

REPUBLIQUE DU CAMEROUN

Paix - Travail - Patrie

REPUBLIC OF CAMEROON

Peace - Work - Fatherland

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NORTH WEST DEVELOPMENT AUTHORITY (MIDENO)

MIDENO INTERNAL TENDERS BOARD (MITB)

RESTRICTED NATIONAL INVITATION TO TENDER N° 1376  
/RNIT/MIDENO/MITB/13/84/2026 of 3-0 AVR 2026 FOR THE SUPPLY OF  
ONE (1) FARM TRACTOR AND IMPLEMENTS FOR THE EQUIPMENT POOL OF  
MIDENO THROUGH MUTUAL AGREEMENT PROCEDURE

FINANCING: PUBLIC INVESTMENT BUDGET - MINADER

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BUDGET HEAD: 249200

FINANCIAL YEAR: 2026

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DOCUMENT NO.0: LETTERS OF INVITATION TO TENDER

MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT

REPUBLIC OF CAMEROUN

MINISTERE DE L'AGRICULTURE ET DU DEVELOPPEMENT RURAL

Peace -- Work -- Fatherland

NORTH WEST DEVELOPMENT AUTHORITY

MISSION DE DEVELOPPEMENT DU NORD OUEST

P.O. Box, 442, Bamenda

Tel: (237) 23336 13 78

Fax: (237) 3336 16 61

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

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



Bamenda, the.....**3.0 AVR 2026**

N<sup>o</sup>.....**7377** PIBMIDENO/B/.....**MITB/13/20**

THE DIRECTOR GENERAL

TO: The Director EM Cameroon  
P.O Box 1173 Bamenda  
Tel: 675 65 81 48

REFERENCE: Authorization N° 2677-26/L/PR/MINMAP/SG/DGMAS/DMAG/CE1/CEA4 of 8<sup>th</sup> April 2026 for the acquisition of one (1) tractor and implements

SUBJECT: LETTER OF INVITATION TO TENDER

*Dear Sir/Madam*

1. We are pleased to inform you that you are qualified for the project referred to above and have consequently been authorized to tender **FOR THE ACQUISITION OF ONE (1) TRACTOR AND IMPLEMENTS**
2. We are hereby inviting you to tender for the execution of the contract mentioned in the reference.
3. A complete set of the tender file may be consulted and withdrawn during working hours from 8:00 am to 4:00 pm every day from Monday to Friday before the deadline for submission against the payment of a non-refundable sum of Eighty five thousand five hundred (85,500) fca payable into Account Number 06845-97568660001-28 (SPECIAL ACCOUNT SAC-ARMP) belonging to the Public Contracts Regulatory Agency (ARMP) in any BICEC Branch in Cameroon

4. The stamped hand endorsed bid bond according to the attached model for the sum of **One million five hundred and ninety two thousand (1,592,000) fcfa** and with thirty (30) days validity period established by an organization or financial institution approved by the Ministry in charge of Finance to issue bonds in Public Procurement and listed in **Annex 10** of the Tender Document. The said guarantee must be accompanied by a consignment receipt issued by the **"Caisse Dépôt et Cosignation (CDEC)** in accordance with Circular letter N° 0000019/L/MinMap of 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.

5. All bids must be submitted at the Secretariat of the Project Management Office of MIDENO, located along Ayaba Street, opposite Mansfield Plaza Hotel latest the .....**21 MAI 2026**..... at 10:00 am prompt, local time

6. The Administrative, Technical and financial bids shall be examined by an adhoc committee put in place by the Project Owner

7. This invitation to tender is addressed to the bidders in the following restricted list:

Name of Firms	Address
EM Cameroon	P.O Box 1173 Bamenda Tel: 675 65 81 48
TIMM Company	Tel: +237 673 69 52 30/ 677 68 40 47
Luster Prints Company Ltd	

8. Please acknowledge receipt of this letter to the following address: **The Director General, North West Development Authority, P.O. Box 442, Bamenda or through Email: mideno1981@gmail.com** within **ten (10) days** from the date of receipt of this letter and indicate if you do or do not intend to tender without which your disapproval to submit shall be noted.

