brought before the competent Cameroonian jurisdiction, subject to the following provisions of the Common law procedures.

Article 37: Production and dissemination of this contract

Seven (7) copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

Article 38: Entry into force of the contract

This contract shall be final only upon its signature by the Project Owner. It shall enter into force as soon as it is notified to the contractor by the Project Owner.

North West Development Authority

MISSION DE DÉVELOPPEMENT DE LA RÉGION DU NORD OUEST

P. O. BOX 442, BAMENDA

Bamenda, the



Terms of Reference (ToR) for the Acquisition and Distribution of 10,000 Environmentally Friendly Trees for Water Catchment Protection to Farmers

1. Background and Rationale

The North West Development Authority (MIDENO) is an Administrative Public establishment created by Presidential Decree No. 81/350 in 1981 and placed under the Technical Tutelage of the Ministry in charge of Agriculture and Rural Development. The mandate of MIDENO is to accompany agropastoral and rural development in the Region as the secular arm of the state. The specific mission assigned to MIDENO by the Decree of its creation includes among others the following:

- Conducting development studies;
- Educating and training farmers;
- Organizing the community and promoting the cooperative movement;
- Improving farming methods and setting up pilot estates;
- Intensifying plant protection campaigns;
- Improving livestock production ;
- Granting and collecting loans;
- Transforming the socio-economic environment and improving the living conditions in rural areas;
- Conducting any study, research or operations connect with rural development in the then North West Region;
- Ask for any information that will enable it achieve its purpose from any government service, body or local authority and is to be consulted on any study or development programs to be carried out in the rural areas of the North West Region.

In pursuit of a drive to increase farmers' resilience by the promotion of diversified income sources through agroforestry, reduce vulnerability to climate shocks, and improve livelihoods, the Authority envisaged within the 2025 Public Investment Plan to acquire and distributed 10,000 environmentally friendly and water catchment trees to farmers in the Region. Encouraging farmers to plant these trees ensures long-term environmental sustainability while supporting local agricultural and economic development.

2. Objective

The objective of acquiring and distributing environmentally friendly and water catchment protection trees is to promote sustainable land and water resource management by encouraging farmers to plant these trees. This initiative aims to:

1. **Protect Water Catchment Areas** – Prevent soil erosion, enhance groundwater recharge, and maintain the integrity of rivers, streams, and lakes.
2. **Improve Soil Health** – Enrich soil fertility, prevent desertification, and enhance land productivity for sustainable agriculture.
3. **Mitigate Climate Change** – Increase carbon sequestration, reduce greenhouse gas emissions, and contribute to climate resilience.
4. **Enhance Biodiversity** – Provide habitat and food for wildlife while supporting agroforestry and ecosystem stability.
5. **Increase Farmers' Resilience** – Promote diversified income sources through agroforestry, reduce vulnerability to climate shocks, and improve livelihoods.

3. Scope of Work

The tasks under this initiative include:

A. Tree Species Selection and Procurement

- Identify and select tree species that are drought-resistant, environmentally friendly, and suitable for water catchment protection.
- Source high-quality seedlings from reputable nurseries or establish local nurseries for seedling production.

B. Distribution and Farmer Engagement

- Identify beneficiary farmers based on pre-defined criteria (e.g., land availability, interest in tree planting, and location).
- Develop and implement a distribution plan ensuring equitable allocation of tree seedlings.
- Provide farmers/focal points with guidance on proper planting techniques, care, and maintenance of trees.

C. Training and Awareness

- Organize community awareness campaigns on the importance of tree planting for environmental sustainability.
- Conduct farmer training sessions on tree planting, agroforestry techniques, and water conservation.
- Develop and distribute educational materials (manuals, brochures, posters) to support farmers in tree management.

4. Deliverables

The consultant is expected to acquire and distribute 8,800 water catchment trees protection trees and 1,200 fruit trees. Details on the types of trees to be produced are presented on the table below.

SN	Category	Trees of Interest	Quantity
a	Water catchment friendly trees to be planted in the catchment		
	Water catchment trees	Prunus Africana.	2500
		Mooacanga.	2500
		Seasal hem	3000
		Mahogany	800
		Subtotal	8,800
b	Fruit trees		
	Fruit Trees	Oranges, lime, and lemon	700
		Plums	500
		Subtotal	1,200
	Grand Total a+b		10,000

5. *Qualification and Experience of the consultant*

The consulting firm to be engaged is preferably a specialized NGO's with at least 5 years of experience in nursery establishment, with proof of related services.

6. *Time Plan*

The suggested duration for the assignment to be completed in 4 months

7. *Technical and Financial Proposal*

7.1 *Technical Proposal*

The technical proposal shall comprise of, but not limited to the following:

- The consultants understanding of the TOR
- A detailed methodology, interactive and participatory tool and approaches on the assignment to be realized
- Proposed detailed implementation schedule
- Curriculum Vitae of the consultants/Resource persons/facilitators
- Proof of experience in related assignment

7.2 *Financial proposal Quotations*

The financial proposal should include but not limited to:

- An itemized line by line budget proposal for consultancy fees. Proposed fees should clearly state the net of tax and total gross figure. The proposal should also indicate all other expenses that will be billed.
- Tax and any other relevant cost related to and required for the proper conducting of the assignment as per the objectives and requirement detailed in this TOR
- The budget should detail out workshop materials (handouts, bloc notes, pens, hiring of halls, earth, breaks, lunch, resource fees, media coverage, production of reports, etc.)

