

REPUBLIQUE DU CAMEROUN
PAIX - TRAVAIL - PATRIE

SERVICES DU PREMIER MINISTRE

COMITE DE PILOTAGE DU PLAN PRESIDENTIEL DE
RECONSTRUCTION ET DE DEVELOPPEMENT DES REGIONS DU
NORD-OUEST ET DU SUD-OUEST

UNITE DE COORDINATION



REPUBLIC OF CAMEROON
PEACE - WORK - FATHERLAND

PRIME MINISTER'S OFFICE

STEERING COMMITTEE OF THE PRESIDENTIAL PLAN FOR THE
RECONSTRUCTION AND DEVELOPMENT OF THE NORTH-WEST
AND SOUTH-WEST REGIONS

COORDINATION UNIT

TENDER FILE

**RELAUNCH OF OPEN NATIONAL INVITATION TO TENDER (EMERGENCY
PROCEDURE) N° 03/ONIT/PPRD/STB/2025 OF 30/06/2025 FOR THE SUPPLY
OF AGRICULTURAL EQUIPMENT, INPUTS TOOLS AND MATERIALS IN
MAMFE, MANYU DIVISION, SOUTH WEST REGION.**

PROJECT OWNER: THE PRESIDENT OF STEERING COMMITTEE OF THE PPRD

FINANCING: PPRD – 2025 PIB

BUDGET HEAD: 59-B1-976-03-650001-524416

2025 FINANCIAL YEAR

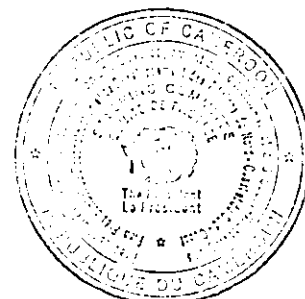
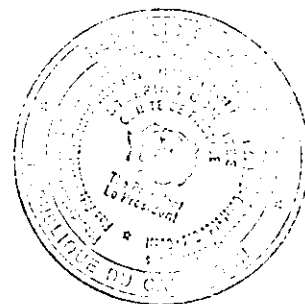
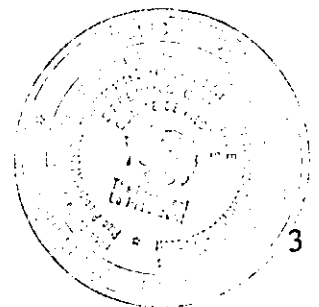


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DOCUMENT NO 1:
TENDER NOTICE





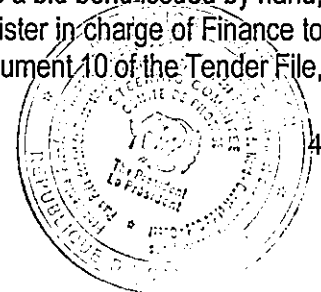
TENDER NOTICE

RELAUNCH OF OPEN NATIONAL INVITATION TO TENDER (EMERGENCY PROCEDURE) N° 03/ONIT/PPRD/STB/2025 OF 30/06/2025 FOR THE SUPPLY OF AGRICULTURAL EQUIPMENT, INPUTS TOOLS AND MATERIALS IN MAMFE, MANYU DIVISION, SOUTH WEST REGION.

- SUBJECT OF THE INVITATION TO TENDER:** Within the framework of the execution of the Presidential Plan for the Reconstruction and Development of the North-West and South-West Regions in 2025, the President of the Steering Committee hereby re-launches in an **EMERGENCY PROCEDURE**, Open National Invitation to Tender for the supply of agricultural equipment, inputs tools and materials in Mamfe, Manyu Division, South West Region (Lot 3).
- NATURE OF SUPPLIES:** The services of this contract comprise notably of the supply of agricultural equipment, inputs, tools, and materials in Mamfe, Manyu Division, South West Region.
- EXECUTION DEADLINE AND PLACE OF DELIVERY:** The maximum deadline for the execution provided for by the Contracting Authority shall be forty-five (45) days, with effect from date of notification of the Service Order to start supplies. Delivery will be made at the Divisional Delegation of MINEPAT, Manyu-Mamfé, South West Region.
- ALLOTMENT:** This call for tender is not in lots.
- ESTIMATED COST:** The estimated cost is as follows:

Nature of supplies	Estimated Budget (TTC) CFAF
Supply of agricultural equipment, inputs, tools, and materials in Mamfe, Manyu Division, South West Region.	50 000 000

- PARTICIPATION AND ORIGIN:** Participation to this invitation to tender is open to Cameroonian enterprises that comply with the fiscal laws, have proven experience and ability in the execution of such supplies.
- FINANCING:** The said supplies shall be financed by the 2025 budget of the Presidential Plan for the Reconstruction and Development of the North-West and South-West Regions.
- METHOD OF SUBMISSION:** The submission method retained is offline.
- BID BONDS:** Each bidder must attach to their administrative documents a bid bond issued by hand, delivered by an organisation or financial institution approved by the Minister in charge of Finance to issue bonds in the field of public contracts, and whose list appears in document 10 of the Tender File, in the amount of:



Nature of supplies	Amount (CFAF)
Supply of agricultural equipment, inputs, tools, and materials in Mamfe, Manyu Division, South West Region.	500 000

This bond, accompanied by the deposit receipt issued by the Deposits and Consignments Fund (CDEC), must be valid for up to thirty (30) days beyond the initial validity date of the tenders. The absence of a bid bond issued by a first-category bank or financial institution authorised by the Minister of Finance to issue bonds in the context of public contracts will result in the outright rejection of the tender. A bid bond produced but unrelated to the relevant consultation is considered absent. A bid bond presented by a bidder during the bid-opening session is inadmissible.

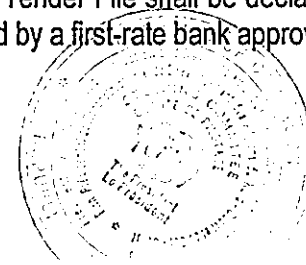
10. **CONSULTATION OF TENDER FILE:** The Tender documents may be consulted and obtained immediately after publication of this invitation to tender from the Services of the Contracting Authority (Service in charge of the award of contracts) during working hours at the PPRD Head Office in Bastos, Yaoundé from Monday to Friday (7:30 am to 3:30 pm) (*Tel: 679496768*).
11. **ACQUISITION OF TENDER FILE:** Bidders can collect complete tender documents from the PPRD Head Office in Bastos Yaounde during working hours (7:30 am to 3:30 pm) Mondays to Fridays after the presentation of a receipt of the payment of a non-refundable sum of CFAF 60 000 (Sixty Thousand CFAF), payable into the Account of the Public Contracts Regulatory Agency (PCRA) at BICEC Bank.
12. **SUBMISSION OF OFFERS:** Each bid written in English or French shall be signed by the bidder or by a duly authorized representative and presented in Seven (7) copies, that is one (01) original and six (06) copies labelled as such. These shall be submitted in one sealed pack containing three (3) envelopes, that is,
 - Envelope A: Administrative file;
 - Envelope B: Technical file;
 - Envelope C: Financial file.

The sealed pack or envelop shall bear no information about the company and shall reach the Procurement Office of the PPRD NW-SW, Head Office in Bastos Yaounde, not later than/2025 at 1 pm local time and note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic. The sealed pack shall bear the following inscriptions:

**RELAUNCH OF OPEN NATIONAL INVITATION TO TENDER (EMERGENCY PROCEDURE)
Nº.03/ONIT/PPRD/STB/2025 OF 28/07/2025 FOR THE SUPPLY OF AGRICULTURAL EQUIPMENT,
INPUTS TOOLS AND MATERIALS IN MAMFE, MANYU DIVISION, SOUTH WEST REGION (LOT 3)**

(To be opened only during bids opening session)

13. **ADMISSIBILITY OF BIDS:** Under penalty of being rejected, only originals or true copies certified by the issuing service or administrative authorities must imperatively be produced in accordance with the Special Regulations of the invitation to tender. They must obligatorily be not older than three (3) months preceding the date of submission of bids or may be established after the signature of the tender notice. Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible. This refers especially to the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance.



14. **OPENING OF BIDS:** The offers shall be opened in a single phase, in the PPRD Conference Hall, Bastos Yaounde on the 28/07/2025 at 2 pm. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Bids that do not conform with this invitation to tender and the tender documents shall be rejected.

15. EVALUATION CRITERIA

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

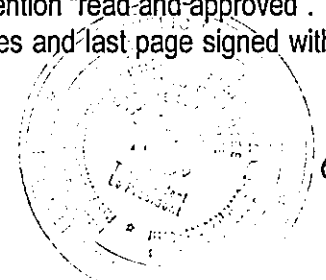
A. Eliminary criteria

N°	DESCRIPTION	CRITERIA		Observations
		YES	NO	
1.	Failure to produce, after the deadline of 48 hours following the opening of bids, a document in the administrative file that is deemed to be non-compliant or missing (except the bid bond)			
2.	Absence or insufficient stamped Bid bond and receipt from Deposits and Consignments Fund (CDEC) (these documents should be submitted as one file)			
3.	False declaration or falsified documents			
4.	Incomplete financial file			
5.	Omission of a unit price			
6.	Non-Compliance with the major technical specifications of the Works			
7.	Non-respect of 75% of the essential criteria			
8.	Absence of the sworn statement for not having abandoned contracts during the last three years			
9.	Absence of a quantified unit price in the financial offer			
10.	Absence of own or hired minimum equipment			
11.	Absence of a detailed Bill of Quantities and cost estimate			
12.	Absence of integrity charter dated and signed			
13.	Absence of a dated and signed commitment statement to comply with environmental and social clauses.			

B. Essential criteria

The criteria relating to the qualification of a bidder are as follows:

- General presentation of the tender files
- Financial capacity of at least 25, 000, 000 CFAF issued by a financial institution authorized by the Ministry of Finance.
- At least two references (projects realised within the last 5 years) of the company in similar achievements concerning the supply of agricultural equipment, inputs, tools and material for a minimum cumulative amount of 30,000,000 CFAF in the crisis area (First page and last page of previous contracts + minutes of acceptance signed);
- Technical organization of the supplies (Provide a Catalogue for all equipment to be supplied)
- Special Technical Clauses initialled in all the pages and signed with mention "read and approved".
- Special Administrative Clauses completed and initialled in all the pages and last page signed with mention "read and approved".



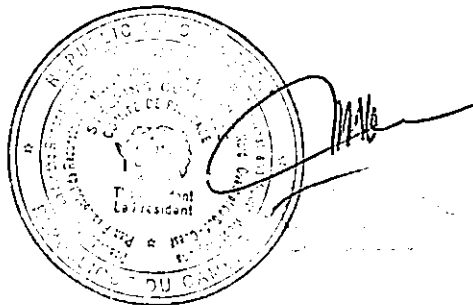
16. **AWARD:** The Project Owner shall award the contract to the bidder who has submitted a bid meeting the required technical and financial qualification criteria and whose bid is evaluated as the lowest bid.
17. **MAXIMUM NUMBER OF LOTS WHICH A BIDDER CAN WIN:** This call for tender is not in lots.
18. **VALIDITY OF OFFERS:** Bidders shall remain committed to their offers for a period of ninety (90) days from the date of the bid opening.
19. **COMPLEMENTARY INFORMATION:** Additional (supplementary) technical information may be obtained during working hours from the Procurement Service at the PPRD NW-SW, Bastos Yaounde.
20. **CORRUPTION AND MAL PRACTICE:** Kindly report any corrupt practices noticed, facts or acts to CONAC on 1517 or to the Authority in Charge of Public Contracts (MINMAP).