**FOR: NORTH WEST DEVELOPMENT AUTHORITY**

CC

- ARMP (for publication and archiving)
- Chairperson MITB (for information)
- Notice Board MIDENO (for information)
- Contracts Service (for archiving)

## NORTH WEST DEVELOPMENT AUTHORITY

## MISSION DE DEVELOPPEMENT DU NORD OUEST

P.O. Box, 442, Bamenda

Tel: (237) 23336 13 78

Fax: (237) 3336 16 61

Email: [mideno1981@gmail.com](mailto:mideno1981@gmail.com)Website: [www.mideno.org](http://www.mideno.org)

Bamenda, the..... 30 AVR 2026

N°..... 1378 PIBMIDENO/B/..... mite/13/18

THE DIRECTOR GENERAL

TO: The General Manager TIMM Company

Tel: 673 69 52 30/ 677 68 40 47

REFERENCE: Authorization N° 2677-26/L/PR/MINMAP/SG/DGMAS/DMAG/CE1/CEA4 of 8<sup>th</sup> April 2026 for the acquisition of one (1) tractor and implements

SUBJECT: LETTER OF INVITATION TO TENDER

Dear Sir/Madam

3. We are pleased to inform you that you are qualified for the project referred to above and have consequently been authorized to tender **FOR THE ACQUISITION OF ONE (1) TRACTOR AND IMPLEMENTS**

4. We are hereby inviting you to tender for the execution of the contract mentioned in the reference.

3. A complete set of the tender file may be consulted and withdrawn during working hours from 8:00 am to 4:00 pm every day from Monday to Friday before the deadline for submission against the payment of a non-refundable sum of Eighty five thousand five hundred (85,500) fcfa payable into Account Number 06845-97568660001-28 (SPECIAL ACCOUNT SAC-ARMP) belonging to the Public Contracts Regulatory Agency (ARMP) in any BICEC Branch in Cameroon

4. The stamped hand endorsed bid bond according to the attached model for the sum of One million five hundred and ninety two thousand (1,592,000) fcfa and with thirty (30) days validity period established by an organization or financial institution approved by the Ministry in charge of Finance to issue bonds in Public Procurement and listed in **Annex 10** of the Tender Document. The said guarantee must be accompanied by a consignment receipt issued by the "Caisse Dépôt et Cosignation (CDEC) in accordance with Circular letter N° 0000019/L/MinMap of 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.

5. All bids must be submitted at the Secretariat of the Project Management Office of MIDENO, located along Ayaba Street, opposite Mansfield Plaza Hotel latest the ..... **21 MAI 2026** ..... at 10:00 am prompt, local time

6. The Administrative, Technical and financial bids shall be examined by an adhoc committee put in place by the Project Owner

7. This invitation to tender is addressed to the bidders in the following restricted list:

Name of Firms	Address
EM Cameroon	P.O Box 1173 Bamenda Tel: 675 65 81 48
TIMM Company	Tel: +237 673 69 52 30/ 677 68 40 47
Luster Prints Company Ltd	

8. Please acknowledge receipt of this letter to the following address: **The Director General, North West Development Authority, P.O. Box 442, Bamenda** or through Email: **mideno1981@gmail.com** within **ten (10) days** from the date of receipt of this letter and indicate if you do or do not intend to tender without which your disapproval to submit shall be noted.