8. Evaluation of proposals

SN	Grading scale	Score points
1	Experience relevant to the assignment	30
2	Methodology, approach (understanding of TOR)	30
3	Qualification and competence of proposed staff for the assignment	40

9. Financing/Source of Funding

This activity is to be financed by BIP MINADER 2025 with a budget of 15,000,000 fefa with all taxes inclusive

10. Submission of Proposals

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

North West Development Authority (MIDENO) Office located at Ayaba Street,

P.O. Box 412, Bamenda

Email: mideno1981@gmail.com

CCO Mr Cletus Anye Matoya the Director General

Sign _____

DOCUMENT NO. 05: DESCRIPTION OF THE SUPPLIES

1. LIST OF SUPPLIES AND DELIVERY CALENDAR FOR THE ACQUISITION AND DISTRIBUTION OF THE ENVIRONMENTAL FRIENDLY TREES

Article No.	Description of supplies	Quantity (Number of units)	Unit	Site (project) or final destination as indicated in the Special Regulations	Delivery date (according to Incoterms)	
					Latest delivery date	Delivery date offered by the contractor
1.0	THE ACQUISITION AND DISTRIBUTION OF 10,000 ENVIRONMENTAL FRIENDLY TREES FOR WATER CATCHMENT PROTECTION TO FARMERS IN THE NWR	10,000	Trees	MIDENO Head Office	Four (4) Months from the date of notification to start supply	

2- GENERAL AND DETAIL TECHNICAL SPECIFICATIONS/CHARACTERISTICS OF THE MIDENO ENVIRONMENTAL FRIENDLY TREES

SN	Category	Trees of Interest	Quantity
a	Water catchment friendly trees to be planted in the catchment		
	Water catchment trees	Prunus Africana	2,800
		Acacia senegal	2,500
		Seasol hemi	3,000
		Mahogany	800
		Subtotal	8,800
b	Fruit trees		
	Fruit Trees	Oranges, lime, and lemon	700
		Plums	500
		Subtotal	1,200
	Grand Total a+b		10,000

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]:

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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

TABLE OF MODEL DOCUMENTS

Annex No. 1: Model declaration of intention to tender

Annex No. 2: Model bid submission letter

Annex No. 3: Model bid Bond

Annex No. 4: Model final Bond

Annex No. 5: Model Performance Bond

ANNEX No. 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 inBank.....Branch

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

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

Signature of.....

In the capacity as.....

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

ANNEX No. 2: BID SUBMISSION LETTER

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

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

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

• Submit and commit myself to deliver the supplies in accordance with the tender File, in return for the prices which I myself establish on the basis of the price and quantity schedule which give the amount of the tender for Phase I.....at.....[*in figures and words*] CFA francs exclusive of VAT and at CFA francs inclusive of all taxes. [*in figures and words*].

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

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

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

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

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

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

Signature of.....

In the capacity as.....

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

ANNEX N° 3: MODEL BID BOND

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

Whereas the Contractor, 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 No. 4: MODEL FINAL BOND

Bank.....

Reference of the bond: No.....

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

Whereas.....[name and address of 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 services].

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 give 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 as soon as it is signed and as soon as the Project Owner notifies the Contractor of the approval of the contract. It shall be released within a deadline of [indicate the Deadline] from the date of the provisional acceptance of the supplies.

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

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

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

Signed and authenticated by the bank at on

[Signature of the bank]

ANNEX N° 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 Contractor] hereinafter referred to "the Contractor",
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 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 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 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 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]

DOCUMENT NO. 10: MODEL CONTRACT

REPUBLIQUE DU CAMEROON

REPUBLIC OF CAMEROON

Paix- Travail- Patrie

Peace - Work- Fatherland

[Indiquer le Maître d'Ouvrage][Indicate the Project Owner]

Contract No. /IT or C, /CA/TB

Awarded after Request for Quotations N°..... /IT /CA/TB/00 of.....

HOLDER OF CONTRACT: [indicate the holder and his full address]

P.O. Box 0000 at .., Tel .., Fax: ..

Business Registry No. A Issued at ..

Taxpayer's No.