Yaoundé, the..... **30 JUN 2025**

**THE PRESIDENT OF THE STEERING COMMITTEE OF
THE PPRD NW-SW (PROJECT OWNER)**

Copies:

- MINMAP
- ARMP
- Chairperson of STB
- Notice Board





PPRD

NW/SW

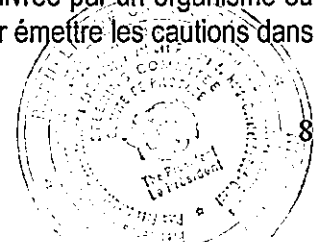
AVIS D'APPEL D'OFFRES

**RELANCE DE L'AVIS D'APPEL D'OFFRES NATIONAL OUVERT (PROCÉDURE D'URGENCE)
N°03./AONO/PPRD/CSPM/2025 DU 30/06/2025 POUR LA FOURNITURE D'ÉQUIPEMENTS
AGRICOLLES, INTRANTS, OUTILS ET MATÉRIELS A MAMFE, DEPARTEMENT DE LA MANYU,
RÉGION DU SUD-OUEST.**

- 1. OBJET DE L'APPEL D'OFFRES :** Dans le cadre de l'exécution du Plan Présidentiel de Reconstruction et de Développement des Régions du Nord-Ouest et du Sud-Ouest en 2025, le Président du Comité de Pilotage relance, en PROCÉDURE D'URGENCE, l'Appel d'Offres National Ouvert pour la fourniture d'équipements agricoles, d'intrants, d'outils et de matériels à Mamfe, Département de la Manyu, Région du Sud-Ouest (Lot.3).
- 2. CONSISTANCE DES PRESTATIONS :** Les prestations comprennent notamment à la fourniture d'équipements agricoles, intrants, outils et matériels à Mamfe, Département de la Manyu, Région du Sud-Ouest.
- 3. DELAI D'EXECUTION :** Le délai maximal d'exécution prévu par le Maître d'Ouvrage est de 45 jours à compter de la date de notification de l'Ordre de Service de démarrage des prestations. La livraison se fera à la Délégation Départementale du MINEPAT à Buea).
- 4. TRANCHES /ALLOTISSEMENT :** Cet appel d'offres n'est pas en lots.
- 5. COUT PREVISIONNEL :** Le coût prévisionnel de l'opération à l'issue des études préalables est de :

Nature des prestations	Budget estimatif (TTC) en FCFA
Fourniture d'équipements agricoles, intrants, outils et matériels à Mamfe, Département de la Manyu, Région du Sud-Ouest.	50 000 000

- 6. PARTICIPATION ET ORIGINE :** La participation à cet appel d'offres est ouverte aux entreprises de droit camerounais justifiant de leur conformité aux obligations fiscales et disposant d'une expérience avérée dans l'exécution de prestations similaires.
- 7. FINANCEMENT :** Lesdites fournitures sont financées par le budget 2025 du Plan Présidentiel de Reconstruction et de Développement des Régions du Nord-Ouest et Sud-Ouest.
- 8. MODE DE SOUMISSION :** Le mode de soumission retenu pour cette consultation est hors ligne.
- 9. CAUTIONNEMENT PROVISoire :** Chaque soumissionnaire doit joindre à ses pièces administratives un cautionnement de soumission, acquitté à la main, délivrée par un organisme ou une institution financière agréée par le Ministre chargé des finances pour émettre les cautions dans



le domaine des marchés publics et dont la liste figure dans la pièce 11 du DAO dont le montant s'élève à :

Nature des prestations	MONTANT (FCFA)
Fourniture d'équipements agricoles, intrants, outils et matériels à Mamfe, Département de la Manyu, Région du Sud-Ouest.	500 000

Cette caution accompagnée du récépissé de consignation délivré par la Caisse des Dépôts et Consignations (CDEC), doit être valable jusqu'à trente (30) jours au-delà de la date initiale de validité des offres. L'absence de la caution de soumission délivrée par une banque de premier ordre ou un organisme financier de première catégorie autorisée par le Ministre chargé des Finances à émettre des cautions dans le cadre des marchés publics, entraînera le rejet pur et simple de l'offre. Une caution de soumission, produite mais n'ayant aucun rapport avec la consultation concernée, est considérée absente. Une caution de soumission présentée par un soumissionnaire au cours de la séance d'ouverture des offres est irrecevable.

10. CONSULTATION DU DOSSIER D'APPEL D'OFFRES : Le dossier peut être consulté et retiré après publication du présent avis auprès des Services du Maître d'Ouvrage (Service en charge de la passation des marchés), au siège du PPRD à Bastos, Yaoundé, durant les heures ouvrables de Lundi à vendredi entre 7h30 et 15h30 (*Tél : 679496768*).

11. ACQUISITION DU DOSSIER D'APPEL D'OFFRES : Le dossier complet peut être retiré au siège du PPRD à Bastos, Yaoundé, contre paiement d'une somme non remboursable de 60 000 CFA (Soixante mille francs CFA), *payable dans le compte de l'ARMP ouvert à la BICEC*.

12. DÉPÔT DES OFFRES : Chaque offre, rédigée en français ou en anglais, doit être signée par le soumissionnaire ou son représentant dûment mandaté et présentée en sept (07) exemplaires (un original et six copies marquées comme telles). L'offre doit être placée dans une enveloppe scellée contenant trois (3) sous-enveloppes :

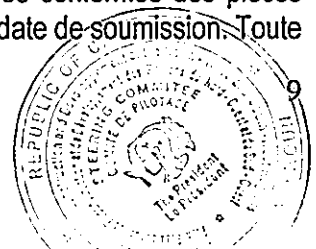
- Enveloppe A : Offre administrative
- Enveloppe B : Offre technique
- Enveloppe C : Offre financière

Les offres doivent être déposées au service des marchés du PPRD NO-SO situé à Bastos, Yaoundé, au plus tard le 28/07/2025 à 13h (heure locale). L'enveloppe extérieure ne devra porter aucune indication sur l'entreprise.

L'enveloppe extérieure portera la mention suivante :

**RELANCE DE L'APPEL D'OFFRES NATIONAL OUVERT (PROCÉDURE D'URGENCE)
N°.03/AONO/PPRD/STB/2025 DU 30/06/2025 POUR LA FOURNITURE D'ÉQUIPEMENTS
AGRICOLLES, INTRANTS, OUTILS ET MATÉRIELS A MAMFE, DEPARTEMENT DE LA MANYU,
RÉGION DU SUD-OUEST
(À n'ouvrir qu'en séance de dépouillement)**

13. RECEVABILITÉ DES OFFRES : Seuls les originaux ou copies certifiées conformes des pièces administratives seront acceptés, datant de moins de trois (03) mois à la date de soumission. Toute



offre non conforme sera déclarée irrecevable, notamment en cas d'absence de la caution de soumission.

14. OUVERTURE DES PLIS : L'ouverture des plis se fera en une seule phase, dans la Salle de Conférence du PPRD, le 28/07/2025 à 14h. Seuls les soumissionnaires ou leurs représentants dûment mandatés peuvent assister à la séance.

15. ÉVALUATION DES OFFRES : Les offres seront évaluées selon les conditions suivantes :

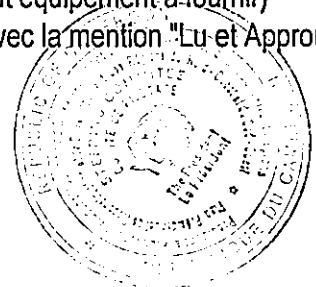
A - Critères éliminatoires

N°	DESCRIPTION	CRITERES		Observations
		OUI	NON	
1.	Défaut de production, après le délai de 48 heures suivant l'ouverture des plis, d'un document du dossier administratif jugé non conforme ou manquant (à l'exception de la caution de soumission)			
2.	Absence ou non-conformité à l'ouverture des plis de la caution de soumission dûment timbrée et du récépissé de versement à la Caisse des Dépôts et Consignations (CDEC)			
3.	Fausse déclaration ou documents falsifiés			
4.	Dossier financier incomplète			
5.	Absence d'un prix unitaire quantifié dans l'Offre financière			
6.	Non-conformité aux spécifications techniques majeures des Travaux			
7.	Non-respect de 75% des critères essentiels			
8.	Absence de l'attestation sur l'honneur de n'avoir pas abandonné de marchés au cours des trois dernières années			
9.	Absence de prix unitaire chiffré dans l'offre financière			
10.	Absence de possession en propre ou en location d'un matériel minimum			
11.	Absence du Bordereau des Quantités détaillé et du devis estimatif			
12.	Absence de la charte d'intégrité datée et signée			
13.	Absence de la déclaration d'engagement au respect des clauses environnementales et sociales datée et signée			

B - Critères essentiels

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

- Présentation générale de l'offre ;
- Capacité financière d'au moins 25 000 000 FCFA, attestée par un établissement financier agréé par le Ministère des Finances ;
- Au moins deux références (projets réalisés au cours des cinq dernières années) de l'entreprise dans des réalisations similaires concernant la fourniture d'équipements agricoles, d'intrants, d'outils et de matériels, pour un montant cumulé minimum de 30 000 000 CFAF dans la zone de crise (Première et dernière page des contrats précédents + procès-verbal de réception signé) ;
- Organisation technique des fournitures (Présenter un catalogue pour tout équipement à-fournir)
- Cahier des Clauses Techniques Particulières paraphé à chaque page avec la mention "Lu et Approuvé."



- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page et dernier page signée avec la mention "Lu et Approuvé."

Les critères essentiels sont soumis à des exigences minimales, dont les détails sont fournis dans le Règlement Particulier de l'Appel d'Offres (RPAO). Cette évaluation se fera selon une méthode binaire (OUI) ou (NON), avec un minimum acceptable de 75 % des critères essentiels pris en compte. Le marché sera attribué au soumissionnaire le moins-disant, conformément aux règlements du Dossier d'Appel d'Offres et ayant satisfait à 100 % des critères éliminatoires et au moins 75 % des critères essentiels. Le critère relatif à la capacité financière de 25 000 000 FCFA par lot est obligatoire parmi les critères essentiels.

16. **ATTRIBUTION** : Le Maître d'Ouvrage attribuera le marché au soumissionnaire ayant présenté une offre remplissant les critères de qualification technique et financière requises et dont l'offre est évaluée la moins-disante.
17. **INFORMATION SUR LES LOTS** : Cet appel d'offres n'est pas en lots.
18. **DUREE DE VALIDITE DES OFFRES** : Les soumissionnaires restent engagés par leurs offres pendant 90 jours à compter de la date d'ouverture des plis.
19. **RENSEIGNEMENTS COMPLEMENTAIRES** : Les renseignements complémentaires d'ordre technique peuvent être obtenus aux heures ouvrables au Service des Marchés situé à l'Unité de Coordination du PPRD NO/SO à Bastos, Yaoundé. (Tel : 679496768)
20. **LUTTE CONTRE LA CORRUPTION ET LES MAUVAISES PRATIQUES** : Pour toute dénonciation des pratiques, faits ou actes de corruption, bien vouloir appeler la CONAC au numéro 1517, ou contacter l'Autorité chargée des Marchés Publics (MINMAP).