**FOR: NORTH WEST DEVELOPMENT AUTHORITY**

CC

- ARMP (for publication and archiving)
- Chairperson MITB (for information)
- Notice Board MIDENO (for information)
- Contracts Service (for archiving)

NORTH WEST DEVELOPMENT AUTHORITY  
MISSION DE DEVELOPPEMENT DU NORD OUEST

P.O. Box, 442, Bamenda

Tel: (237) 23336 13 78

Fax: (237) 3336 16 61

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

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



Bamenda, the..... 30 AVR 2026

N° 1379 PIBMIDENO/B/ MITB/13/8

THE DIRECTOR GENERAL

TO: The Director Luster Prints Co. Ltd

REFERENCE: Authorization N° 2677-26/L/PR/MINMAP/SG/DGMAS/DMAG/CE1/CEA4 of 8<sup>th</sup> April 2026 for the acquisition of one (1) tractor and implements

SUBJECT: LETTER OF INVITATION TO TENDER

Dear Sir/Madam

5. We are pleased to inform you that you are qualified for the project referred to above and have consequently been authorized to tender **FOR THE ACQUISITION OF ONE (1) TRACTOR AND**

**IMPLEMENTS**

6. We are hereby inviting you to tender for the execution of the contract mentioned in the reference.

3. A complete set of the tender file may be consulted and withdrawn during working hours from 8:00 am to 4:00 pm every day from Monday to Friday before the deadline for submission against the payment of a non-refundable sum of Eighty-five thousand five hundred (85,500) fcfa payable into Account Number 06845-9756866001-28 (SPECIAL ACCOUNT SAC-ARMP) belonging to the Public Contracts Regulatory Agency (ARMP) in any BICEC Branch in Cameroon

4. The stamped hand endorsed bid bond according to the attached model for the sum of One million five hundred and ninety two thousand (1,592,000) fcfa and with thirty (30) days validity period established by an organization or financial institution approved by the Ministry in charge of Finance to issue bonds in

Public Procurement and listed in **Annex 10** of the Tender Document. The said guarantee must be accompanied by a consignment receipt issued by the "Caisse Dépôt et Cosignation (CDEC) in accordance with Circular letter N° 0000019/L/MinMap of 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.

5. All bids must be submitted at the Secretariat of the Project Management Office of MIDENO, located along Ayaba Street, opposite Mansfield Plaza Hotel latest the .....**27 MAY 2026**..... at 10:00 am prompt, local time

6. The Administrative, Technical and financial bids shall be examined by an adhoc committee put in place by the Project Owner

7. This invitation to tender is addressed to the bidders in the following restricted list:

Name of Firms	Address
EM Cameroon	P.O Box 1173 Bamenda Tel: 675 65 81 48
TIMM Company	Tel: +237 673 69 52 30/ 677 68 40 47
Luster Prints Company Ltd	

8. Please acknowledge receipt of this letter to the following address: **The Director General, North West Development Authority, P.O. Box 442, Bamenda or through Email: mideno1981@gmail.com** within **ten (10) days** from the date of receipt of this letter and indicate if you do or do not intend to tender without which your disapproval to submit shall be noted.

**FOR: NORTH WEST DEVELOPMENT AUTHORITY**

**CC**

- ARMP (for publication and archiving)
- Chairperson MITB (for information)
- Notice Board MIDENO (for information)
- Contracts Service (for archiving)

North West Development Authority  
MISSION DE DEVELOPPEMENT DE LA REGION DU NORD OUEST

P.O. Box, 442, Bamenda  
Tel: (237) 233 36 13 78  
Fax: (237) 233 36 16 61  
Email: [mideno1981@gmail.com](mailto:mideno1981@gmail.com)  
Website: [www.mideno.org](http://www.mideno.org)



Bamenda, the.....

N°...../MIDENO/B/.....

30 AVR 2026

TENDER NOTICE

RESTRICTED NATIONAL INVITATION TO TENDER N°...../RNIT/MIDENO/MITB/13/84/2026 of .....  
..... FOR THE SUPPLY OF ONE (1) FARM TRACTOR AND IMPLEMENTS FOR THE EQUIPMENT  
POOL OF MIDENO THROUGH MUTUAL AGREEMENT PROCEDURE

SOURCE OF FINANCING: PIB MINADER 2024

**1. Subject of the invitation to tender:** Within the frame work of program 186 captioned “improving the infrastructural Environment and access to factors of production and markets” Reference action 1 in the investment program of MIDENO for 2026 titled “ opening up of Agricultural production basins” and her objective to attain operational efficiency of the North West Development Authority, (MIDENO) hereby launches a Restricted National Invitation to tender through mutual agreement procedure for the supply of one (1) tractor and implements for the equipment pool of MIDENO.