SUBJECT OF CONTRACT: [indicate the full subject of the supply]

PLACE OF DELIVERY: [indicate]

AMOUNT IN CFA F: [indicate]

TTC	
EVAT	
VAT (19.25%)	
AIR (.....%)	
Net to be paid	

DELIVERY DEADLINE : [In days, weeks, months or years]

FINANCING : [Indicate source of financing]

BUDGET HEAD [To be filled]

SUBSCRIBED ON-----

SIGNED ON-----

NOTIFIED ON-----

REGISTERED ON-----

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 contractor, his full address as well as the name of the mandated signatory],
hereinafter referred to as "THE CONTRACTOR"

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]

Read and accepted by the contractor

(place of signature)----- (date)

Signature of Project Owner

(place of signature)----- (date)

Registration

AUTHORISED TO ISSUE BANK CAUTION IN PUBLIC CONTRACTS

1. LIST OF BANKS

1. Société Générale Cameroun (SGC)
2. Banque Internationale du Cameroun pour l'épargne et le Credit (BICEC)
3. Société Commerciale de Banques-Cameroun (CA-SCB)
4. Standard Chartered Bank Cameroon (SCBC)
5. Afriland First Bank (AFB)
6. Banque Atlantique du Cameroun (BAC)
7. Ecobank Cameroon (EBC)
9. Citibank N.A. Cameroon
10. Commercial Bank of Cameroon (CEC)
11. Union Bank of Cameroon (UBC)
12. National Financial Credit Bank (NFC Bank)
13. United Bank of Africa (UBA)
14. BANQUES GABONNAISE POUR LE FINANCEMENT INTERNATIONAL (BSFI Bank)
15. LA REGIONALE BANK
16. CRÉDIT COMMUNAUTAIRE D'AFRIQUE (CCA BANK)
17. BANGE BANK CAMEROON (BANGE CMR)
18. ACCES BANK CAMEROON (ABC)

II. LIST OF INSURANCE COMPANIES

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

EVALUATION GUIDE

(1) PRELIMINARY EXAMINATION OF BIDS USING ELIMINATORY CRITERIA

DATE.....

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	<p>Complete bid (Administrative, technical and financial offers)</p> <p>The various parts of the same file separated by colour dividers both in the original and in the copies</p> <p>Files spirally bounded</p> <p>Original Bid, signed by Competent Authority of the firm</p> <p>All bids typed with indelible ink</p> <p>Bid submitted on time</p>						
2.0	Administrative Documents (Complete or incomplete)	<p>Presentation of the declaration of the intention to tender, stamped with fiscal stamp and signed by bidder (according to the attached model)</p> <p>Signed, stamped and dated copy of attestation of localization and location plan not more than 3 months old</p> <p>Certified copy of Certificate of incorporation not more than 3 months old Or Certified copy of Business registration ("Registre de Commerce") or attestation of registration as a Cooperative (for Cooperatives)</p> <p>Original copy of Attestation of Non-bankruptcy/Solvency obtainable from the Court not more than three (3) months preceding the date of submission of bids</p>						

Certified copy of Tax Payer's card not more than 3 months old
Original statement of Bank Account issued by bank of Rated bank approved by the Ministry in charge of Assets from amongst the indicated in this tender document

Attestation of tax conformity stating that the bidder has met all the statutory obligations in issues of taxes in the current financial year obtainable from the Taxation Department and not more than three months old

Valid location plan signed, stamped and dated by the holder

Original CNPS clearance certificate not more than 3 months old and issued for the Assignment

Original receipt of payment for bidding document

Original Certificate of non-exclusion from Public Contracts by ARMP not more than 3 months old and issued for the Assignment

- Bid bond of an amount of : The bid bond of an amount of: The stamped hand endorsed bid bond according to the attached model for the sum of Three hundred thousand (300,000) teta and with thirty (30) days validity period established by an organization or financial institution approved by the Ministry in charge of Finance to issue bonds in Public Procurement and listed in Document 11 of the Tender Document. The said guarantee must be accompanied by a consignment receipt issued by the "Caisse Depot et Cosignation (CDEC) in

conformance with Circular Letter No. 2006-01, dated 5 June 2021 relating to the constitution of deposits, retention, resolution and deconsignment of bonds on public contracts, in case of group bidding joint venture the bid bond is established on behalf of the group/joint venture

Group Agreement in case of Joint Venture
Power of Attorney in case of Joint Venture

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

(II) EVALUATION OF TECHNICAL PROPOSAL USING ESSENTIAL CRITERIA

DATE

SN	TITLE:	NAME OF BIDDERS	BIDDER 1:		BIDDER 2:	
			Score (Yes/No)	Observa tions	Score (Yes/No)	Observa tions
		Sub-Criteria				
1	Full presentation of the firm					
2	Specific Experience of contractor in same or similar services for the past 3 years with proofs					
3	Conformity of supply to technical specifications and standards in the tender document with written proofs (photos, test reports etc.)					
4	Delivery schedule of four (4) months					
5	Special Administrative Conditions (SAC) and Technical Specifications of Supply Initialed and signed on the last page by the duly mandated representative of the contractor					
Total						

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

GENERAL OBSERVATIONS:

RECOMMENDATIONS:

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

EVALUATION OF FINANCIAL OFFER

DATE.....

SN	TITLE:	NAME OF BIDDER	Read out Amount all taxes inclusive (FCFA)	Adjustments/Correct ions (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.....