30 JUN 2025

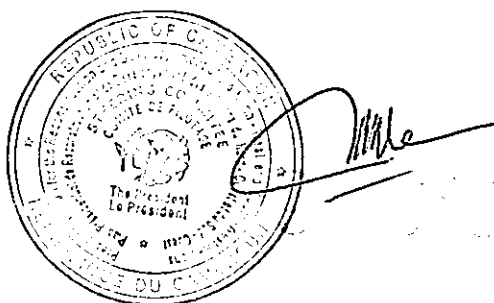
Yaoundé, le.....

LE PRÉSIDENT DU COMITÉ DE PILOTAGE DU PPRD NO-SO

(MAITRE D'OUVRAGE)

Copies :

- MINMAP
- ARMP ;
- Président CSPM ;
- Affichage.



DOCUMENT No 2:

GENERAL REGULATIONS OF THE INVITATION TO TENDER

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General Regulations of the Invitation to Tender

A. GENERAL

Article 1: Scope of the tender:

- 1.1 The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby re-launches an invitation to tender (emergency procedure) for the supply of agricultural equipment, inputs tools and materials in Mamfe in the South West Region.
- 1.2 The bidder retained or the preferred bidder must complete the supplies within the time-limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order or that indicated in the said Administrative Order.
- 1.3 In this Tender File, the term "day" means a calendar day.

Article 2: Financing: The source of financing of the supplies forming the subject of this invitation to tender is the 2025 budget of the PPRD NW-SW Regions.

Article 3: Fraud and corruption:

3.1 The Contracting Authority requires of bidders and contractors the strict respect of rules of professional ethics during the award and execution of public contracts. By virtue of this principle, the Contracting Authority:

- a) Defines, within the context of this clause, the following expressions:
 - i. Shall be guilty of "corruption" 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" shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition.
 - iv. And Coercive practices" shall 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) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

3.2 The Minister Delegate at the Presidency of the Republic in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

Article 4: Candidates allowed to compete:

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

4.2 Generally, the invitation to tender is addressed to all entrepreneurs, 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, subject to disqualification.

A bidder shall be judged to be in a situation of conflict of interest if he:

- i. Is or was associated in the past with 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 bid within the context of invitation to tender, except authorized variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
 - iii. The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.
- 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 the Contracting Authority or Project Owner.

Article 5: Materials, materials, supplies, equipment and authorized services:

5.1 Materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of the contract shall be limited to the said building materials, materials, supplies, equipment and services.

5.2 Within the meaning of this 5.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originates.

Article 6: Qualification of bidder:

6.1 As an integral part of their bid, bidders must:

- a) Submit a power of attorney making the signatory of the bid bound by the bid; and
- b) Provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

Where necessary, bidders should provide information relating to the following points:

- (i) The production of certified balance sheets and recent turnovers.
- (ii) Access to a line of credit or availability of other financial resources.
- (iii) Orders acquired and contracts awarded.
- (iv) Pending litigations; and
- (v) Availability of indispensable equipment.

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

- a) The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group.
- b) The bid and the contract must be signed in a way that is binding on all members of the group.
- c) The nature of the group (joint or several) must be specified in the Special Regulations 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 and Contracting Authority with regard to the execution of the Contract.
- e) In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-contracting.

6.3 Bidders must equally present sufficiently detailed proposals to demonstrate that they comply with the technical specifications and execution time-limits set in the Special Regulations of the invitation to tender.

6.4 Bidders requesting to benefit from the margin of preference must furnish all the necessary information to prove that they satisfy the eligibility criteria set in article 33 of the General Regulations of the invitation to tender.

Article 7: Visit of supplies site:

7.1 The bidder is advised to visit and inspect the site and its environs and obtain by himself and under his own responsibility, all the information which may be necessary for the preparation of the bid and the execution of the supplies. The related cost of the visit of the site shall be borne by the bidder.

7.2 The Project Owner shall authorize the bidder and his employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his employees and agents free the Project Owner, his employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss or material damages, costs and fees incurred from this visit.

7.3 The Project Owner may organize a visit of the site of the supplies during the preparatory meeting to establishing the bids mentioned in article 19 of the General Regulations of the invitation to tender.

B. TENDER FILE

Article 8: Content of Tender File:

8.1 The Tender File describes the supplies forming the subject of the contract, sets the consultation procedure of contractors and specifies the terms of the contract. Besides the addendum (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 Special Technical Conditions.
- g) The schedule of unit prices.
- h) The bill of quantities and estimates.
- i) The Sub details of unit prices.
- j) The Execution schedule
- k) Model documents of the contract:
 - Model of forms presenting the equipment, personnel and references.
 - Model bid letter.
 - Model bid bond.
 - Model final bond.
 - Model of bond of start-off advance.
 - Model of guarantee in replacement of the retention fund.
 - Model contract.
- l) List of commercial banks and financial institutions approved by the Ministry in charge of finance authorised to issue bonds.
- m) Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner.
- n) Integrity commitment form
- o) Social and Environmental commitment form
- p) Evaluation grill

8.2 The bidder must examine all the regulations, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare a bid in compliance with all aspects of the said file. Any inadequacy may lead to a rejection of his offer.

Article 9: Clarifications on the Tender File and complaints

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (fax or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the invitation to tender and send a copy to the Project Owner. The Contracting Authority replies in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of bids. A copy of the Contracting Authority's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought the Tender File.

9.2 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 the Minister in charge of Public Contracts.

9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

9.4 The Contracting Authority has five (5) days to react. A copy of the reaction shall be forwarded to MINMAP and the body in charge of the regulation of public contracts.

Article 10: Amendment of the Tender File

10.1 The Contracting Authority may at any moment, prior to the deadline for the submission of bids and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum.

10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known by a traceable means to all bidders who bought the Tender File. The latter must acknowledge receipt of the addenda in writing to the Contracting Authority.

10.3 In order to give bidders sufficient time to take account of the addendum in the preparation of their bids, the Contracting Authority may postpone as is necessary, the deadline for the submission of bids, in accordance with provisions of article 22 of the General Regulations of the invitation to tender.

C PREPARATION OF BIDS

Article 11: Cost of Tender:

The candidate shall bear the costs related to the preparation and presentation of his bid and the Contracting Authority and the Project Owner shall in no case be responsible for these costs nor pay for them whatever the evolution or outcome of the invitation to tender procedure.

Article 12: Language of bid:

The bid as well as any correspondence and any document exchanged between the bidder and the Contracting Authority shall be written in *English or French*. Complementary documents and the forms provided by the bidder may be written in another language on condition that a precise translation into either English or French of the passages concerning the bid is included; in which case for reasons of interpretation, the translation shall be considered to be authentic.

Article 13: Constituent documents of the bid

13.1 The bid 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 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 17 of the General Regulations of the invitation to tender.
- iii. The written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.

b. Volume 2: Technical bid

b.1 **Information on qualifications:** The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Regulations of the invitation to tender.

b.2 Methodology: The Special Conditions of the invitation to tender specifies the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the supplies and specifying the organization and programme which the bidder intends to put in place or use to execute the supplies (installations, schedule, Quality Assurance Plan (QAP), sub-contracting, attestation of visit of the site, where necessary, etc).

b.3 Proof of acceptance of conditions of the contract: The bidder shall submit duly initialled copies of the administrative and technical documents relating to the contract, namely:

- The Special Administrative Conditions (SAC).
- The Special Technical Conditions (STC).
- The Model Contract

b.4 Commentaries (optional): A commentary on the technical choices of the project and possible proposals.

c. Volume 3: Financial bid: The Special Regulations specify the elements that will help in justifying the cost of the supplies, namely:

- The signed and dated original bid (Bid Letter) prepared according to the attached model, stamped at the prevailing rate.
- The duly filled Unit Price Schedule.
- The duly filled detailed estimates.
- The sub-details of prices and/or breakdown of all-in prices.
- The projected schedule of payments, where needed.

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(2) of the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

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

Article 14: Contract amount:

14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the supplies described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder.

14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.

14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.

14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.

14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

Article 15: Currency of bid and payment

15.1 In case of international invitations to tender, the currencies of the bid shall follow the provisions of either Option A or Option B below, the applicable option being that retained in the Special Regulations of the invitation to tender.

15.2 **Option A:** The amount of the bid shall be entirely made in the national currency.

The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:

- a. Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the supplies shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the contract.
- b. The exchange rates used by the bidder to convert his bid into the national currency shall be specified by the bidder in an annex to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment within the framework of the contract so that the retained bidder does not bear any change in the exchange rate.

15.3 **Option B:** The amount of the bid shall be directly made in the national and foreign currency at the rates fixed in the Special Regulations.

The bidder shall draw the unit prices of the price schedule and the prices of the bill of quantities and estimates in the following manner:

- a. The prices of inputs necessary for the supplies which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country specified in the Special Regulations and called "national currency".
- a. The prices of inputs necessary for supplies which bidder intends to procure out of the Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.

15.4 The Contracting Authority may request the bidders to explain the needs in national and foreign currencies and to justify that the amounts included in the unit and total prices and indicated in annex to the bids are reasonable; to this end, a detailed statement of their needs in foreign currencies shall be furnished by the bidder.

15.5 During the execution of the supplies, most of the foreign currency to be paid as part of contract may be revised by mutual agreement between the Contracting Authority and the entrepreneur in a way as take account of any modification in the foreign currency needs within the context of the contract.

Article 16: Validity of bids:

16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not complying.

16.2 Under exceptional circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid nor shall he be authorized to do so.

16.3 Where the contract does not include a price revision clause and that the period of validity of bids is extended by more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority addressed to bidders. The updating period shall run from the date of overrun of sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of supplies by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be considered for purposes of evaluation of bids.

Article 17: Bid bond

17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his bid.

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorized subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.

17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.

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

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

17.6 The bid bond may be seized:

(a) if the bidder withdraws his bid during the period of validity.

(b) if the retained bidder:

b.1 Fails in his obligation to register the contract in application of article 38 of the General Regulations.

b.2 Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations.

b.3 Refuses to receive notification of the Administrative Order to commence execution.

Article 18: Varying proposals of bidders

18.1 Where the supplies can be executed within variable deadlines, the Special Regulations shall specify these deadlines and shall indicate the method retained for the evaluation of the completion deadline proposed by the bidder within the specified deadlines. Bids that propose deadlines beyond those specified shall be considered as not being in conformity.

18.2 Except in the case mentioned in article 18(3) below, bidders wishing to offer technical variants must first assess the Secondary solution of the Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder whose bid complies with the Secondary solution has been evaluated as the lowest bid.