**2. Nature of services/Works:** The supply and reception of one (1) farm tractor and implements for the equipment pool of MIDENO.

**3. Participation:** Participation in this call to tender is restricted to the following firms:

Name of Firms	Address
EM Cameroon	P.O Box 1173 Bamenda Tel: 675 65 81 48
TIMM Company	Tel: +237 673 69 52 30/ 677 68 40 47
Luster Prints Company Ltd	

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

**5. Provisional Cost:** The provisional costs of the services/works involved in these supplies is **Seventy nine million six hundred thousand (79,600,000) fcfa**

**6. Financing:** Services which form the subject of this Invitation to tender shall be financed by **Public Investment Budget - MINADER** for the **2026** financial year. Budget Head No: **249200**

**7. Consultation of tender file:** The tender file maybe consulted 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](mailto:mideno1981@gmail.com); Tel: 237 23336161 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](mailto:mideno1981@gmail.com); Tel: 237 233331661 following the publication of this notice against payment of a non-refundable sum of **Eighty five thousand five hundred (85,500) fcfa** and payable into Account No. **06845**

copies marked as such, should reach the MIDENO Head Office located at Ayaba Street, P.O. Box 442, Bamenda) not later than ..... 21 MAY 2026 ..... at 10:00 am prompt and should carry the inscription:

RESTRICTED NATIONAL INVITATION TO TENDER N°..... 1376 ...../RNIT/MIDENO/MITB/13/84/2026 of -----  
3-0 AVR 2026 FOR THE SUPPLY OF ONE (1) FARM TRACTOR AND IMPLEMENTS FOR THE EQUIPMENT POOL OF MIDENO THROUGH MUTUAL AGREEMENT 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 **One million five hundred and ninety two thousand (1,592,000) fcfa** and with thirty (30) days validity period established by an organization or financial institution approved by the Ministry in charge of Finance to issue bonds in Public Procurement and listed in **Annex 10** of the Tender Document. The said guarantee must be accompanied by a consignment receipt issued by the **“Caisse Dépôt et Cosignation (CDEC)** in accordance with Circular letter N° 0000019/L/MinMap of 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 ..... 21 MAY 2026 ..... at 11: 00 am prompt local time by an **Adhoc Committee** 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 execution deadline provided for by the Contracting Authority shall be **Three (3) Months from the date of notification to start delivery**

**14. Evaluation Criteria:** The bids shall be evaluated according to the following principles:

**A. Eliminary Criteria**

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

**B. Essential Criteria**

SN	Criteria
1	General Presentation of bids (The various parts of the same file separated by colour dividers both in the original and in the copies and Files spirally bounded)
2	Specific experience of the firm in the same or similar services with proofs

3	Conformity to technical specifications and standards (prospectuses, photos etc.)
4	Delivery schedule of <b>Three (3) months</b>
5	Manufacturers authorization to deal with the equipment
6	Availability of spare parts
7	Original bids signed by the competent Authority of the firm
8	Financial capacity of at least <b>59,700,000 fcfa</b>
9	Origin of the supplies

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

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

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

**FOR: NORTH WEST DEVELOPMENT AUTHORITY**



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 DEVELOPPEMENT DU NORD OUEST

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Tel: (237) 23336 13 78

Fax: (237) 3336 16 61

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



Bamenda, le.....

