

**NORTH WEST DEVELOPMENT AUTHORITY**

MISSION DE DEVELOPPEMENT DE LA REGION DU NORD OUEST

P.O. Box, 442, Bamenda

Bamenda, the.....

14 AOUT 2025

Tel: (237) 233 36 13 78



Fax: (237) 233 36 16 61

N° 1252/MIDENO/B/ MITB/13/84

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

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

**NORTH WEST DEVELOPMENT AUTHORITY (MIDENO)**

**MIDENO INTERNAL TENDERS BOARD (MITB)**

**REQUEST FOR QUOTATIONS TO TENDER N°**  
...../RQ/MIDENO/MITB/13/84/2025 of

14 AOUT 2025 DIVIDED INTO TWO (2) LOTS  
**AS FOLLOWS:**

**Lot 1: THE PRODUCTION AND DELIVERY OF 15 TONS OF  
IMPROVED MAIZE SEEDS (Variety: ATP) THROUGH EMERGENCY  
PROCEDURE**

**Lot 2: THE PRODUCTION AND DELIVERY OF 3 TONS OF BEANS  
SEEDS ( Variety: GLP 190) THROUGH EMERGENCY PROCEDURE**

**FINANCING: PUBLIC INVESTMENT BUDGET (BIP 2025)**

**FINANCIAL YEAR: 2025**

**BUDGETARY HEADS: Lot 1: 246501 and Lot 2: 246502**

Re 14/08/25

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# DOCUMENT NO. 01: TENDER NOTICE

MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT  
MINISTÈRE DE L'AGRICULTURE ET DU DÉVELOPPEMENT RURAL

REPUBLIC OF CAMEROUN  
Peace – Work – Fatherland

## **North West Development Authority**

MISSION DE DÉVELOPPEMENT DU NORD OUEST

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Fax: (237) 233 36 16 61

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

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



Bamenda, the.....

14 AOUT 2025

N° 1252/MIDENO/B/ MITB/13/84

## **TENDER NOTICE**

REQUEST FOR QUOTATIONS TO TENDER N° 1252/RQ/MIDENO/MITB/13/84/2025 of  
14 AOUT 2025 DIVIDED INTO TWO (2) LOTS AS FOLLOWS:

**Lot 1: THE PRODUCTION AND DELIVERY OF 15 tons OF IMPROVED MAIZE SEEDS (Variety: ATP) THROUGH EMERGENCY PROCEDURE**

**Lot 2: THE PRODUCTION AND DELIVERY OF 3 TONS OF BEANS SEEDS (Variety: GLP 190) THROUGH EMERGENCY PROCEDURE**

**SOURCE OF FINANCING: PUBLIC INVESTMENT BUDGET (BIP)**

**Budgetary Heads: Lot 1: 246501 and Lot 2: 246502**

**1. Subject of the invitation to tender:** Within the frame work of program 184 captioned "productivity and production of agricultural sectors " Reference action 1 in the investment program of MIDENO for 2025 titled " improving the productivity and production in the cereals sector" and her objective to attain operational efficiency of the North West Development Authority, (MIDENO) hereby launches a request for quotations through emergency procedure for the production and delivery of 15 tons of foundation maize seeds and 3 tons of beans seeds

**2. Nature of supplies:** The production, delivery and reception of 15 tons of foundation maize seeds and 3 tons of beans seeds

**3. Participation:** Participation in this Invitation to tender is open to all National companies/Contractors that fulfill the required criteria specified in the bidding document and have the competence and experience of **not less than 3 years** in the same or similar supplies.

**NB:** The firm must not be in a situation of conflicting interest as defined in Article 4.2 (b) of the General Regulations of the Invitation to Tender. The bidder must not have been excluded from bidding for public contracts by the Competent Authority in charge of public contracts

**4. Origin of Supply:** All supplies/quotations submitted must provide clear information as to the origin of the goods to be supplied. (NA)

**5. Financing:** Services which form the subject of this Invitation to tender shall be financed by THE PUBLIC INVESTMENT BUDGET (PIB) for the 2025 financial year

**6. Provisional Cost:** The provisional cost for these supplies are:

Lot 1: 30,000,000 Thirty million FCFA All taxes inclusive

Lot 2: 10,000,000 Ten million FCFA All taxes inclusive

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

**8. Acquisition of Tender File:** The tender file may be obtained during working hours from 8:00 am to 4:00 pm at the MIDENO Head Office, Secretariat of the Director General, Ayaba Street, P.O. Box 442, Bamenda; Email: mideno1981@gmail.com: Tel: 237 233 361 378 following the publication of this notice against payment of a non-refundable sum of Fifty seven thousand five hundred (57,500) fcfa and payable into Account N° 06845 97568660001- 28 in the name of "SPECIAL ACCOUNT SAC-ARMP" in any BICEC Branch in Cameroon

**9. Submission of bids:** Each bid drafted in English or French in (7 copies) including one (1) original and six (6) copies marked as such, should reach the MIDENO Head Office located at Ayaba Street, P.O. Box 442, Bamenda) not later than ..... 11 SEPT 2025 ..... and should carry the inscription:

REQUEST FOR QUOTATIONS TO TENDER N° 1252/RQ/MIDENO/MITB/13/84/2025 of ..... 11 AOÛT 2023 ..... DIVIDED INTO TWO (2) LOTS AS FOLLOWS:

Lot 1: THE PRODUCTION AND DELIVERY OF 15 tons OF IMPROVED MAIZE SEEDS (Variety: ATP) THROUGH EMERGENCY PROCEDURE

Lot 2: THE PRODUCTION AND DELIVERY OF 3 TONS OF BEANS SEEDS (Variety: GLP 190) THROUGH EMERGENCY PROCEDURE

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

**10. Bid Bond:** The stamped hand endorsed bid bond according to the attached model for the sum of; Lot 1: Six hundred thousand (600,000) fcfa and Lot 2: Two hundred thousand (200,000) fcfa and with thirty (30) days validity period established by an organization or financial institution approved by the Ministry in charge of Finance to issue bonds in Public Procurement and listed in Document 11 of the Tender Document. The said guarantee must be accompanied by a consignment receipt issued by the "Caisse Dépôt et Cosignation (CDEC) in accordance with Circular letter N° 0000019/L/MinMap of 5<sup>th</sup> June 2024 relating to the constitution of deposits, retention, restitution and deconsignment of bonds on public contracts, in case of group bidding/joint venture the bid bond is established on behalf of the group/joint venture.

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

12. **Opening of bids:** The opening of the administrative documents, technical and financial bids are scheduled on the **1.1 SEPT 2025** prompt local time by the Internal Tenders Board of MIDENO in the MIDENO Conference Room at the Project management Office. Only bidders may attend or duly represented by a person of their choice.