18.3 When according to the Special Regulations the bidders are authorized to directly submit the technical variants for certain parts of the supplies, these parts of the supplies must be described in the technical specifications. Such variants shall be evaluated on their own merit in accordance with the provisions of article 31(2) (g) of the General Regulations.

Article 19: Preparatory meeting to the establishment of bids

19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations.

19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.

19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.

19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by

publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.

19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of bids shall not be a reason for disqualification.

Article 20: Form and signature of bid

20.1 The bidder shall prepare an original of the constituent documents described in article 13 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.

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

20.3 The bid shall be bearing no modification, suppression or alteration unless such corrections are initialled by the signatory (i.e.) of the bid.

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

21.1 The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes "ORIGINAL" and "COPY", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.

21.2 The external and internal envelopes:

a) Should be addressed to the Contracting Authority at the address indicated in the Special Regulations.

b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "TO BE OPENED ONLY DURING THE BID-OPENING SESSION" as specified in the Special Regulations.

21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority to return the sealed bid if it is late in accordance with article 23 and 24 of the General Regulations.

21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

Article 22: Date and time-limit for submission of bids

22.1 The bids must be received by the Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations.

22.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 10 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 23: Late bids: Any bid received by the Contracting Authority beyond the deadline for the submission of bids in accordance with article 22 of the General Regulations shall be declared late and consequently rejected.

Article 24: Modification, substitution and withdrawal of bids

24.1 A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The said notification must be signed by an authorized representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENT BID" or "MODIFICATION".

24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.

24.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.

24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

E. OPENING OF ENVELOPES AND EVALUATION OF BIDS

Article 25: Opening of envelopes and evaluation of offers

25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.

25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid 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 bid" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid 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 bid. The modification of the bid 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 bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

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

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

25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the 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.

25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialed copy of the bids presented by bidders.

25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copy to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

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 26: Confidential nature of the procedure

26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.

26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.

26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to with his bid may do so in writing.

Article 27: Clarifications on the bids and contact with the Contracting Authority

27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto is formulated in writing but no change on the amount or content of the bid is sought, offered or authorized, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.

27.2 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 bids, between the opening of envelopes and the award of the contract.

Article 28: Determination of compliance of bids

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

28.2 The Evaluation sub-committee shall determine if the bid is essentially in compliance with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.

28.3 A bid that complies with the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:

- i. Which substantially limits the scope, quality or realization of the supplies.
- ii. which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract.
- iii. Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.

28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.

28.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

Article 29: Qualification of the bidder: The Evaluation sub-committee shall ensure that the successful bidder retained for having submitted a bid substantially in compliance with the provisions of the Tender File, fulfils the qualification criteria stipulated in article 6 of the Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

Article 30: Correction of errors

30.1 The Evaluation sub-committee shall verify bids considered essentially in compliance with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:

- a. Where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
- b. If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
- c. Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

30.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.

30.3 If the bidder who presented the bid evaluated as the lowest refuses the correction thus carried out, his bid shall be rejected, and the bid bod may be seized.

Article 31: Conversion into a single currency

31.1 To facilitate the evaluation and comparison of bids, the Evaluation sub-committee shall convert the prices of bids expressed in various currencies into those in which the bid is payable in CFA francs.

31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

Article 32: Evaluation and comparison of financial bids

32.1 Only bids considered as complying, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.

32.2 By evaluating the bids, the Evaluation Sub-committee shall determine for each bid the evaluated amount of the bid by rectifying the amount as follows:

- a. By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations.
- b. By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of supplies done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
- c. By converting into a single currency, the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations.
- d. By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
- e. By taking into consideration the various execution time-limits proposed by the bidders, if they are authorized by the Special Regulations.

f. If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.

g. If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

32.3 The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of bids.

The Contracting authority reserves the right to accept or reject any modification, difference or reservation. The modifications, differences, variants or other factors which exceed the requirements of the tender file are not taken into account during the evaluation of offers.

32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the supplies to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

Article 33: Preference granted national bidders: National contractors shall benefit from a margin of national preference during the evaluation of bids as provided for in the Public Contracts Code.

F: AWARD OF THE CONTRACT

Article 34: Award

34.1 The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates

34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest bid shall be determined by evaluating this contract with other lots to be awarded concurrently, by considering the rebates offered by the bidders in the case of more than one lot.

34.3 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

Article 35: The right by the Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure: The Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorization of the Minister Delegate at the Presidency in charge of Public Contracts where the bids have been opened or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

Article 36: Notification of award of the contract: Before the expiry of the validity of the bids set in the Special Regulations, the Contracting Authority shall notify the preferred bidder by telecopy confirmed by

registered mail or by any other means that his bid was retained. This letter will indicate the amount the Project Owner will pay the contractor to execute the supplies and the execution time-limit.

Article 37: Publication of results of award and petitions

37.1 The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the Independent Observer's report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the bids.

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

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

37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Contracting Authority and the chairperson of the Tenders Board concerned. It must take place within a maximum deadline of five (5) working days after the publication of the results.

Article 38: Signing of the contract

38.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Special Tenders Board for examination and Central Control Board where applicable.

38.2 The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the successful bidder.

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

Article 39: Final Bond

39.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Project Owner with a final bond, to guarantee the complete execution of the supplies.

39.2 The bond whose rate varies between 2 and 5 per cent of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.

39.3 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.

39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

DOCUMENT No. 3:
SPECIAL REGULATIONS OF THE INVITATION TO TENDER

SPECIAL REGULATIONS OF THE INVITATION TO TENDER
RELAUNCH OF OPEN NATIONAL INVITATION TO TENDER (EMERGENCY PROCEDURE) N°
03/ONIT/PPRD/STB/2025 OF 30/06/2025 FOR THE SUPPLY OF AGRICULTURAL EQUIPMENT,
INPUTS TOOLS AND MATERIALS IN MAMFE, MNAYU DIVISION, SOUTH WEST REGION.

	GENERAL		
1	Definition of supplies: supply of agricultural equipment, inputs tools and materials in Mamfe, Manyu Division, South West Region. Name and address of the Contracting Authority: President of Steering Committee of the PPRD NW-SW Regions Reference of Invitation to tender: N°.03/ONIT/PPRD/STB/2025 of 30/06/2025		
2	Execution deadline: Forty-five (45) days		
3	Source of financing: Supplies which form the subject of this invitation to tender shall be financed by the 2025 budget of the Presidential Plan for the Reconstruction and development of the North West and South West Regions, budget head No. 59-B1-976-03-650001-524416		
4	List of pre-qualified candidates, not applicable		
5	Origin of, supplies and equipment: The supplies will be approved by the Contract Engineer.		
6	EVALUATION GRILL		
6.1	I- MAIN ELIMINATION CRITERIA		
	Bidders shall be eliminated following the criteria below:		
	Description	YES	NO
	Failure to produce, after the deadline of 48 hours following the opening of bids, a document in the administrative file that is deemed to be non-compliant or missing (except the bid bond)		
	Absence or insufficient stamped Bid bond and receipt from Deposits and Consignments Fund (CDEC) (these documents should be submitted as one file)		
	False declaration or falsified documents		
	Incomplete financial file		
	Omission of a unit price		
	Non-Compliance with the major technical specifications of the Works		
	Non-respect of 75% of the essential criteria		
	Absence of the sworn statement for not having abandoned contracts during the last three years		
	Absence of a quantified unit price in the financial offer		
	Absence of own or hired minimum equipment		
	Absence of a detailed Bill of Quantities and cost estimate		
	Absence of integrity charter dated and signed		
	Absence of a dated and signed commitment statement to comply with environmental and social clauses.		
6.2	II- MAIN QUALIFICATION CRITERIA		
	General presentation of the tender files	Table of Sections separated using colour dividers (not white) contents	

	Financial capacity of at least 25, 000, 000 CFAF per Lot issued by a financial institution authorized by the Ministry of Finance.	Provide proof of ability to pre-finance from a recognized financial or banking institution.		
	At least two references of the company in similar achievements concerning the supply of agricultural equipment, inputs, tools and material for a minimum cumulative amount of 30,000,000 CFAF per lot (First page and last page of previous contracts + minutes of acceptance signed).	Provide 2 supported references for similar works executed within the last 5 years. Attach the first and last pages of the contracts and reception report of the supplies.		
	Technical organization of the supplies (Provide a Catalogue for all equipment to be supplied)	Provide catalogue, details on the storage conditions envisaged to maintain quality of materials, elaborate scheduled delivery to meet project timelines.		
	Special Technical Clauses initialled in all the pages and signed with mention read and approved.	Initial all the pages with "mention read and approved".		
	Special Administrative Clauses completed and initialled in all the pages and last page signed with mention read and approved.	Initial all the pages with mention "read and approved".		
<p>This evaluation will be done in a binary approach (YES) or (NO) with an acceptable minimum from at least 75% of the essential criteria. The criterion regarding financial capacity of 25,000,000 CFAF per lot is mandatory among the essential criteria. The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 75% of the essential criteria.</p>				
	Language of the bids: All offers shall be written in either <i>French or English</i> .			
	Type of submission: Offline bidding			
	PRESENTATION OF THE TENDER			
	<p>The bids prepared in English or French and in seven (07) copies with one (01) original and six (06) copies marked thus, shall be presented in three (03) volumes as follows:</p> <p>A) Administrative Documents</p> <p>B) Technical Documents</p> <p>C) Financial Documents</p> <p>9.1 External envelope: Each bidder shall seal these three (03) envelopes (A, B and C) in one common envelope on which shall be written.</p> <p style="text-align: center;">OPEN NATIONAL INVITATION TO TENDER (EMERGENCY PROCEDURE) N°.03/ONIT/PPRD/STB/2025 OF 30/06/2025 FOR THE SUPPLY OF AGRICULTURAL EQUIPMENTS, INPUTS TOOLS AND MATERIALS IN MAMFE, MANYU DIVISION, SOUTH WEST REGION. (To be opened only during bids opening session)</p> <p>N.B: The external envelope should not carry any mark or sign that can lead to the identification of the bidder.</p> <p>9.2 Internal envelopes</p>			

Three (03) internal envelopes must be sealed in an external envelope.

The first internal envelope shall be labelled.

1) <<ENVELOPE A: ADMINISTRATIVE DOCUMENTS>> AND SHALL CONTAIN THE ADMINISTRATIVE DOCUMENTS OF THE ENTERPRISE.

THESE DOCUMENTS SHALL BE ORIGINAL, OR COPIES CERTIFIED BY COMPETENT AUTHORITIES NOT MORE THAN THREE MONTHS.

ADMINISTRATIVE DOCUMENTS:

A.1 Declaration of intention to tender stamped with the tariff in force (written by the bidder).

A.2 A bid bond and receipt from Deposits and Consignments Fund (CDEC) issued by a bank establishment or any financial institution approved by the Minister in charge of Finance as per the following lots:

Nature of supplies	Amount (CFAF)
Supply of agricultural equipment, inputs, tools, and materials in Mamfe, Manyu Division, South West Region.	500 000

NB: A bid bond presented by a bidder during the bid opening session shall not be accepted. It must be valid for up to thirty (30) days beyond the initial validity date of the tenders.

A.3 Certified Copy of the Business Registration, not more than three months old.