30 AVR 2026

No. 1326/MIDENO/B/ MITB/13/84/2026

**AVIS D'APPEL D'OFFRES**

APPEL D'OFFRES NATIONAL RESTRIENT N° 1326/AONR/MIDENO/MITB/13/84/2026 du 30 AVR 2026 POUR LA FOURNITURE D'UN (1) TRACTEUR AGRICOLE ET SES ÉQUIPEMENTS POUR LE PARC MATÉRIEL DE LA MIDENO, SUIVANT LA PROCÉDURE DE GRE A GRE

SOURCE DE FINANCEMENT : BIP MINADER 2024

**1. OBJET DE L'APPEL D'OFFRES** : Dans le cadre du programme 186 intitulé « amélioration de l'environnement infrastructurel et de l'accès aux facteurs de production et aux marchés », action de référence 1 dans le programme d'investissement de la MIDENO pour l'exercice 2026 intitulé « désenclavement des bassins de production agricole » et son objectif d'atteindre l'efficacité opérationnelle de la North West Development Authority (MIDENO), le Directeur Général lance par la présente un Appel d'Offres National Restreint par procédure gre-a-gre pour la fourniture d'un (1) tracteur agricole et ses équipements pour le parc matériel de la MIDENO.

**2. NATURE DES PRESTATIONS/TRAVAUX** : La fourniture et la réception d'un (1) tracteur agricole et ses équipements pour le parc matériel de la MIDENO.

**3. PARTICIPATION** : La participation pour cet appel d'offre est restreint pour les entreprises suivantes:

Name of Firms	Address
EM Cameroon	P.O Box 1173 Bamenda Tel: 675 65 81 48
TIMM Company	Tel: +237 673 69 52 30/ 677 68 40 47
Luster Prints Company Ltd	

**4. ORIGINE DES FOURNITURES** : Toutes les fournitures/propositions soumises doivent fournir des informations claires quant à l'origine des biens à fournir.

**5. COÛT PRÉVISIONNEL** : Le coût prévisionnel des prestations/travaux objet du présent marché est de soixante-dix-neuf millions six cent mille (79 600 000) FCFA.

**6. FINANCEMENT** : Les prestations objet du présent appel d'offres sont financées par le Budget d'Investissement Public (BIP) – MINADER, exercice 2026.

IMPUTATION BUDGÉTAIRE : 249200

**7. CONSULTATION DU DOSSIER D'APPEL D'OFFRES** : Le dossier peut être consulté aux heures ouvrables de 8h00 à 16h00 au siège de la MIDENO, Secrétariat du Directeur Général, rue Ayaba, B.P. 442, Bamenda ; Email : [mideno1981@gmail.com](mailto:mideno1981@gmail.com) ; Tél : 237 23336161 dès publication du présent avis

**8. ACQUISITION DU DOSSIER D'APPEL D'OFFRES** : Le dossier peut être obtenu aux heures ouvrables de 8h00 à 16h00 au siège de la MIDENO, Secrétariat du Directeur Général, rue Ayaba, B.P. 442, Bamenda ; Email : mideno1981@gmail.com ; Tél : 237 233331661, dès publication du présent avis, contre paiement d'une somme non remboursable de quatre-vingt-cinq mille cinq cent (85 500) FCFA, payable au compte N° 06845 97568660001-28 au nom de « COMPTE SPÉCIAL SAC-ARMP » dans une agence BICEC au Cameroun.

**9. SOUMISSION DES OFFRES** : Chaque offre rédigée en français ou en anglais **submitted online and one (1) original copy and a copy in a flash as back up** marqués commettels, doit parvenir au siège de la MIDENO situé à la rue Ayaba, B.P. 442, Bamenda, au plus tard le ..... **21 MAI 2026** ..... à 10h00 précises et devra porter la mention :

APPEL D'OFFRES NATIONAL RESTRIENT N°.....<sup>1376</sup>...../AONR/MIDENO/MITB/13/84/2026 du **30 AVR 2026** ..... POUR LA FOURNITURE D'UN (1) TRACTEUR AGRICOLE ET SES ÉQUIPEMENTS POUR LE PARC MATÉRIEL DE LA MIDENO, SUIVANT LA PROCÉDURE DE GRE A GRE