13. **Delivery deadline:** The maximum execution deadline provided for by the Project Owner shall be **six (6) months for each lot from the date of notification to start delivery**

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

**A. Eliminary Criteria**

- Non Conformity to technical specifications and standards
- Absence or insufficient Bid Bond of the specified amount
- Absence of original CDEC receipt (NO Scan or Coy)
- Late submission of bids
- False declarations or forged documents
- Under exclusion sanctions from the Authority in Charge of the Regulation of Public Contracts
- Associated directly or indirectly with the conception, preparation of technical specifications and other documents concerned with this tender
- Non-respect of 80% of the essential criteria
- Bids whose outer envelopes leads to the recognition of the bidder

**B. Essential Criteria**

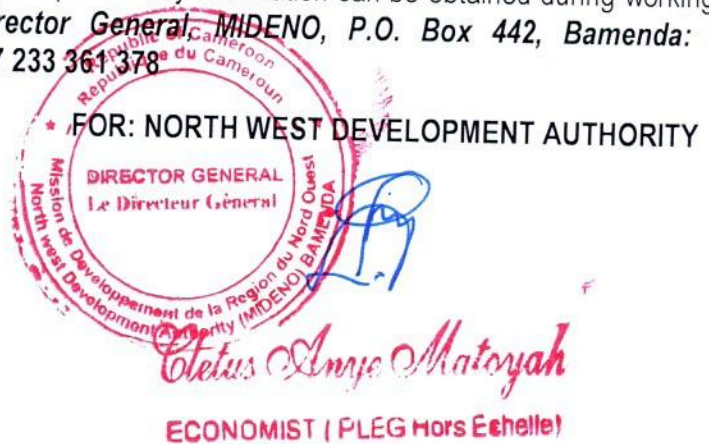
SN	Criteria
1	General Presentation of bids (The various parts of the same file separated by colour dividers both in the original and in the copies and Files spirally bounded)
2	The firm must have existed for at least 3years and has the same or similar experience in that domain
3	Conformity to technical specifications and standards
4	Delivery schedule of <b>Six (6) months for each lot</b>
5	Original bids signed by the competent Authority of the firm

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

**16. Maximum number of lots a bidder can bid for:** Any interested bidder is allowed to bid for the two (2) lots and can be awarded both.

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

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



CC

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

NORTH WEST DEVELOPMENT AUTHORITY  
MISSION DE DÉVELOPPEMENT DU NORD OUEST

P.O. Box, 442, Bamenda  
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Fax: (237) 3336 16 61  
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Website: [www.mideno.org](http://www.mideno.org)



Bamenda, 14 AOUT 2025

N° 1252/MIDENO/B/ MITB/13/84

AVIS D'APPEL D'OFFRES

DEMAND DE COTATIONS N° 1252/DC/MIDENO/MITB/13/84/2025 DU 14 AOUT 2025 POUR  
DIVISE EN DEUX LOTS COMME SUIVIT:

Lot 1: LA FOURNITURE DE QUINZE (15) TONNES DES SEMENCES DE (DE MAÏS AMÉLIORÉES  
PAR LA PROCÉDURE D'URGENCE

Lot 2: LA FOURNITURE DE TROIS (03) TONNES DES SEMENCES D'ARICOT PAR LA  
PROCÉDURE D'URGENCE

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

Poste budgétaire: Lot 1: 246501 et Lot 2: 246502

- Objet de l'appel d'offres** : Dans le cadre du programme 184 intitulé « productivité et production des filières agricoles », l'action de référence 1 du programme d'investissement du MIDENO pour 2024 intitulée « amélioration de la productivité et de la production dans le secteur des céréales » et son objectif d'atteindre l'efficacité opérationnelle de l'Autorité de Développement du Nord-Ouest (MIDENO), lance par la présente un demand de cotations par procédure d'urgence pour la fourniture de 15 tonnes de semences de maïs améliorées et 03 tonnes des semences d'aricot
- Nature des fournitures** : La fourniture, la livraison et la réception de 15 tonnes de semences de maïs améliorées et 03 tonnes des semences d'aricot pour distribution aux agriculteurs vulnérables de la région du Nord-Ouest
- Participation** : La participation au présent appel d'offres est ouverte à toutes les entreprises/fournisseurs nationaux qui remplissent les critères requis spécifiés dans le dossier d'appel d'offres et qui disposent d'une compétence et d'une expérience d'au moins 3 ans dans des fournitures identiques ou similaires.

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

4. **Origine de la fourniture:** Toutes les fournitures/devis soumis doivent fournir des informations claires quant à l'origine des marchandises à fournir. (NA)
5. **Financement:** Les prestations faisant l'objet du présent appel d'offres seront financées **par le BUDGET D'INVESTISSEMENT PUBLIC (BIP) pour l'exercice 2025**
6. **Coût prévisionnel:** Le coût prévisionnel de cette fourniture est de:  
**Lot 1: 30, 000 ,000** (Trente millions) FCFA TTC  
**Lot 2: 10,000,000** (Dix million) FCFA TTC
7. **Consultation du dossier d'appel d'offres:** Le dossier d'appel d'offres peut être consulté aux heures ouvrables de 8 heures à 16 heures au Siège du MIDENO, Secrétariat du Directeur Général (1er étage), Rue Ayaba, BP 442, Bamenda ; Email : [mideno1981@gmail.com](mailto:mideno1981@gmail.com) ; Tél : 237 233 361 378 dès publication du présent avis.
8. **Obtention du Dossier d'Appel d'Offres :** Le Dossier d'Appel d'Offres peut être obtenu aux heures ouvrables de 8 heures à 16 heures au Siège de la MIDENO, Secrétariat du Directeur Général, Rue Ayaba, BP 442, Bamenda ; Email : [mideno1981@gmail.com](mailto:mideno1981@gmail.com) ; Tél : 237 233 361 378 dès publication du présent avis contre paiement d'une somme non remboursable de cinquante sept mille cinq cent **(57,500) FCFA** et payable au compte N° **06845 97568660001-28 ouvert au nom de « COMPTE SPECIAL SAC-ARMP »** dans toute Agence de la BICEC au Cameroun
9. **Dépôt des offres:** Chaque offre rédigée en anglais ou en français en (7 exemplaires) dont un (1) original et six (6) copies marquées comme telles, devra parvenir au siège social de MIDENO sis à Ayaba Street, P.O. Box 442, Bamenda) au plus tard **11 SEPT 2025** et le devra porter l'inscription  
**DEMAND DE COTATIONS N° 1252/DC/MIDENO/MITB/13/84/2025 DU 14 AOUT 2025 POUR DIVISE EN DEUX LOTS COMME SUIV:**

**Lot 1: LA FOURNITURE DE QUINZE (15) TONNES DES SEMENCES DE (DE MAÏS AMÉLIORÉES PAR LA PROCÉDURE D'URGENCE**

**Lot 2: LA FOURNITURE DE TROIS (3) TONNES DES SEMENCES D'ARICOT PAR LA PROCÉDURE D'URGENCE**

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

**Cautionnement de soumission:** La caution de soumission timbre acquittée à la main (suivant modèle joint) d'un montant de; **Lot 1: Six cent milles (600,000) FCFA** et **Lot 2: Deux cent milles (200,000) FCFA** par lot d'une durée de validité de trente (30) jours établie par un organisme ou une institution financière agréée par le

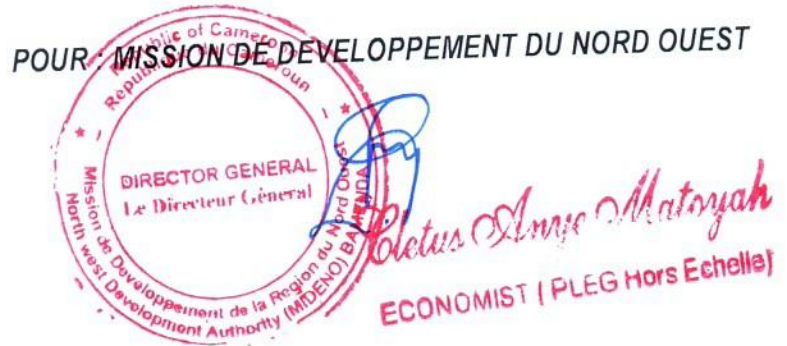
Ministre en charge des Finances pour émettre les cautions dans le domaine de marche publics et don't la liste figures dans **la piece 11 du DAO**. Ledit cautionnement doit être accompagné d'un récépissé de cosignation délivré par la Caisse de dépôt et Cosignation (CDEC) conformément à la lettre Circulaire No 0000019/LC/MinMap du 05 juin 2024 relative aux modalités de constitution des cosignations, de conservation, de restitution et de decosignation des cautionnements sur les marchés publics, en cas de groupement, la caution de soumission est libellée au nom du groupement.