A.4 A notarised protocol of agreement specifying the representative where applicable. (Joint and several liability groupings will be given preference).

A.5 Power of Attorney where applicable.

A.6. Attestation of fiscal conformity issued by the Tax administration.

A.7 Certificate of non-bankruptcy established by the Court, not more than three (03) months.

A.8 Attestation of bank account of the bidder, issued by a banking establishment or financial institution approved by the Ministry in charge of Finance or by a foreign bank of the first order not more than three months.

A.9 Receipt of purchase of the tender file issued by BICEC Bank at the sum of CFAF 60 000.

A.10 An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP).

A.11 An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.

A.12 Stamped attestation of immatriculation (fiscal stamp).

NB:

In the case of a joint-bid, each member of the association must submit a complete administrative file, with documents A1, A2, A8, and A9 submitted only by the representative of the association.

Failure to comply with the requirements will result in rejection. The required documents in the administrative file must be submitted in their original form or as certified true copies issued by the originating service or the competent administrative authority, in accordance with the provisions of the Special Regulations of the Invitation to Tender. They must be valid as of the original deadline for submission of bids.

2) THE SECOND INTERNAL ENVELOPE SHALL BE LABELLED <<ENVELOPE B: TECHNICAL DOCUMENT>> AND SHALL CONTAIN THE FOLLOWING:

TECHNICAL DOCUMENTS:

B.1: General presentation of the tender files

- Document spirally bound
- Table of content page
- Colour sheets separation
- Presentation of documents in the order given in this tender

B.2: List of references of the enterprise in the similar jobs

List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of supplies executed. (minutes of final reception for up to 2024 projects)
Minimum acceptable: 02 Contracts realized in the domain over the past years.

- 1st Reference
- 2nd reference

B.3 : Duration of execution in respect with the Tender file

The duration of the execution of the supplies is 45 days.

B.4: Financial capacity

An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank or any financial institution approved by the Ministry of Finance. A turnover of above CFAF25, 000, 000 should be submitted for each lot.

B.5: Special Technical Clauses initialled in all the pages and last page signed (with mention "read and approved")

B.6: Special Administrative Clauses filled, each page initialled and last page signed (with mention "read and approved").

- 3) THE LAST ENVELOPE SHALL BE LABELLED <<ENVELOPE C: *FINANCIAL DOCUMENT*>> AND SHALL CONTAIN THE FOLLOWING:

FINANCIAL DOCUMENTS

C.1:A submission letter, signed, dated and stamped. (see ANNEX 3)

C.2: Completed and signed framework of unit prices.

C.3: Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)

C.4: Sub details of unit prices

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

BID PRICE AND CURRENCY

10.1	The price of the contract shall [not] be revisable. [Contracts whose duration is less than twelve (12) months cannot be the subject of price revision]
10.2	<p>The Currency of payment: This National Invitation to tender is awarded on total and contractual price, inclusive of all taxes, firm and non-revisable for the whole of the supplies and the equipment defined in the present Invitation to tender. The corresponding amount will be calculated inclusive of all taxes and the prices will be obligatorily expressed in francs CFA.</p> <p>The unit Schedule price expressed out in figures and letters and in seven (07) copies will be joined to the offer. In the event of error between the prices in figures and letters, the latter will precede and be used as a basis of calculation of the amount of the offer.</p> <p>The establishment of the prices will be done on the basis of economic condition into force in Republic of Cameroon at the handover date of the offers.</p>
11	Transport and delivery: The equipment must be protected during transportation through packaging whether by air, railway or road according as the case may be. The conditions of storage must be of tropical type.
PREPARATION AND SUBMISSION OF BIDS	
12	<p>Final Bond: The final Bond is fixed at five percent (5%) of the initial amount of the services envisaged in the country. It could be replaced by a guarantee personal and interdependent of a banking institution approved by the Ministry of Finances following COBAC conditions.</p> <p>It will have to be made up in the twenty (20) days following the notification of the signature of the contract in a bank approved by the Minister in charge of Finances.</p>
13	Period of validity of the offers: The bidder will remain committed to his offer for ninety (90) days as from the handover date of the offers. If at the end of this period, the contract was not notified to him, the bidder will be able, either to cancel his offer, or to ask for a new negotiation of the unit prices.
14	<p>A number of copies of the offer which must be filled and sent: The tender, as all the parts accompanying it will have to be given in seven (07) copies, including one (01) original and six (06) copies. The bidder will present his dossier inside a sealed outer jacket being marked:</p> <p style="text-align: center;">RELAUNCH OF OPEN NATIONAL INVITATION TO TENDER (EMERGENCY PROCEDURE) N° 03/ONIT/PPRD/STB/2025 OF 30/06/2025 FOR THE SUPPLY OF AGRICULTURAL EQUIPMENTS, INPUTS TOOLS AND MATERIALS IN MAMFE , MANYU DIVISION, SOUTH WEST REGION (LOT.3) (TO BE OPENED ONLY DURING THE OPENING SESSION)</p>
15	Date and latest time of deposit of offers: The offers will have to arrive under closed fold and sealed latest 28/07/2025 at 1 pm, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address: PRESIDENT OF THE STEERING COMMITTEE OF THE PPRD NW-SW REGIONS, SERVICE OF PUBLIC CONTRACTS. Beyond this time no offer will be received nor accepted.
16	Opening of the tenders: The opening of the Bids will be carried out in the conference room of the PPRD at Bastos Yaounde on 28/07/2025 as from 2pm, by the Special Tenders Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.
AWARD OF THE CONTRACT	
17	Award of the contract: The Tenders Board will propose to the Contracting Authority to award the contract to the bidder who will have presented the offer with the lowest offer, essentially conforming to the regulations of the

Tender File, having satisfied to 100% of all the eliminatory criteria and at least 75% of the essential criteria considered. The decision of award of the contract will be published by press release or any other means of publication as per the public contracts code.

If the contract passed on the basis of technical alternative suggested by the bidder, the contracting authority reserves the right to introduce all the provisions there allowing him to guarantee itself against the real overrun costs of the alternative compared to his estimate of origin. In the absence of these last precise details, any additional charge due to an alternative will be inadmissible. To this end, it is specified that a bidder cannot claim to be compensated, if action is not taken on his offer. The contracting authority reserves the right not to act on an Invitation to tender, if it did not obtain a proposal which appears acceptable to him.

DOCUMENT NO. 4:
SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

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- Article 5 - Standards
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- Article 31 - Provisional acceptance (article 67 of GAC)
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- Article 34 - Termination of the contract (article 74 of GAC)
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- Article 36 - Differences and disputes (article 79 of GAC)
- Article 37 - Drafting and dissemination of this contract
- Article 38 and last: Entry into force of the contract

Chapter I: General

Article 1: Subject of contract: The purpose of this contract is for the open national invitation to tender (emergency procedure) for the supply of agricultural equipment, inputs tools and materials in Mamfe, Manyu Division, South West Region.

Nature of the supplies: The nature of the supplies are specified in the *Special Technical Conditions and Bill of Quantities*.

Article 2: Contract award procedure: This contract shall be awarded by an Open National Invitation to tender (emergency procedure).

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

3.1 General definitions (cf. Code)

- **The Contracting Authority:** shall be the President of the Steering Committee of the PPRD NW-SW Regions. He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to the Ministry in charge of Public Contracts and to the body in charge of regulation.
- **The Contract Engineer:** shall be the Regional Representative of PPRD, South West.
- **The Project Officer:** shall be the Procurement Manager PPRD, ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- **The contractor** shall be *[to be specified]*, he ensures the execution of the contract as per the technical specifications.

3.2 Security: This contract may be used as security subject to any form of transfer of debt.

In this case:

- The authority in charge of ordering payment shall be the President of the Steering Committee of the PPRD NW-SW Regions.
- The authority in charge of the clearance of expenditures shall be the Finance Controller.
- The body or official in charge of payment shall be the **Specialized Treasury of the PPRD**.
- The Project Officer shall be responsible to furnish information within the context of execution of this contract.

- **Article 4: Language, applicable law and regulation**

4.1 The language to be used shall be *[English or French]*.

4.2 The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the contract. If the laws and regulations 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 considered 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 Technical Specifications and where no standard is mentioned, to the authoritative standard on the issue and applicable in Cameroon; this standard shall be the most recent standard approved by the competent authority. The supplier shall study, execute and guarantee the supplies and services of this contract by taking into consideration the best practices in Cameroon for operations of similar technology.

Article 6: Constituent documents of the contract (Article 4 of GAC): The constituent contractual documents of this contract are in order of priority:

- 1) The tender or commitment letter.
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder.
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices.
- 6) Plans.
- 7) The General Administrative Conditions applicable on public supplies contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007.
- 8) The General Technical Condition(s) applicable on the services forming the subject of the contract.

Article 7: General instruments in force: This contract shall be governed by the following general instruments.

1. Law N° 2018/011 of 11 July 2018 to lay down the Cameroon Code of Transparency and Good Governance in public finance management.
2. Law N° 2018/012 of 11 July 2018 relating to fiscal regime of the State and other public entities.
3. Law No. 2024/013 of 23 December 2024 the finance law of the Republic of Cameroon for the 2025 financial year.
4. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency modified by Decree N°2012/076 of 08 March 2012.
5. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts.
6. Decree No. 2011/408 of 9 December 2011 on the organization of the Government.
7. Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code
8. Order N° 075/CAB/PM of 30 July 2024 on the reorganization of the PPRD NW-SW Regions
9. Circular No. 000019/LC/MINMAP of 05 June 2024 concerning the modalities of constitution, deposit, conservation, restitution and withdrawal of guarantee on Public Contracts;
10. Circular N° 00013995/C/MINFI of 31st December 2024 bearing instructions relating to the implementation of the finance laws, the monitoring and control of the execution of the Budgets of the state and other public entities for the 2025 financial Year.
11. Applicable standards.
12. Other instruments specific to the domain concerned with the contract.

Article 8: Communication (Articles 6 and 10 supplemented)

All communications within the framework of this contract shall be written and notifications sent to the following address:

- a) In the case where the contractor is the addressee: THE CONTRACTOR

Beyond the time-limit of 15 days fixed in article 6(1) of the GAC fails to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the Supplier and considered to have been served on;

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

Such should be copied to the Contract Manager, Contract Engineer, Project Manager where need be, within the same deadline.

The contractor shall address all written notifications or correspondences to the Project engineer with a copy to the Contract Manager.

Article 9: Administrative Orders (Article 8 of GAC): The various Administrative Orders shall be established and notified as follows:

9.1 The Administrative Order to start execution of supplies shall be signed by the Contracting Authority and notified to the contractor by the Project Owner with a copy to the, the Contract Manager, Contract Engineer, the financial services and the Project Manager, where applicable.

9.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the Contract Engineer, the Project Manager and the financial services. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.

9.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority and Contract Manager.

9.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and Project Manager.

9.5 Administrative Orders for suspension or resumption of work because of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by his services to the contractor with a copy to the Project Owner, Contract Manager, Contract Engineer and Project Manager.

9.6 Administrative Orders prescribing supplies necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.

9.7 The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.

9.8 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a maximum of five (5) days from the date of transmission by the Contracting Authority to the Project Owner. Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.

Article 10: Contracts with conditional phases (Article 9 of GAC)

9.1 This contract shall be in one phase only. At the end of a phase, the Project Owner shall carry out the acceptance of the supplies and issue an attestation of proper execution to the contractor. This attestation shall condition the start of the following conditional phase.

9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

Article 11: Contractor's equipment and personnel (Article 15 of GAC supplemented)

10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall by himself be replaced by a member of staff of equal competence (qualifications and experiences).

10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has 5 (five) days to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.

10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the supplies shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties.

Chapter II: Financial conditions

Article 12 Guarantees and bonds (Articles 29 and 41 of GAC)

12.1 **Final bond:** The final bond shall be set at 5 % of the amount of the contract, inclusive of all taxes. It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days of the notification of the contract. The bond shall be returned or the guarantee released within one month following the date of provisional acceptance of the supplies, following a release issued by the Contracting Authority upon request by the contractor.

12.2 **Performance bond:** The retention fund shall be set at 10 % of the amount of the contract, inclusive of all taxes. The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the Contracting Authority upon request by the contractor.

12.3 **Guarantee of start-off advance:** The Contractor may be granted a start of advance of 40% of the amount of the contract inclusive of all taxes guaranteed at 100% by a Commercial bank and it shall be reimbursed in full during the payment of the contractor's bills.

Article 13: Amount of the contract (Articles 18 and 19 of GAC supplemented): The amount of this contract as indicated by the attached [detail or estimates] is _____ (in figures) _____ (in letters) CFA francs Inclusive of All Taxes; that is:

- Amount exclusive of VAT: _____ (_____) CFA F
- Amount of VAT: _____ (_____) CFA F.
- Amount of TSR and/or _____ CFA F
- Net to be paid= EVAT-TSR and/or AIR

Article 14: Place and method of payment: The Project Owner shall release the sums due in the following manner:

- a. For payments in CFA francs (*amount in figures and letters exclusive of taxes*) by credit to account No. _____ opened in the name of the contractor in the _____ bank.
- b. For payments in foreign currencies (*amount in figures and letters exclusive of taxes*) by credit to account No. _____ opened in the name of the contractor in _____ bank.

Article 15: Price variation (Article 20 of GAC)

15.1 Prices shall be firm.

- a. Payments on account made to the contractor as advances shall not be revisable.
 - b. Revision shall be "frozen" upon expiry of the contractual time-limit, except in the case of price reductions.
- 15.2 Price updating modalities (not applicable)

Article 16: Price revision formulae (article 21 of GAC): (not applicable)

Article 17: Price updating formulae (article 21 of the GAC): (not applicable)

Article 18: Advances (article 28 of the GAC)

18.1 The Contracting Authority *may* grant a start-off advance *equal to 40 % of the amount of the contract*.

18.2 This advance whose value cannot exceed Forty (40%) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100%) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution of the contract according to the modalities laid down in the Special Administrative Conditions.

18.3

18.4 The total amount of the advance must be reimbursed not later than when the value in secondary price of the supplies reaches eighty (80%) percent of the amount of the contract.

18.5 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the contractor.

18.6

18.7 The possibility of granting start-off advance or advance for supplies must be expressly stipulated in the Tender File.

Article 19: Payment for supplies (articles 26, 27 and 30 of the GAC supplemented)

19.1 **Establishment of supplies executed:** Before the 30th of each month, the contractor and the Project Manager shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment.

19.2 **Monthly detailed account:** No later than the fifth (5th) of the month following the month of the services, the contractor shall hand over to the Project Manager two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the contract since the start of the contract.

Only the detailed account exclusive of VAT shall be paid to the contractor. The detailed account of the amount of the taxes shall be the subject of an entry into the budgets of the Ministry in charge of Finance
Only the amount exclusive of VAT shall be paid to the contractor as follows:

- [1-2.2 and/or – (7.5 or 15%)] paid directly into the account of the contractor.
- 2.2 % paid to the public treasury as AIR due by the contractor.
- 7.5% or 15% paid into the public treasury as TSR due by the contractor.

The Project Manager has a time-limit of seven (7) days to forward to the Contract Manager the detailed accounts he has approved. The Contract Engineer has a maximum time-limit of twenty-one (21) days to forward the detailed accounts he approved such that they are in his possession not later than the twelfth of the month. The Contract Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.

Payments shall be done by the Project owner within a maximum deadline of _____ calendar days from the date of submission of the approved detailed accounts.

19.3 Detailed account of start-off account (if applicable).

Article 20: Interest on overdue payments (Article 31 of the GAC): Possible interests on overdue payments are paid by statement of sums due in accordance with Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code.

Article 21: Penalties (Article 32 of the GAC supplemented)

A. Penalties for delay

21.1 The amount set for penalties for delays shall be set as follows:

- a) One two thousandths (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.
- b) One thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.

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

B. Specific penalties [amount to be indicated]

23.1 Independently of penalties for overrun of contractual time-limit, the contractor shall be liable for the following special penalties for the non-observation of the provisions of the contract, especially:

In any case, the total amount of penalties (for delay and specific reasons) shall not exceed ten percent (10%) of the total contract price, including taxes, of the base contract and any potential amendments, under penalty of termination. Any waiver of penalties can only be granted after the opinion of the public contracts regulatory body, as required by the Project Owner.

Article 22: Tax and customs regulations (article 36 of the GAC): Decree No. 2003/651/PM of 16 April 2003 lays down the terms and 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 IAR 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.
 - o Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
 - o Council dues and taxes.
 - o Dues and taxes relating to the extraction of Building materials and water.

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 mean VAT included.

Article 23: Stamp duty and registration of contracts (article 37 of GAC): Seven (7) original copies of the contract shall be stamped by and at the cost of the contractor, in accordance with the applicable regulations.

Chapter III: Execution of supplies

Article 24: Patent rights (GAC supplemented)

The supplier shall guarantee the Project Owner against claims by third parties relating to the infringement or unauthorized use of a patent right, a trademark or industrial creation right resulting from the use of supplies or their components.

Article 25: Place and delivery deadline (articles 31 and 33(1) of GAC)

25.1 Delivery will be made at the Divisional Delegation of MINEPAT, Manyu-Mamfe, South West Region.

25.2 The delivery deadline of the services forming the subject of this contract shall be 45 days (forty-five days).

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

Article 26: Role and responsibilities of the Project Owner (GAC supplemented)

26.1 The Project Owner shall be bound to furnish the contractor with information necessary for the execution of his mission and to guarantee, at the cost of the contractor, access to sites of projects.

26.2 The Project Owner shall ensure the contractor of protection against threats, insults, violence, assault and battery, slander or defamation of which he could be victim by reason of or during the exercise of his mission.

Article 27: Transport and insurance (article 31 of GAC)

27.1 Packaging for transportation

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

27.2 Insurance

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

Article 28: Execution time-limit of the contract (article 38 of the GAC)

28.1 The time-limit for the execution of the supplies forming the subject of this contract shall be forty-five (45) days per lot.

28.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the supplies.

Article 29: Role and responsibilities of the contractor (article 40 of the CAG): The detailed and general plan of progress of the supplies shall be communicated to the Project Manager in five (05) copies at the beginning of each supply. The mission of the supplier shall be to ensure the supply of goods as described in the Technical Specifications under the control of the Project Manager and in conformity with this contract and the applicable rules and standards.

Article 30: Documents to be furnished by the contractor (Article 49 of the GAC supplemented):

30.1 Programme of supplies, Quality Assurance Plan and others

Within a minimum deadline of fifteen (15) days from the date of notification of the Administrative Order to commence execution, the contractor shall submit in six (6) copies for the approval of Contract Manager after the endorsement of the Project Engineer the execution programme of the supplies, his supply calendar, his draft Quality Assurance Plan and the bill indicating the items and quantities supplied and the total amount due them.

30.2 Execution draft

a) The execution plan documents (*calculations*) necessary for the realisation of all the supplies must be submitted for the endorsement of the *Contract Engineer* at most fifteen (15) days prior to the date provided for the commencement of execution of the contract.

b) The *Contract Engineer* has a deadline of *five (05) days* to examine and make known his observations. The contractor then has a deadline of [04] four *days* to present a new file including the said observations.

30.3 In case of the non-observance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

Chapter IV: Acceptance

Article 31: PROVISIONAL RECEPTION

31.1 Pre- acceptance operations: Before the acceptance of the supplies the contractor shall ask in writing to the Contract Engineer, to organize a technical visit for pre-acceptance. This visit shall include the following operations.

- Qualitative and quantitative evaluations of the different supplies that have been executed.
- Findings and statement of the unexecuted task envisaged in the present contract.
- Findings relative to the completion of the work
- Findings on the quantity of supplies that have been effectively realized

These operations shall be subject to a site report drawn up on the field, signed by the following.

- Contract Engineer,
- Contractor.

During this pre-reception, the engineer shall eventually specify the reserves to be lifted and the corresponding supplies to be affected before the reception. The Contract Engineer shall fix the reception date in collaboration with the Project Manager of the contract.

31.2 Acceptance: The acceptance commission shall comprise:

- The Project Owner or his Representative (Chairperson)
- The Contractor or his Representative..... (Invitee)
- The Project Manager (Procurement Manager)..... (Member)
- The Stores Accountant PPRD..... (Member)
- The Contract Engineer (Infrastructure Manager)..... (Secretary)
- The Divisional Delegate of MINADER, Manyu..... (Member)
- The Divisional Delegate of MINMAP, Manyu..... (Observer)

The commission shall examine the report of the pre-acceptance and shall proceed to the acceptance. An acceptance minutes (process - verbal) of the supplies shall be prepared by the Contracts Engineer and signed by all the commission members.

To be valid, the acceptance report must be signed by at least 2/3 (two thirds) of members, including the Chairperson.

Article 32: GUARANTEE PERIOD: The guarantee period is six (06) months from the date of the provisional reception for the supplies.

Article 33: FINAL ACCEPTANCE (article 72 of the GAC)

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

33.2 The Project Manager [shall (not)] be a member of the commission.

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

33.4 The final acceptance shall mark the end of the contract and shall release the Project Manager of all obligations. The joint signature of the final detailed account by the Project Owner and the supplier shall definitely end the contract.

Chapter V: Sundry provisions

Article 34: Termination of the contract (article 74 of the GAC)

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

- Delay of more than fifteen (15) calendar days in the execution of an Administrative Order or unjustified stoppage of more than seven (7) calendar days.
Delay in work resulting in penalties of more than 10 % of the amount of the supplies.
- Refusal to repeat poorly executed supplies.
- Default by the contractor.
- Persistent non-payment for services.

In the event of circumstances beyond his control hindering the progress of the works or supplies, the contractor shall only be relieved of his responsibilities if he notifies PPRD-NW SW Region in writing of his intention to invoke these circumstances of force majeure within fifteen (15 days) of the occurrence of the event. However, PPRD still reserves the right to appreciate the circumstances of the "*force majeure*".