10. **Recevabilité des offres:** Sous peine de rejet, seuls les originaux ou les copies certifiées conformes par le service émetteur et les autorités officielles ou administratives (Préfets, Sous-préfets, Agents de Banque, Agents des Impôts etc.) des pièces administratives requises, y compris la caution de soumission, doivent impérativement être produits conformément aux Conditions Particulières de l'appel d'offres. Ils ne doivent pas dater de plus de trois (3) mois ou ne doivent pas être produits après la date de clôture de l'appel d'offres. Dépôt des offres. Toute offre non conforme aux prescriptions du présent avis et du dossier d'appel d'offres sera déclarée irrecevable, notamment l'absence d'une caution de soumission délivrée par une banque de premier ordre approuvée par le Ministère en charge des Finances ou le non respect des modèles du dossier d'appel d'offres les pièces justificatives entraîneront un rejet pur et simple de l'offre sans qu'aucun recours ne puisse être admis.
11. **Ouverture des plis:** L'ouverture des documents administratifs, des offres techniques et financières sont programmés sur le... **1 1 SEPT 2025** ... 11 heure locale précise par le Comité des appels d'offres internes de MIDENO dans la salle de conférence MIDENO du bureau de gestion du projet. Seuls les soumissionnaires peuvent assister ou se faire dûment représenter par une personne de leur choix.
12. **Délai de livraison:** Le délai maximum d'exécution prévu par le Maître d'Ouvrage sera **six (6) mois** pour chaque lot à compter de la date de notification pour commencer la livraison
13. **Critères d'évaluation:** Les offres seront évaluées selon les principaux critères suivants :
- A. Critères éliminatoires**
- Non-conformité aux spécifications techniques et aux normes
  - Absence ou insuffisance de la caution de soumission du montant spécifié
  - Absence de reçu CDEC original (pas de scan ou de copie)
  - Remise tardive des offres
  - Fausses déclarations ou documents falsifiés
  - Sous sanctions d'exclusion prononcées par l'Autorité chargée de la régulation des marchés publics
  - Associé directement ou indirectement à la conception, à la préparation des spécifications techniques et autres documents concernés par cet appel d'offres
  - Non-respect de 80% des critères essentiels
  - Les offres don't les enveloppes extérieures conduisent à la reconnaissance du soumissionnaire

**B. Critères essentiels**

SN	Critères
1	Présentation générale des offres (Les différentes parties d'un même dossier séparées par des intercalaires de couleur tant dans l'original que dans les copies et Dossiers reliés en spirale)
2	Expérience spécifique du cabinet dans les mêmes services ou des services similaires depuis au moins 3 ans
3	Conformité aux spécifications techniques et aux normes
4	Délai de livraison de six (6) mois pour chaque lot
5	Offres originales signées par l'autorité compétente de l'entreprise

14. **Méthode de sélection du fournisseur:** L'évaluation sera effectuée selon la méthode binaire. Le fournisseur sera sélectionné selon la méthode du moindre coût après avoir évalué la capacité technique (le soumissionnaire doit remplir 100 % des critères éliminatoires et doit obtenir au moins 80 points sur les 100 prévus pour l'évaluation technique) et la capacité financière du soumissionnaire et s'être assuré que la fourniture qu'il propose est conforme aux spécifications techniques de la fourniture figurant dans le document d'appel d'offres et conformément aux procédures décrites dans le présent dossier d'appel d'offres.
15. **Validité des offres:** Les soumissionnaires resteront engagés par leurs offres pendant trente (30) jours à compter de la date limite fixée pour la remise des offres.
16. **Nombre maximum de lots pour lesquels un soumissionnaire peut soumissionner :** Tout soumissionnaire intéressé est autorisé à soumissionner pour les deux (2) lots et peut se attribuer les deux (2) lots
17. **Informations complémentaires:** Des informations complémentaires peuvent être obtenues aux heures ouvrables au Secrétariat du Directeur Général, **MIDENO, BP 442, Bamenda :**  
**Email : mideno1981@gmail.com : Tél : 237 233 361 378**
18. **Renseignements Complémentaires :** Les renseignements complémentaires peuvent être obtenus aux heures ouvrables **de lundi à vendredi de 8 h à 16 h au Siège Social de la MIDENO, Secrétariat**



**Ampliations:**

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

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# GENERAL REGULATIONS OF THE INVITATION TO TENDER

## A) GENERAL

### Article 1: Scope of offer

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

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

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

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

### Article 2: Financing

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

### Article 3: Fraud and Corruption

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

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

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

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

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

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

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

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

### Article 4: Candidates allowed to compete

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

4.2 Generally, the invitation to tender is addressed to all Contractors, subject to the following provisions;

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

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

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

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

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

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

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

i) Legally and financially autonomous

ii) Managed according to commercial laws and

iii) Not under the direct supervisory authority of MIDENO.

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

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

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

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

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

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

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

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

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

i) The production of certified balance sheets or turnover

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

iii) Orders acquired and contracts awarded and executed

iv) Pending litigations

v) Availability of indispensable equipment

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

a) The offer must include all the information listed in article 6(1) above. The Special Regulations must specify the information to be furnished by the group and the information to be furnished by each member of the group.

b) The offer and the contract must be signed in a way that it is binding on all members of the group.

c) The nature of the group (*joint or several as stipulated in the Special Regulations*) must be specified and justified with the production of a joint venture agreement in due form;

d) The member of the group designated as the representative will represent all the undertakings vis-à-vis the Project Owner with regards to the execution of the contract;

e) In the case of joint co-contracting, the Co-contractors shall share the sums which are paid by the Administration into a single account; on the other hand, each undertaking is paid in its own account by the Administration where each taking a specific lot.

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

## **B) TENDER FILE**

### **Article 7: Content of Tender File**

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

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

a) The letter of invitation to tender (for restricted invitation to tender);

b) The tender notice.

c) The General Regulations of the invitation to tender;

d) The Special Regulations of the invitation to tender

e) The Special Administrative Conditions;

f) The description of the supplies which includes;

- The list of supplies and ancillary services;

- Technical specifications

g) The framework of Unit Price Schedule

h) The detailed estimates

i) The sub-details of unit prices

j) The model tender letter

k) Model price and quantity schedules

l) Model bid bond

m) Model of final bond

n) Model of retention fund

o) Model contract

p) Form relating to preliminary studies

q) List of banking establishments and financial bodies approved by the Ministry in charge of finance authorized to issue bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Article 11: Language of Offer

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

## Article 12: Constituent documents of the offer

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

### a) Volume 1: Administrative file

It includes

- i) All documents attesting that the bidder:
  - Has subscribed to all declarations provided for by the laws and regulations in force;
  - Paid all taxes, duties, contributions, fees or deductions of whatever nature;
  - Is not winding up or bankrupt;
  - Is not the subject of an exclusion order or forfeiture provided for by the law in force
- ii) The bid bond established in accordance with the provisions of **Article 19 of the General Regulations of the invitation to tender**
- iii) The written confirmation empowering the signatory of the offer committing the bidder, in accordance with the provisions of **Article 6.1 of the General Regulations of invitation to tender**.

### b) Volume 2: Technical Offer

#### b.1 information on qualifications

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

#### b.2 Methodology of Technical Proposal

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

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

- The calendar, schedule and delivery deadline.