Article 35: Case of "force majeure" (article 75 of the GAC):

In the event of circumstances beyond the supplier's control, the Supplier shall only be relieved of his responsibilities if he notifies the PPRD NW SW in writing of his intention to evoke circumstances of force majeure within 15 days of the occurrence of the event. The PPRD reserves the right to appreciate the circumstances of the force majeure.

Article 36: Disagreements and disputes (article 79 of the GAC): Disagreements and disputes resulting from the execution of this contract may be settled amicably. Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction.

Article 37: Production and dissemination of this contract: Ten (10) copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

Article 38 and last: Entry into force of the contract: This contract shall be final only upon its signature by the Contracting Authority and shall only enter into force after it has been notified to the Supplier.

DOCUMENT NO. 5:
TECHNICAL SPECIFICATIONS (TS)

TECHNICAL SPECIFICATIONS (TS)

I- GENERALITIES:

This present special technical specifications concern the supply of agricultural equipment, inputs tools and materials in Mamfe, Manyu Division, South West Region.

It is the duty of the contractor to realize the supplies as per the clauses of the contract and approved by the competent authority and sample models of equipment and furniture provided by the project owner. Through the Project Engineer, the contractor shall furnish the owner of the project and other project team members within the shortest possible time with an execution plan showing clearly how he intends to proceed with the supplies.

The TS constitute the basis of verification of the conformity of the supplies and their evaluation.

- The TS require that all supplies as well as the materials that make them up be new, unused, be the recent or current model and that they include all the improvements in issues of conception and materials, except the contract stipulates otherwise.
 - The use of the metric system is highly recommended.
 - Describe in detail the aspects concerning the materials and manufacturing and production of supplies.
 - Details concerning tests (type and number);
 - Complementary ancillary services necessary to ensure delivery/execution in due form.
 - a. Detailed activities borne by the bidder, possible participation of the buyer in these activities.
- List of functioning guarantees (details) covered by the Guarantee and details concerning the applicable damages in case of the non-respect of this functioning guarantees.
- Provide detailed information on the guarantees for the products to be supplied.
 - **ORIGIN and QUALITY OF equipment:** all equipment shall have its origin from approved sources in Cameroon as per the approved list of agricultural tools and materials provided by MINADER.

II- SCOPE: The technical specifications are as follows:

A	PRELIMINARY, DURING AND AFTER WORKS	Item	Quantity
1.	Documentation and contracting formalities	item	1
2.	Transportation and installations	item	1
B	FARM INPUTS TO SOUTH WEST FARMERS		
B.1	SEEDS		
3.	Maize seeds of 100g packets	u	3813
4.	Cassava cuttings	u	5084
5.	Plantain Plantlets	u	5973
B.2	FERTILIZERS		
6.	N.P.K 20-10-10 in bags of 50kg	u	132
7.	N.P.K 12-24-12 in bags of 50kg	u	132
8.	UREA 46% N in bags of 50kg	u	200

B.3	PESTICIDES		
9.	Insecticide	L	80
10.	Fungicides	L	80
11.	Herbicides	L	80
12.	Nematicides	L	80
C	FARM TOOLS, MATERIALS AND EQUIPMENT		
13.	Hand Carts [Trucks]	u	50
14.	Bark wires of 100m length	u	30
15.	Storage plastic tanks for irrigation of 1000 liters	u	4
16.	Moto-pumps	u	10
17.	Irrigation hose	u	10
18.	Sprinklers	u	70
19.	Wheelbarrows	u	50
20.	11 liters plastic Buckets	u	70
21.	Spades	u	70
22.	Rain Boots	u	70
23.	Raincoats	u	70
24.	Sprayers	u	70
25.	Watering Cans	u	70
26.	Rakes	u	70

The objective is to support farmers in the South West Region to improve their crop yields and wellbeing. The project seeks also to revamp the abandoned farms in the various villages in Manyu Division. The farmers will be supplied with these equipment, inputs tools and materials to utilize on their farms.

The period of supplies will be 45 days from the date of notification of service order to commence supplies.

Kindly note that certain agricultural materials are exempted from tax.

DOCUMENT N°. 06

THE UNIT PRICE SCHEDULE

UNIT PRICE SCHEDULE FOR THE SUPPLY OF AGRICULTURAL EQUIPMENT, INPUTS TOOLS AND MATERIALS IN MAMFE, MANYU DIVISION, SOUTH WEST REGION				
ITEM	DESCRIPTION	UNIT	U.P in figures	U.P in words
1.	Documentation and contracting formalities			
2.	Transportation and installations			
3.	Maize seeds of 100g packets			
4.	Cassava cuttings			
5.	Plantain Plantlets			
6.	N.P.K 20-10-10 in bags of 50kg			
7.	N.P.K 12-24-12 in bags of 50kg			
8.	UREA 46% N in bags of 50kg			
9.	Insecticide			
10.	Fungicides			
11.	Herbicides			
12.	Nematicides			
13.	Hand Carts [Trucks]			
14.	Bark wires of 100m length			
15.	Storage plastic tanks for irrigation of 1000 liters			
16.	Moto-pumps			
17.	Irrigation hose			
18.	Sprinklers			
19.	Wheelbarrows			
20.	11 liters plastic Buckets			
21.	Spades			
22.	Rain Boots			
23.	Raincoats			
24.	Sprayers			
25.	Watering Cans			
26.	Rakes			

DOCUMENT №. 07

BILL OF QUANTITIES AND COST ESTIMATES

Supply of agricultural equipment, inputs, tools and material in Mamfe, Manyu Division

NO	DESIGNATION	U	QTY	U.P	AMOUNT
A	PRELIMINARY, DURING AND AFTER WORKS				
1.	Documentation and contracting formalities	FF	1		
2.	Transportation and installations	FF	1		
		SUB TOTAL A			
B	FARM INPUTS TO SOUTH WEST FARMERS				
B.1	SEEDS				
3.	Maize seeds of 100g packets	u	3000		
4.	Cassava cuttings	u	4000		
5.	Plantain Plantlets	u	4700		
		Subtotal B.1			
B.2	FERTILIZERS				
6.	N.P.K 20-10-10 in bags of 50kg	u	132		
7.	N.P.K 12-24-12 in bags of 50kg	u	132		
8.	UREA 46% N in bags of 50kg	u	200		
		Subtotal B.2			
B.3	PESTICIDES				
9.	Insecticide	L	80		
10.	Fungicides	L	80		
11.	Herbicides	L	80		
12.	Nematicides	L	80		
		Subtotal B.3			
		SUB TOTAL B			
C	FARM TOOLS, MATERIALS AND EQUIPMENT				
13.	Hand Carts [Trucks]	u	50		
14.	Bark wires of 100m length	u	30		
15.	Storage plastic tanks for irrigation of 1000 liters	u	4		
16.	Moto-pumps	u	10		
17.	Irrigation hose	u	10		
18.	Sprinklers	u	70		
19.	Wheelbarrows	u	50		
20.	11 liters plastic Buckets	u	70		
21.	Spades	u	70		
22.	Rain Boots	u	70		

23.	Raincoats	u	70		
24.	Sprayers	u	70		
25.	Watering Cans	u	70		
26.	Rakes	u	70		
		SUB TOTAL C			
		TOTAL WITHOUT TAXES			
		VAT (19.25%) Exempted			
		AIR (5.5%)			
		TOTAL WITH TAXES			
		NET PAYMENT			

DOCUMENT No. 8

FRAMEWORK OF SUB-DETAIL OF PRICES

No.	Designation	Cost price	Transport	Order price	Delivery fees	Margin	Unit price EVAT

•

DOCUMENT NO. 9:
MODEL CONTRACT



CONTRACT N° 03./ONIT/PPRD/STB/2025 OF2025

**AWARDED AFTER THE RELAUNCH OF OPEN NATIONAL INVITATION TO TENDER (EMERGENCY
PROCEDURE) FOR THE SUPPLY OF AGRICULTURAL EQUIPMENT, INPUTS TOOLS AND
MATERIALS IN MAMFE, MANYU DIVISION, SOUTH WEST REGION.**

Project Owner: THE PRESIDENT OF THE STEERING COMMITTEE OF THE PPRD NW-SW

HOLDER : [indicate name and full address of holder]

P.O. Box _____, Tel: _____ Fax: _____

Business Registry No. _____ at

Taxpayer's No. _____

SUBJECT : Execution of _____ supplies;

Lot No. _____; Network _____

PLACE: DIVISIONAL DELEGATION OF MINEPAT, MANYU-MAMFE

EXECUTION DEADLINE: forty-five (45) days

AMOUNT IN CFA F:

IAT	
EVAT	
VAT	
AIR (Income tax)	
Net to be paid	

FINANCING : PPRD 2025

BUDGET HEAD :

SUBSCRIBED ON: _____

SIGNED ON: _____

NOTIFIED ON: _____

REGISTERED ON: _____

Between:

The Government of the Republic of Cameroon, represented by the PRESIDENT OF THE STEERING COMMITTEE OF THE PPRD NW-SW

, hereinafter referred to the "Contracting Authority"

On the one hand, And _____(enterprise)

P.O. Box_____Tel:_____Fax:_____

Business Registry No. _____

Taxpayer's No. _____

Represented by M _____, its General Manager, hereinafter referred to as the "Contractor"

On the other hand,

Agree on the following:

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

Page _____ and last of Contract No. _____ C or JO/CA/TB/0000

Awarded after invitation to tender [*specify references of invitation to tender*]

With _____, EXECUTION DEADLINE _____ (_____) months

Amount of contract in CFA F:

IAT	
EVAT	
VAT (
AIR (1.1 or 5.5 %)	
Net to be paid	

Read and accepted by the contractor

(place of signature) _____ (date)

Signature of Contracting Authority

(place of signature) _____ (date)

Registration

DOCUMENT NO 10: MODEL DOCUMENTS

Annex No. 1: Model tender

Annex No. 2: Model bid bond

Annex No. 3: Model final bond

Annex No. 4: Model start-off advance bond

Annex No. 5: Model Retention fund

Annex No. 6: Model authorisation from manufacturer

Annex No. 1: Model tender

I, the undersigned _____ [indicate the name and capacity of signatory] Representing the _____ enterprise or group of enterprises with head office at _____ registered in the trade register of _____ under the number No. _____ Having taken cognisance of all the documents featured or mentioned in the Tender File including the addenda of No. _____
THE SUPPLY OF AGRICULTURAL EQUIPMENT, INPUTS TOOLS AND MATERIALS IN AND MAMFE, MANYU DIVISION, SOUTH WEST REGION 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 bid for lot No. _____ 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 ofmonths. - In addition, I pledge to maintain my offer for [indicate duration of validity, in principle 120 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 in.....Bank.....Branch Prior to the signing of the contract, this bid 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 behalf of _____

Annex No. 2: Model bid bond

Addressed to the President of the Steering Committee of the PPRD NW-SW Regions, Bastos Yaounde
whereas the Supplier..... hereinafter referred to as the "bidder" has submitted his bid on
..... for THE SUPPLY OF AGRICULTURAL EQUIPMENT, INPUTS TOOLS AND MATERIALS
IN MAMFE, MANYU DIVISION, SOUTH WEST REGION *hereinafter* referred to as "the bid" and to which
must be attached a bid bond equivalent to the following:

LOT	Nature of supplies	Amount (CFAF)
1.	Supply of agricultural equipment, inputs, tools and material in Mamfe the Chief town of Manyu Division	500 000

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 pledges to pay in full to the Contracting Authority, binding itself, its Owner, his successors and assignees.