#### b.3 Proof of acceptance of conditions of the contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Article 14: Currency of offer**

14.1 Prices will be drawn in the CFA Francs

#### **Article 15: Documents attesting to the Eligibility of the bidder**

The bidder will furnish as full part of his offer, documents attesting that he meets the conditions of the provisions of **Article 4 of the General Regulations**.

#### **Article 16: Documents attesting to the admissibility of supplies**

16.1 In application of the provisions of **Article 5 of the General Regulations**, the bidder will furnish as a full part of his offer, documents attesting that all the supplies and services which he proposes to furnish in execution of the contract meet the criteria of origin.

16.2 These documents will consist of a declaration of country of origin of the supplies and services proposed in the schedule of prices, declaration to be confirmed by a certificate of origin at the time of shipment.

#### **Article 17: Documents attesting to the conformity of supplies**

17.1 To establish the conformity of supplies and ancillary services of the Tender File, the bidder shall, within the scope of his offer, provide written proofs that the supplies conform to the technical specifications and standards mentioned in the supplies specifications.

17.2 These proofs may take the form of prospectus, drawings or data and include a detail description of the main technical and performance characteristics of the supplies and ancillary services, demonstrating that they essentially correspond to the specifications and, where need be, a list of differences and reservations in relation to the provisions of the supplies Specifications.

17.3 The bidder shall also provide a list giving all the details, including the available sources of supply and the current prices of spare parts, special tools, etc necessary for the proper and continuous functioning of the supplies from the start of their use by MIDENO and during the period specified in the Special Regulations

17.4 The standards which apply to the execution methods, manufacturing processes, equipment and materials as well as references to trademarks or catalogue numbers specified by MIDENO in the quantity schedules, delivery calendar and technical specifications are mentioned only for information and in no way have a restrictive character.

The bidder may substitute them with other quality standards, trademarks and/ or other catalogue numbers provided that he establishes to the satisfaction of MIDENO that the standards, marks and numbers thus substituted are substantially equivalent or superior to the specifications of the schedule of prices and technical specifications.

#### **Article 18: Documents attesting to the bidder's qualification**

Documents attesting that the bidder is qualified to execute the contract if his offer is accepted shall establish to the satisfaction of MIDENO that:

- In the case where the bidder offers to deliver in execution of the contract, supplies which moreover he does not manufacture or produce, the said bidder is duly authorized by the manufacturer of these supplies to deliver them in Cameroon;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

in writing (or by telecopy). The validity of the bid bond provided for in article 19 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his offer without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his offer nor be authorized to do so.

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

#### **Article 21: Form and signature of the offer**

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

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

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

#### **D) Submission of offers**

##### **Article 22: Sealing and Marking of offers**

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

**22.2** The external and internal envelopes:

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

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

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

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

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

**23.1** The offers must be received by MIDENO at the address specified above not later *than* .....**at 10:00 am prompt local time.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Article 27: Confidential nature of the procedure**

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

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

**27.3:** Notwithstanding the provisions of article 27(2), between the opening of envelopes and the award of the contract, if a bidder wishes to enter into contact with the Project Owner for reasons having to do with

his offer, he should do so in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**30.2:** The Subcommittee shall evaluate the technical aspects of the offer presented in accordance with **Article 17 of the General Regulations** in order to ensure that all the stipulations of the schedule of

prices, delivery calendar, and supplies specifications (technical specifications, plans, inspections and trails) are respected without substantial difference or reservation.

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

#### **Article 31: Qualification of the Bidder**

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

#### **Article 32: Correction of errors**

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

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

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

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

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

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

#### **Article 33: Evaluation of financial offers**

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

**33.2.** For this evaluation the tender board shall consider the following elements:

a. the tender price, indicated according to the provisions of clause 13 of the General Regulations;

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

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

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

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

#### **Article 34: Comparism of offers**

The tender board shall compare all the offers that substantially conform to determine the offer evaluated as the lowest, in application of article 33(4) of the General Regulations.

### **F. Award of the contract**

#### **Article 35: Award of the contract**

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

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

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

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

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

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

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

Before the expiry of the validity of the offers set in the Special Regulations, the Project Owner shall notify the successful bidder by telecopy confirmed by registered mail that his offer was retained. This letter will indicate the amount the Project Owner will pay the Contractor to execute the contract and the time-limit.

### **Article 39: Publication of results of award and petitions**

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

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

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

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

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

### **Article 40: Signing of the contract**

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

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

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

### **Article 41: Final Bond**

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

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

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

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

**SPECIAL REGULATIONS OF THE INVITATION TO TENDER**

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

	General
1	<p><b>Definition of supplies:</b></p> <p><b>REQUEST FOR QUOTATIONS TO TENDER N°</b>  <b>...../RQ/MIDENO/MITB/13/84/2025 of ..... DIVIDED</b>  <b>INTO TWO (2) LOTS AS FOLLOWS:</b></p> <p><b>Lot 1: THE PRODUCTION AND DELIVERY OF 15 tons OF IMPROVED MAIZE SEEDS (Variety: ATP) THROUGH EMERGENCY PROCEDURE</b></p> <p><b>Lot 2: THE PRODUCTION AND DELIVERY OF 3 TONS OF BEANS SEEDS (Variety: GLP 190) THROUGH EMERGENCY PROCEDURE</b></p>
1.1	<p><b>Name and Address of Project Owner:</b></p> <p>The Director General, North West Development Authority (MIDENO)  P.O. Box 442, Bamenda:  <b>Email:</b><a href="mailto:mideno1981@gmail.com">mideno1981@gmail.com</a>  <b>Tel: +237 233361378</b></p> <p><b>REFERENCE OF THE INVITATION TO TENDER: REQUEST FOR QUOTATIONS TO TENDER N°</b>  <b>...../RQ/MIDENO/MITB/13/84/2025 of ..... DIVIDED INTO TWO (2)</b>  <b>LOTS AS FOLLOWS:</b></p> <p><b>Lot 1: THE PRODUCTION AND DELIVERY OF 15 tons OF IMPROVED MAIZE SEEDS (Variety: ATP) THROUGH EMERGENCY PROCEDURE</b></p> <p><b>Lot 2: THE PRODUCTION AND DELIVERY OF 3 TONS OF BEANS SEEDS (Variety: GLP 190) THROUGH EMERGENCY PROCEDURE</b></p>
1.2	<p><b>Delivery schedule of Six (6) months for each lot from the date of notification to start delivery</b></p>
2.1	<p><b>Source of Financing: PIB 2025</b></p>
4.1	<p><b>List of pre-qualified candidates, where applicable: NA</b></p>
4.2	<p><b>Criteria or origin of bidders:</b></p> <ul style="list-style-type: none"> <li>▪ All National companies/Contractors in Cameroon that fulfill the required criteria specified in the bidding document and have the competence and experience of <b>not less than 3 years</b> in the same or similar supplies.</li> <li>▪ The firm must not be in a situation of conflicting interest as defined in Article 4.2 (b) of the</li> </ul>

	<p>General Regulations of the Invitation to Tender</p> <ul style="list-style-type: none"> <li>▪ The bidder must not have been excluded from bidding for public contracts by the Competent Authority in charge of Public contracts</li> <li>▪ A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is: <ul style="list-style-type: none"> <li>- Legally and financially autonomous</li> <li>- Managed according to commercial laws and</li> <li>- Not under the direct supervisory authority of MIDENO.</li> </ul> </li> </ul>
5.1	<p><b>Criteria or origin of supply:</b> All specifications submitted must provide clear information as to the origin of the items to be supplied</p>
6	<p><b><u>Main Eliminary Criteria</u></b></p> <ul style="list-style-type: none"> <li>• Absence or insufficient of Bid Bond of the specified amount</li> <li>• Absence of the original receipt of deposit from CDEC of the amount indicated in the bid bond</li> <li>• Non Conformity to technical specifications and standards</li> <li>• Late submission of bids</li> <li>• False declarations or forged documents</li> <li>• Under exclusion sanctions from the Authority in Charge of the Regulation of Public Contracts</li> <li>• Associated directly or indirectly with the conception, preparation of technical specifications and other documents concerned with this tender</li> <li>• Bids whose outer envelop leads to the recognition of the bidder</li> <li>• Non-respect of 80% of the essential criteria</li> </ul> <p><b><u>Essential Criteria</u></b></p> <ul style="list-style-type: none"> <li>• General Presentation of bids (The various parts of the same file separated by colour dividers both in the original and in the copies and Files spirally bounded)</li> <li>• The firm must have existed for at least 3 years and has the same or similar experience</li> <li>• Conformity to technical specifications and standards</li> <li>• Delivery schedule of <b>six (6) months for each lot</b></li> <li>• Original bids signed by the competent Authority of the firm</li> </ul>
6.2	
6.3	<p><b>In case of a group of Contractors:</b> Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:</p> <ul style="list-style-type: none"> <li>- The offer must include all the information listed in Article 6(1) above.</li> <li>- The offer and the contract must be signed in a way that it is binding on all members of the group.</li> </ul>

	<ul style="list-style-type: none"> <li>- The nature of the group joint or several must be specified and justified with the production of a joint venture agreement in due form</li> <li>- The member of the group designated as the representative will represent all the undertakings vis-a-vis the Project Owner with regards to the execution of the contract</li> <li>- In the case of joint co-contracting, the Co-contractors shall share the sums which are paid by the Administration into a single account; on the other hand; each undertaking is paid in its own account by the Administration where it is several co-contracting.</li> </ul>
11	<b>language of offer</b> : English or French
12.1	<p>The information on qualification referred to Article 12 of the General Regulations must be supplemented and grouped in three volumes inserted respectively in internal envelopes and detailed as follows:</p> <p><b><u>Envelope A - Volume 1 Administrative file</u></b></p> <p>The Administrative File should contain the following documents:</p> <ul style="list-style-type: none"> <li>• The declaration of the intention to tender, stamped with fiscal stamp and signed by the bidder (according to the attached model)</li> <li>• Certified copy of Certificate of Incorporation not more than 3 months old <b>OR</b> Certified copy of Business registration ("Registre de Commerce") or attestation of registration as a Cooperative (for Cooperatives)</li> <li>• Original copy of Attestation of Non-bankruptcy/Solvency obtainable from the Court not more than three (3) months preceding the date of submission of offers</li> <li>• Certified copy of Tax Payer's card not more than 1 month old</li> <li>• Original attestation of Bank Account issued by a first rated bank approved by the Ministry in charge of finance or by a first rate foreign bank not more than 3 months old</li> <li>• Attestation of tax conformity stating that the bidder has <i>met</i> all the statutory declarations in issues of taxes in the current financial year; obtainable from the Taxation Department and not more than 1 month old,</li> <li>• A valid location plan, signed, stamped and dated by the bidder not more than 3 months old</li> <li>• Original CNPS clearance certificate relating to the supplies not more than 3 months old</li> <li>• Original receipt of payment for bidding document</li> <li>• Original Certificate of non-exclusion from Public contracts by ARMP relating to the subject of the invitation to tender and not more than 3 months old</li> </ul> <p>The bid bond of an amount: The stamped hand endorsed bid bond according to the attached model for the sum of; Lot 1: Six hundred thousand (600,000) fcfa and Lot 2: Two hundred thousand (200,000) fcfa and with thirty (30) days validity period established by an organization or financial institution approved by the Ministry in charge of Finance to issue bonds in Public Procurement and listed in <b>Document 11</b> of the Tender Document. The said guarantee must be</p>

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

- The group agreement, where necessary
- The power of attorney, where necessary

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

### **Envelope B - Volume 2: Technical offer**

#### ***b.1 Information on qualification***

- Full presentation of the firm
- The firm must have existed for at least 3 years and has the same or similar experience with proofs
- Financial capacity of at least 75% of the provisional amount

#### ***b.2 Technical proposals***

- Technical specification of supplies in respect of the technical specifications and standards of the supplies in the Tender Document
- Delivery schedule of at most **six (6) months for each lot**

#### ***b.3 Proofs of acceptance of conditions of the contract***

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

### **Envelope C - Volume 3: Financial offer**

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

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

### **Price of the offer**

13.1	The price of the Offer shall be quoted only in local currency of: <b>FCFA</b>
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13.2	The price of the contract shall <b>NOT</b> be revisable.
17.3	Delivery Deadline: <b>six (6) months for each lot</b>
Preparation and submission of offers	
19.1	Amount of the bid bond: The stamped hand endorsed bid bond according to the attached model for the sum of; <b>Lot 1: Six hundred thousand (600,000) fcfa</b> and <b>Lot 2: Two hundred thousand (200,000) fcfa</b> and with thirty (30) days validity period established by an organization or financial institution approved by the Ministry in charge of Finance to issue bonds in Public Procurement and listed in <b>Document 11</b> of the Tender Document. The said guarantee must be accompanied by a consignment receipt issued by the <b>"Caisse Dépôt et Cosignation (CDEC)</b> in accordance with Circular letter N° 0000019/L/MinMap of 5 <sup>th</sup> June 2024 relating to the constitution of deposits, retention, restitution and deconsignment of bonds on public contracts, in case of group bidding/joint venture the bid bond is established on behalf of the group/joint venture.
Period of validity of offers	
20.1	The period of validity of offers is <b>Thirty (30) days</b> from the date of submission of offers
22.1	The number of copies of the offer which must be filled and sent: <b>One (1) Original and six (6) copies</b>
22.2	<p><b>Name and Address of Project Owner:</b></p> <p>The Director General, North West Development Authority (MIDENO)</p> <p>P.O. Box 442, Bamenda:</p> <p><b>Email:</b><a href="mailto:mideon1981@gmail.com">mideon1981@gmail.com</a></p> <p><b>Tel: +237 33 36 13 78</b></p> <p>Reference of the invitation to tender: <b>REQUEST FOR QUOTATIONS TO TENDER N° ...../RQ/MIDENO/MITB/13/84/2025</b> of ..... <b>DIVIDED INTO TWO (2) LOTS AS FOLLOWS:</b></p> <p><b>Lot 1: THE PRODUCTION AND DELIVERY OF 15 tons OF IMPROVED MAIZE SEEDS (Variety: ATP) THROUGH EMERGENCY PROCEDURE</b></p> <p><b>Lot 2: THE PRODUCTION AND DELIVERY OF 3 TONS OF BEANS SEEDS (Variety: GLP 190) THROUGH EMERGENCY PROCEDURE</b></p>
23.1	Date and time-limit for submission of bids: <b>Bids must be submitted latest .....prompt</b>
26.1	Venue, date and time of opening of bids: <b>Bids shall be opened in the MIDENO conference Hall located in the MIDENO Project management office, situated along Ayaba Street, opposite Mansfield plaza Hotel on the ..... at 11: 00 am prompt local time</b>
Award of the contract	
43.1 and 43.2	A final bond of <b>5%</b> of the total amount of the contract all taxes inclusive shall be furnished by the successful bidder within <b>20 days</b> of the notification of the contract and presented in the form indicated in the Tender document

## DOCUMENT NO. 04: SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

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**Article 1: Subject of the tender**

The subject of this tender is **to supply and deliver improved maize seeds and beans seeds for distribution to vulnerable farmers in the North West Region through emergency procedure** according to the characteristics defined in the technical specifications and the quantities defined in the estimates defined in each of the lots.