The conditions of this commitment are as follows: If the bidder retires his bid during the validity period specified by him in the bid; 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 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 the his first written request, without the Project Owner having to justify his request, given, however, that in his request the Contracting Authority shall note that he is due the amount he is claiming because one or the other or both of the above condition(s) 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 bids. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of bids. 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. 3: Model final bond

Bank:

Reference of the bond: No

Addressed to PRESIDENT OF THE STEERING COMMITTEE OF THE PPRD NW-SW REGIONS, hereinafter referred to as the "Project Owner".

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

Whereas it is stated in the contract that the Supplier shall entrust to the Project Owner a final bond of an amount equal to 5 % of the amount of the corresponding portion of the contract, as guarantee of the execution of his full obligations in accordance with the terms of the contract, Whereas we have agreed to give the Supplier this guarantee,

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

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

This final bond shall enter into force as soon as it is signed and the Supplier is notified 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 No. 4: Model start-off advance bond

Bank

Reference of guarantee: No.

We, the undersigned (bank, address) hereby declare by the present, to guarantee on behalf of: _____ Project Owner [Address of Project Owner] ("beneficiary")

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that _____ [the holder] did not fulfil his obligations relating to the reimbursement of the start-off advance in accordance with the terms of Contract No. _____ of _____ relating to supplies [indicate the subject of the contract, the references of the invitation to tender, and possibly the lot] of the maximum total sum corresponding to the advance of 30 % of the amount inclusive of all taxes of Contract No. _____ payable upon notification of the corresponding Administrative Order, that is _____ CFA francs.

This guarantee shall enter into force and shall take effect upon reception of the respective parts of this advance on the accounts of _____ [the holder] opened in the _____ bank under number _____. It shall remain in force up till the reimbursement of the advance in conformity with the procedure set in the Special Administrative Conditions. However, the amount of the bond shall be reduced proportionately to the reimbursement of the advance and as it is reimbursed. The law and jurisdiction applicable on the guarantee shall be those of the Republic of Cameroon.

Signed and authenticated by the bank.....

at _____ on

Annex No. 5: MODEL OF PERFORMANCE BOND
(Model Retention fund)

Reference of guarantee No.....

Bank: _____ Reference of the guarantee: No. _____ Addressed to
[Indicate the Project Owner] [Address of Project Owner] Hereinafter referred to as "the Project Owner"
Whereas _____ [name and address of Supplier] hereinafter referred to "the Supplier", pledged,
in execution of the contract, to carry out the supplies of [indicate the subject of the supplies] Whereas it is
stipulated in the contract that the retention fund fixed at [percentage below 10 % to be specified] of the
amount of the contract may be replaced by a joint guarantee, Whereas we have agreed to provide the Supplier
with this guarantee, We, _____ [name and address of the bank],
Represented by _____ [names of signatories] and hereinafter referred to as "the bank",
Hence, we hereby affirm that on behalf of the Supplier, we guarantee and are responsible to the Project
Owner for a maximum amount of _____ [in figures and words] corresponding to
[percentage below 10 % to be specified] of the contract price.

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

ANNEX No. 6: MODEL OF MANUFACTURER'S AUTHORISATION

The bidder requests the manufacturer to prepare this letter in conformity with the indications given. This letter of authorisation must be on the manufacturer's letter head and must be signed by a person duly mandated to sign documents which commit the manufacturer.

The bidder should include this letter in his bid, if so required by the Tender File] Date [insert the date, (day, month, year) of submission of tender] IT No _____ of _____: [insert references of invitation to tender] Variant No.

: [Insert the identification number if this tender is proposed for a variant] To: [Insert full name of Project Owner]
We the undersigned [Insert full name of manufacturer] hereby attest that [indicate the full name of the bidder] is authorised to commercialise our products (or where applicable, has a concession agreement.

We confirm all the guarantees and are guarantors for the supplies offered. Signature [insert the signature]
Done on _____ day of _____ [insert date of

DOCUMENT NO. 11: INTEGRITY CHARTER

The bidder must complete and submit the Integrity Charter as part of their offer, duly addressed to the Contracting Authority and signed by the authorised representatives responsible for its execution. In the case of a consortium, all members must subscribe to the charter.

INTEGRITY CHARTER

TITLE OF TENDER:

THE "BIDDER"

To Mr..... the "CONTRACTING AUTHORITY"

1. We acknowledge and certify that neither we nor any member of our consortium or subcontractors are in any of the following situations:

- 1.1) Being subject to or having undergone bankruptcy, judicial liquidation, cessation of business, or any other analogous procedure of the same nature.
- 1.2) Having been convicted within the past five years by a final court ruling for offences related to the awarding or execution of a contract or framework agreement.
- 1.3) Having committed a serious professional misconduct in the last five years in connection with the awarding or execution of a contract or framework agreement.
- 1.4) Failing to meet our social security contributions or tax obligations as prescribed by law.
- 1.5) Being listed under financial sanctions imposed by the United Nations or any other Technical and Financial Partner in connection with the awarding or execution of a contract or framework agreement.
- 1.6) Having provided false declarations in submitting the required information during the tender process.

2. We attest that neither we nor any members of our consortium or subcontractors are in any of the following conflicts of interest:

- 2.1) Having controlling shares in the Contracting Authority or being a subsidiary under its control, unless the conflict has been disclosed and resolved to the satisfaction of the Public Procurement Authority.
- 2.2) Having business or family ties with a member of the Contracting Authority's staff involved in the selection process or the subsequent monitoring of the contract, unless the conflict has been disclosed and duly resolved.
- 2.3) Controlling or being controlled by another tenderer, being under the same corporate control as another tenderer, receiving or awarding direct or indirect subsidies to another tenderer, having the same legal representative as another tenderer, or maintaining direct or indirect communication with another tenderer that would allow access to their respective offers, influence decision-making, or distort competition.
- 2.4) Being engaged in a consultancy role that could prove incompatible with our responsibilities under the Contracting Authority.
- 2.5) Regarding tenders for works, supplies, or framework agreements:
 - i. Preparing or being associated with a consultant involved in drafting specifications, plans, calculations, or other competitive bidding documents.
 - ii. Being or affiliated with a firm hired by the Contracting Authority to supervise or monitor contract execution.

3. If we are a public entity or enterprise, we certify that we possess both legal and financial autonomy and operate under commercial law.
4. We undertake to promptly notify the Contracting Authority, who will inform the Public Procurement Authority, of any changes in our situation regarding points 1 to 3 above.
5. In the process of tendering and executing the contract or framework agreement:
 - 5.1) We have not and will not engage in any deceptive practices (acts or omissions) aimed at deliberately misleading others, concealing information, coercing or influencing their consent, circumventing legal or regulatory obligations, or violating internal rules for personal gain.
 - 5.2) We have not and will not engage in fraudulent behaviour contrary to our legal or regulatory obligations or violate internal policies for illicit benefit.
 - 5.3) We have not and will not offer, promise, or grant—directly or indirectly—any undue advantage of any kind to (i) any person holding a legislative, executive, administrative, or judicial position within the State, whether appointed or elected, permanent or temporary, remunerated or not, at any hierarchical level; (ii) any person exercising public functions, including those in public organisations or enterprises providing public services; or (iii) any person defined as a public officer, to induce them to perform or refrain from performing an act in their official capacity.
 - 5.4) We have not and will not offer, promise, or grant—directly or indirectly—any undue advantage to anyone managing or working within a private-sector entity to induce them to act contrary to their legal, contractual, or professional obligations.
 - 5.5) We have not and will not engage in any practice that may influence the tender process to the detriment of the Contracting Authority, including any anti-competitive conduct aimed at restricting access to the contract or limiting free market competition.
6. We, along with our consortium members and subcontractors, authorise the Contracting Authority to examine the accounting records relating to the awarding and execution of the contract or framework agreement and submit them for audit by designated officials.

Signature:

Name:

Duly authorised to sign the offer on behalf of:

Date:

DOCUMENT NO. 12: SOCIAL AND ENVIRONMENTAL COMMITMENT

Notice regarding the declaration of commitment to social and environmental clauses

The tenderer must complete and submit the social and environmental commitment declaration as part of their offer, addressed to the Contracting Authority and signed by the authorised representatives responsible for its execution. In the case of a consortium, all members must subscribe to the charter.

TITLE OF TENDER:

THE "BIDDER/CONTRACTOR"

To Mr. the "Contracting Authority"

In the context of the award and execution of the contract:

- We commit to complying with, and ensuring compliance by our consortium members and all subcontractors, internationally recognised social and environmental standards, including the fundamental conventions of the International Labour Organization (ILO) and international agreements on environmental protection, in alignment with the applicable laws and regulations of Cameroon.

- Additionally, we undertake to implement risk mitigation measures regarding social and environmental impact, as outlined in the environmental and social impact statement provided by the Contracting Authority.

- We, along with our consortium members and subcontractors, authorise the Contracting Authority to review all documents and financial records related to the awarding and execution of the contract and to submit them for verification by auditors designated by the ARMP.

Signature:

Name:

Duly authorised to sign the offer on behalf of:

Date:

DOCUMENT NO. 13:

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

I- BANKS

1. Afriland First Bank
2. Banque Atlantique
3. Banque Gabonaise pour le Financement International (BGFI BANK)
4. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
5. CITI Bank
6. Commercial Bank of Cameroon (CBC)
7. Ecobank
8. National Financial Credit Bank (NFC)
9. Société Camerounaise de Banque au Cameroun (SCB)
10. Société Générale de Banque au Cameroun (SGC)
11. Standard Chartered Bank Cameroon
12. Union Bank of Cameroon (UBC)
13. United Bank for Africa (UBA)
14. Crédit Communautaire d'Afrique (CCA)
15. Bank des PME
16. Bank Of Africa Cameroun (BOA Cameroun)

II- Insurance companies

17. Chanas assurances
18. Activa Assurances
19. Atlantique Assurances S.A.
20. Zénith Insurance S.A.
21. Pro-Assur S.A.
22. Aréa Assurances S.A
23. Bénéficial General Insurance S.A.
24. CPA S.A.
25. Nsia Assurances S.A.
26. SAAR S.A.
27. Saham Assurances S.A.

NB: This includes all financial institutions recognized by the Ministry of Finance.

DOCUMENT NO. 14: EVALUATION GRILL

EVALUATION CRITERIA

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

Eliminatory criteria:

IDENTIFICATION OF BIDDER			
CRITERIA	YES	NO	OBSERVATIONS

Essential Criteria:

IDENTIFICATION OF BIDDER				
Nº	CRITERIA	YES	NO	OBSERVATIONS
1				
	1.1			
	1.2			
	<i>Threshold or result for this criterion 1: YES =</i> <i>At least X sub-criteria met out of Y.</i>			
2	
	2.1			
	2.2			
	...			
	<i>Threshold or result for this criterion 1: YES =</i> <i>At least X sub-criteria met out of Y.</i>		...	
...	
	...			
	...			
		...		