**Article 2: Award Procedure**

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

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

**1. General definitions**

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

**2 Security**

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

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

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

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

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

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

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

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

The supplies done in execution of this contract shall be in conformity with the standards laid down in the Special Technical Conditions and where no standard is mentioned, to the authoritative standard on the

issue and applicable in Cameroon; this standard shall be the most recent standard approved by the competent Authority. The Contractor shall study, execute and guarantee the supplies and services by taking into consideration the best practice in Cameroon for operations of similar technology.

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

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

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

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

1. The Finance law for the 2025 financial year.
2. Circular N° 00013995/C/MINFI of 31<sup>st</sup> December 2024 bearing on the instructions relating to the execution of the Finance Laws, the monitoring and control of the execution of the budget of the State and other public entities for the 2025 fiscal year;
3. Decree N° 2018/366 of 20<sup>th</sup> June 2018 revising the Public Contracts Code;
4. Decree N° 2012/074 of 8<sup>th</sup> March 2012 relating to the setting up, organization and functioning of Tenders Boards;
5. Decree N° 2012/075 of 8<sup>th</sup> March 2012 on the organization of the Ministry of Public Contracts;
6. Decree N° 2012/076 of 8<sup>th</sup> March 2012 amending and supplementing some provisions of Decree No 2001/048 of 23<sup>rd</sup> February 2001 on the creation, the organization and functioning of the Public Contracts Regulatory Agency;
7. Decree N° 2013/271 of 5<sup>th</sup> August 2013 amending and supplementing some provisions of Decree No 2012/074 of 8<sup>th</sup> March 2012 on the creation, the organization and functioning of the Public Contracts Tender Boards;
8. Decree N° 2003/651/PM of 16 April 2003 laying down the procedures for the application of tax and customs regime of public contracts;
9. Circular Letter N° 003/CAB/PM of 18<sup>th</sup> April 2008 on the enforcement of rules governing the procurement, execution and control of public contracts;
10. Circular N° 0001/CAB/PR of 19<sup>th</sup> June 2012 on the procurement and control of the execution of public contracts;
11. Circular Letter N° 002/CAB/PM of 31<sup>st</sup> January 2011 on the improvement of the performance of the

public contracts system;

12. Circular N° 003/CAB/PM of 31<sup>st</sup> January 2011 laying down procedures for changes in management of economic conditions of Public Contracts;
13. Texts governing the domain; Section G of the 2020 Tax Code, **section 122 bearing on incentives for the agricultural sector**;
14. Standard norms;
15. Other instruments specific to the domain concerned in the contract.

**Article 8: Communication (Article 6 of GAC supplemented)**

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

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

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

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

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

**Article 9: Administrative Orders (Article 8 of GAC)**

[Specify here the functioning of Administrative Orders]

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

**Article 10: Contractor's equipment and staff: NA**

## **CHAPTER II: FINANCIAL CONDITIONS**

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

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

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

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

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

- Not applicable

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

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

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

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

- Amount exclusive of **VAT...NA.... (NA)....CFAF**

- Amount of **VAT: 19.25% of total contract amount**

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

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

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

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

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

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

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

Not applicable

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

Not applicable

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

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

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

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

**18.1.** Payment conditions:

Payments in this contract shall be

- 100% payment after delivery, technical examination, validation and acceptance of the seeds
- The Project Owner shall within 30 days of provisional and final reception of the products ensure that the

Contractor is paid following an official request from the Contractor accompanied by a bill and updated administrative documents

- Taxes shall be deducted at source by the Project Owner

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

Possible interests on overdue payments shall be paid by statement of sums due in accordance with Article 88 of Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

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

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

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

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

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

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

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

- Taxes and dues relating to Industrial and commercial profits, including the Advance Income tax (AIT) or AIR which is a deduction on company taxes:

- Registration dues in accordance with the Tax Code:

- Dues and taxes attached to the execution of services provided for in the contract:

- Duties and taxes of entry into Cameroonian territory (customs duties. VAT, computer tax):

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

All taxes inclusive prices means VAT included.

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

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

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

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

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

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

Description	Place of Delivery
Supply of 15 tons of improved maize seeds	MIDENO HEAD OFFICE
Supply of 3 tons of beans seeds	

**24.2.** The delivery deadline of the services forming the subject of this contract shall be: **six (6) months for each lot from the date of notification to start the supply**

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

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

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

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

**26.1. Packaging for transportation**

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

**26.2. Insurance (NA)**

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

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

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

## **CHAPTER V: SUNDRY CLAUSES**

### **Article 34: Termination of the contract**

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

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

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

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

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

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

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

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

### **Article 37: Production and dissemination of this contract**

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

### **Article 38: Entry into force of the contract**

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

# North West Development Authority

MISSION DE DÉVELOPPEMENT DE LA RÉGION DU NORD OUEST

P. O. BOX 442, BAMENDA

Bamenda, the.....



## TERMS OF REFERENCE (TOR) FOR PRODUCTION AND DELIVERY OF IMPROVED MAIZE SEEDS FOR THE 2025 FARMING SEASON

## Background and Justification

The North West Development Authority (MIDENO) is an administrative public establishment created by Presidential Degree No. 81/350 to support, coordinate and oversee rural development in the North West Region. The mission of MIDENO was to respond to the slow pace of development in the Region. Agriculture (crop production and livestock) is the mainstay of the Region. The specific responsibilities assigned to MIDENO are as follows:

- Conducting development studies;
- Educating and training farmers;
- Organizing the community and promoting the cooperative movement;
- Improving farming methods and setting up pilot estates;
- Enhancing access of farmers to improved planting materials;
- Intensifying plant protection campaigns;
- Improving livestock production;
- Providing access of farmers to agricultural loans;
- Transforming the socio-economic environment and improving the living conditions in rural areas
- Conducting any study, research or operations connected with rural development in the then North West Province.

Mindful of MIDENO's mandate at creation to support, coordinate and supervise Agro-sylvo-Pastoralism and Rural Development efforts as a circular arm of MINADER in the Region; following the mandate to enhance access of farmers to improved and high yielding seed materials; in line with the National Agriculture Investment Plan and the Rural sector Development Strategy (RSDS/NAIP 2020-2030) outlining expected crop targets for 2025 and 2030; given the fact that internal seed production by MIDENO has not been able to meet the targets, there is need to outsource the seed production activities to a consultant. This alternative strategy is absolutely imperative to ensure that the higher objectives of RSDS/NAIP 2020-2030 are met. Intensifying the seed production campaign will also serve as a safety net measure to resolve the issue of food crisis in the North West Region as well as reduce food insecurity and vulnerability in the region during this period of socio-political crisis.

MIDENO aims to improve food security and agricultural productivity in the region by providing high-quality seeds to farmers. To achieve this objective, MIDENO is seeking to outsource the seed multiplication process for maize, bean, wheat, solanum potato, and plantain plantlets. The targeted production against the 2025 farming season includes 115 tons of maize seeds on 50ha of land, 3 tons of beans seeds on 5ha of land, 50,000 plantain plantlets, 100 tons of solanum potato seeds on 5ha and 10 tons of wheat seeds on 5ha. If these targets are met, they will make the following contributions to achieving the national anticipated goals of RSDS/NAIP 2020-2030:

speculation	Producti on	Producti vity	Producti on	Productivi ty	Producti on (tons)	Productiv ity	Production (tons)	Productiv ity	
Maize	2 144 083	2,00	4 000 000	2,50	8 000 000	3,00	50	3	1.875

### **1. Objective**

The primary objective of this initiative is to establish a partnership with a service provider to outsource the seed multiplication process for maize. The chosen service provider will be responsible for ensuring the production of high-quality seeds in sufficient quantities to meet MIDENO's demand.

### **2. Expected Results**

Production and delivery of high quality seeds to MIDENO is 15 tons of maize seeds

### **3. Scope of Work**

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

#### **3.1. Seed Multiplication Planning**

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

#### **3.2. Seed Sourcing**

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

#### **3.3. Seed Multiplication**

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

#### **3.4. Quality Assurance**

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

#### **3.5. Documentation and Reporting (NA)**

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

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

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

#### 4. Deliverables 15 tons of improved maize seeds

#### 5. Evaluation Criteria

The evaluation of potential service providers will be based on the following criteria:

##### 5.1. Experience and Expertise:

- ✚ The Demonstrated experience in seed multiplication, preferably with experience in the specified crops.
- ✚ Knowledge of best practices in seed production, quality control, and post-harvest handling.

##### 5.2. Cost and Budget

- ✚ Competitive pricing structure for seed multiplication services.
- ✚ Ability to work within the allocated budget.
- ✚ Show prove of financial capacity

#### 6. Qualification and Experience of the bidder

The service provider/consultant is expected to have at least 3 years of experience in agricultural activities or any related activities.

#### 7. Time Plan

The suggested duration for the assignment to be completed is from January to December 2025

#### 8. Technical and financial proposals

Potential service provider should submit to MIDENO their technical and financial quotations in two separate documents as follows:

##### 8.1. Technical Proposal

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

- ➡ The consultants understanding of the TOR;
- ➡ A detailed methodology, interactive and participatory tools and approaches on the assignment to be realized;
- ➡ Proposed detailed implementation schedule;
- ➡ Curriculum vitae of the consultants; (NA)
- ➡ Proof of experience in related assignment (NA).

##### 8.2. Financial proposal/quotation

The financial proposal should include but not limited to:

- ➡ An itemized budget proposal for the assignment stating the net tax, total gross figures and mercurial references of the seed production activities;

#### 9. Evaluation of proposals (NA)

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

## **10. Financing/Source of Funding**

This activity is financed by BIP MINADER 2025 at the cost of **30,000,000 FCFA**

## **Responsibilities of MIDENO**

MIDENO shall be responsible for:

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

## **11. Confidentiality**

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

## **12. Submission of proposal**

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

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

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

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

Sign\_\_\_\_\_

**NORTH WEST DEVELOPMENT AUTHORITY**

MISSION DE DEVELOPPEMENT DE LA REGION DU NORD OUEST

P.O. Box, 442, Bamenda

Bamenda, the.....

Tel: (237) 233 36 13 78

Fax: (237) 233 36 16 61



Nº...../MIDENO/B/.....

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

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

**TERMS OF REFERENCE (TOR) FOR PRODUCTION AND DELIVERY OF BEANS  
SEEDS FOR THE 2025 FARMING SEASON**

## Background and Justification

The North West Development Authority (MIDENO) is an administrative public establishment created by Presidential Degree No. 81/350 to support, coordinate and oversee rural development in the North West Region. The mission of MIDENO was to respond to the slow pace of development in the Region. Agriculture (crop production and livestock) is the mainstay of the Region. The specific responsibilities assigned to MIDENO are as follows:

- Conducting development studies;
- Educating and training farmers;
- Organizing the community and promoting the cooperative movement;
- Improving farming methods and setting up pilot estates;
- Enhancing access of farmers to improved planting materials;
- Intensifying plant protection campaigns;
- Improving livestock production;
- Providing access of farmers to agricultural loans;
- Transforming the socio-economic environment and improving the living conditions in rural areas
- Conducting any study, research or operations connected with rural development in the then North West Province.

Mindful of MIDENO's mandate at creation to support, coordinate and supervise Agro-sylvo-Pastoralism and Rural Development efforts as a circular arm of MINADER in the Region; following the mandate to enhance access of farmers to improved and high yielding seed materials; in line with the National Agriculture Investment Plan and the Rural sector Development Strategy (RSDS/NAIP 2020-2030) outlining expected crop targets for 2025 and 2030; given the fact that internal seed production by MIDENO has not been able to meet the targets, there is need to outsource the seed production activities to a consultant. This alternative strategy is absolutely imperative to ensure that the higher objectives of RSDS/NAIP 2020-2030 are met. Intensifying the seed production campaign will also serve as a safety net measure to resolve the issue of food crisis in the North West Region as well as reduce food insecurity and vulnerability in the region during this period of socio-political crisis.

MIDENO aims to improve food security and agricultural productivity in the region by providing high-quality seeds to farmers. To achieve this objective, MIDENO is seeking to outsource the seed multiplication process for maize, bean, wheat, solanum potato, and plantain plantlets. The targeted production against the 2025 farming season includes 15 tons of maize seeds on 50ha of land, 3 tons of beans seeds on 5ha of land, 50,000 plantain plantlets, 100 tons of solanum potato seeds on 5ha and 10 tons of wheat seeds on 5ha. If these targets are met, they will make the following contributions to achieving the national anticipated goals of RSDS/NAIP 2020-2030:

speculation	Producti on	Producti vity	Producti on	Productivi ty	Producti on (tons)	Productiv ity	Production (tons)	Productiv ity	
Maize	2 144 083	2,00	4 000 000	2,50	8 000 000	3,00	5	3	1.875

### **13. Objective**

The primary objective of this initiative is to establish a partnership with a service provider to outsource the seed multiplication process for maize. The chosen service provider will be responsible for ensuring the production of high-quality seeds in sufficient quantities to meet MIDENO's demand.

### **14. Expected Results**

Production and delivery of high quality seeds to MIDENO is 3 tons of beans seeds

### **15. Scope of Work**

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

#### **15.1. Seed Multiplication Planning**

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

#### **15.2. Seed Sourcing**

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

#### **15.3. Seed Multiplication**

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

#### **15.4. Quality Assurance**

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

#### **15.5. Documentation and Reporting**

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

#### **15.6. Capacity Building and Knowledge Transfer (NA)**

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

**16. Deliverables** 3 tons of beans seeds

### **17. Evaluation Criteria**

The evaluation of potential service providers will be based on the following criteria:

#### **17.1. Experience and Expertise:**

- ✚ The Demonstrated experience in seed multiplication, preferably with experience in the specified crops.
- ✚ Knowledge of best practices in seed production, quality control, and post-harvest handling.
- ✚ Show prove of working with certified seed multipliers

#### **17.2. Cost and Budget**

- ✚ Competitive pricing structure for seed multiplication services.
- ✚ Ability to work within the allocated budget.
- ✚ Show prove of financial capacity

### **18. Qualification and Experience of the consultant**

The service provider/consultant is expected to have at least 3 years of experience in agricultural activities or any related activities.

### **19. Time Plan**

The suggested duration for the assignment to be completed is from January to December 2025

### **20. Technical and financial proposals**

Potential service provider should submit to MIDENO their technical and financial quotations in two separate documents as follows:

#### **20.1. Technical Proposal**

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

- ➡ The bidder understanding of the TOR;
- ➡ A detailed methodology, interactive and participatory tools and approaches on the assignment to be realized;
- ➡ Proposed detailed implementation schedule;
- ➡ Curriculum vitae of the consultants; (NA)
- ➡ Proof of experience in related assignment.(NA)

#### **20.2. Financial proposal/quotation**

The financial proposal should include but not limited to:

- ➡ An itemized budget proposal for the assignment stating the net tax, total gross figures and mercurial references of the seed production activities;

### **21. Evaluation of proposals (NA)**

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

## **22. Financing/Source of Funding**

This activity is financed by BIP MINADER 2025 at the cost of **10,000,000 FCFA**

## **Responsibilities of MIDENO**

MIDENO shall be responsible for:

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

## **23. Confidentiality**

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

## **24. Submission of proposal**

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

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

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

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

Sign\_\_\_\_\_

**DOCUMENT NO. 05: DESCRIPTION OF THE SUPPLIES**

**1. LIST OF SUPPLIES AND DELIVERY CALENDAR FOR THE SUPPLY OF IMPROVED MAIZE AND BEANS SEEDS**

Article No.	Description of supplies	Quantity (Number of units)	Unit	Site (project) or final destination as indicated in the Special Regulations	Delivery date (according to Incoterms)	
					Latest delivery date	Delivery date offered by the Contractor
1.0	The supply and delivery of improved maize seeds through emergency procedure	15 tons	Sachet of 1KG with MIDENO LOGO	The Project Management Office, North West Development Authority (MIDENO) located along Ayaba Street, opposite Mansfield Plaza Hotel	six (6) Months from the date of notification to start supply	
2.0	The supply and delivery of beans seeds through emergency procedure	3 tons	Sachet of 1KG with MIDENO LOGO			

**2.1 - GENERAL AND DETAIL TECHNICAL SPECIFICATIONS/CHARACTERISTICS OF THE MAIZE SEEDS**

Article No	Description	Technical Specifications	Delivery Units
1	Improved maize seeds	ATP (CH202)	Sachet of 1KG with MIDENO LOGO

**2.2 - GENERAL AND DETAIL TECHNICAL SPECIFICATIONS/CHARACTERISTICS OF THE BEANS SEEDS**

Article No	Description	Technical Specifications	Delivery Units
1	Beans seeds	GLP 190	Sachet of 1KG with MIDENO LOGO

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

**SCHEDULE OF UNIT PRICES**

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

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

Signature .....[Insert signature],

Date.....[Insert date]:

DOCUMENT NO. 07: DETAILED ESTIMATES

Detailed estimates

N°	Mercuriel Ref.	Designation	Unit	Qty	UP	TP EVAT
Total EVAT						
VAT (19.25%)						
AIR (....%)						
Total inclusive of all taxes						

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

Signature .....[Insert signature],

Date.....[Insert date]

**DOCUMENT NO. 08: SUB-DETAILS OF UNIT PRICES**

**Sub-details of unit prices**

**Option N° 1**

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

**Option N° 2**

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

Bidder's name [insert name],

Signature [insert signature],  
[insert date]

Date

**TABLE OF MODEL DOCUMENTS**

Annex No. 1: Model declaration of intention to tender

Annex No. 2: Model bid submission letter

Annex No. 3: Model bid Bond

Annex No. 4: Model final Bond

Annex No. 5: Model Performance Bond

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

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

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

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

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

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

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

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

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

**Signature of.....**

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

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

## ANNEX No. 2: BID SUBMISSION LETTER

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

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

- Having taken cognisance of all the documents featured or mentioned in the Tender File including the addenda of No.....[*recall the subject of the invitation to tender*]
- Submit and commit myself to deliver the supplies in accordance with the tender File, in return for the prices which I myself establish on the basis of the price and quantity schedule which give the amount of the tender for Phase I.....at.....[*in figures and words*] CFA francs exclusive of VAT and at .....CFA francs inclusive of all taxes. [*In figures and words*].
- I pledge to deliver the supplies within a deadline of.....months.
- In addition I pledge to maintain my offer for[*indicate duration of validity, in principle 60 days*] from the deadline of submission of tenders.

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

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

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

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

Signature of.....

In the capacity as.....

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

### **ANNEX N° 3: MODEL BID BOND**

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

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

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

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

The conditions of this commitment are as follows:

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

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

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

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

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

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

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

**[Bank's signature]**

#### ANNEX No. 4: MODEL FINAL BOND

Bank.....

Reference of the bond: No.....

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

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

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

Whereas we have agreed to give the Contractor this guarantee,

We, .....[name and address of bank]

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

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

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

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

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

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

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

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

[Signature of the bank]

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

Bank.....

Reference of the guarantee: No.....

Addressed to [Indicate the Project Owner]

[Address of Project Owner]

Hereinafter referred to as "the Project Owner"

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed and authenticated by the bank

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

**[Signature of the bank]**

REPUBLIQUE DU CAMEROON

REPUBLIC OF CAMEROON

Paix- Travail- Patrie

Peace - Work- Fatherland

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

Contract No \_\_\_\_\_ /IT or C, /CA/TB

Awarded after Invitation to tender No..... /IT /CA/TB/00 of.....

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

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

Business Registry No.\_\_\_\_A Issued at\_\_\_\_\_

Taxpayer's No.\_\_\_\_\_

**SUBJECT OF CONTRACT;** [indicate the full subject of the supply]

**PLACE OF DELIVERY:** [indicate]

**AMOUNT IN CFA F:** [indicate]

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

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

**FINANCING** : [Indicate source of financing]

**BUDGET HEAD** : [To be filled]

**SUBSCRIBED ON**-----

**SIGNED ON**-----

**NOTIFIED ON**-----

**REGISTERED ON**-----

**BETWEEN:**

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

On the one hand

And

-----COMPANY

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

Business Registry N° -----A

Taxpayer's N°.....

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

**On the other hand**

It has been agreed and settled as follows:

**SUMMARY**

Part I: Special Administrative Conditions (SAC)

Part II: Description of supplies

Part III: Price Schedule

Part IV: Detailed estimates

Part V: Delivery calendar

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

[recall the method of award of contract]

And -----

For The Supply Of-----

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

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

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

**DOCUMENT NO. 11: LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES**  
**AUTHORISED TO ISSUE BANK CAUTION IN PUBLIC CONTRACTS**

**1. LIST OF BANKS**

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

**II. LIST OF INSURANCE COMPANIES**

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

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

DATE.....

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





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

DATE.....

SN	TITLE:	NAME OF BIDDERS  Sub Criteria	BIDDER 1:		BIDDER 2:	
			Score (Yes/No)	Observa tions	Score (Yes/No)	Observ ations
1	Full presentation of the firm					
2	The firm must have existed for at least 3 years with Specific Experience of bidder in same or similar services with proofs					
3	Conformity of supply to technical specifications and standards in the Tender document with written proofs					
4	Delivery schedule of six months					
5	Financial capacity of at least : Lot 1 : Twenty two million five hundred thousand (22,500,000) FCFA and Lot 2: Ten million (7,500,000) FCFA with proof or Thirty two million five hundred thousand (30,000,000) FCFA for a bidder going in for the two lots					
6	Special Administrative Conditions (SAC) and Technical Specifications (TS) duly initialed and signed on the last page by the duly mandated representative of the Contractor					
Total						

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

**GENERAL OBSERVATIONS:**

RECOMMENDATIONS:

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

# EVALUATION OF FINANCIAL OFFER

DATE.....

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

## PROPOSAL FOR AWARD:

Name of Evaluator No. 1..... Signature.....

Name of Evaluator No. 2..... Signature.....

Name of Evaluator No. 3..... Signature.....

Name of Evaluator No. 4..... Signature.....

Name of Independent Observer..... Signature.....