### « À n'ouvrir qu'en séance de dépouillement »

**10. CAUTION DE SOUMISSION** : Une caution de soumission, cachetée et endossée à la main selon le modèle ci-joint, d'un montant de 1,592,000 FCFA d'une durée de validité de 30 jours, établie par un organisme ou un établissement financier agréé par le Ministère des Finances pour l'émission de cautions dans le cadre des marchés publics et figurant au Document 11 du Cahier des charges. Cette garantie doit être accompagnée d'un récépissé de dépôt délivré par la Caisse d'épargne et de co-signature (CDEC), conformément à la circulaire n° 0000019/L/MINMAP du 5 juin 2024 relative à la constitution, la conservation, la restitution et la déconsignation des cautions dans le cadre des marchés publics. En cas de soumission groupée ou de coentreprise, la caution de soumission est établie au nom du groupement ou de la coentreprise.

**11. RECEVABILITÉ DES OFFRES** : Sous peine de rejet, seules les pièces originales ou copies certifiées conformes par le service émetteur ou les autorités administratives compétentes (Préfets, Sous-préfets, responsables bancaires, responsables des impôts, etc.) des documents administratifs requis, y compris la caution de soumission, doivent impérativement être reproduites conformément aux stipulations du Règlement Particulier de l'Appel d'Offres. Elles doivent obligatoirement dater de moins de trois (3) mois ou ne pas être postérieures à la date de 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 de caution de soumission délivrée par une banque de premier ordre agréée par le Ministère en charge des Finances ou le non-respect des modèles des pièces du dossier entraînera le rejet pur et simple de l'offre sans aucun recours.

**12. OUVERTURE DES PLIS** : L'ouverture des pièces administratives, des offres techniques et financières aura lieu le ..... **21 MAI 2026** ..... à 11h00 précises, heure locale, par la Commission Interne de Passation des Marchés de la MIDENO dans la salle de conférence de la MIDENO au bureau de gestion du projet. Seuls les soumissionnaires peuvent y assister ou s'y faire représenter par une personne de leur choix.

**13. DÉLAI DE LIVRAISON** : Le délai d'exécution prévu par le Maître d'Ouvrage est de trois (3) mois à compter de la date de notification de l'ordre de service de démarrage.

**14. CRITÈRES D'ÉVALUATION** : Les offres seront évaluées selon les principes suivants :

#### A. CRITÈRES ÉLIMINATOIRES

- Absence ou insuffisance de la caution de soumission
- Absence of the receipt of deposit from CDEC of the amount indicated in the bid bond
- Soumission en retard
- Les documents frauduleux ou falsifiés
- Sanctionner d'Exclusion par L'Autorité Chargée de Marchés Publics
- Association direct ou indirect à la conception, préparation des spécifications technique et autres documents concernant cet Avis d'Appel d'Offres

- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le soumissionnaire
- Le non-respect de 80% des critères essentielle

## B. CRITÈRES ESSENTIELS

SN	Critères
1	Présentation générale des offres (Les différentes parties d'un même dossier séparées par des intercalaires de couleur aussi bien dans l'original que dans les copies et dossiers reliés en spirale)
2	Expériences spécifiques de l'entreprise dans des prestations similaires
3	Conformité aux spécifications techniques et aux normes
4	Délai de livraison de trois (3) mois
5	Autorisation du fabricant pour la commercialisation de l'équipement
6	Disponibilité des pièces de rechange
7	Offres originales signées par l'autorité compétente de l'entreprise
8	Capacité financière d'au moins <b>59 700 000 FCFA</b>
9	Origine des fournitures

**15. Méthode de sélection du fournisseur :** L'évaluation se fera suivant la méthode binaire. Le fournisseur sera sélectionné selon la méthode du moindre coût après évaluation des capacités techniques (le soumissionnaire doit satisfaire à 100 % des critères éliminatoires et obtenir au moins 80 points sur les 100 points prévus pour l'évaluation technique) et financières, et s'assurer que la fourniture proposée est conforme aux spécifications techniques du dossier d'appel d'offres, conformément aux procédures décrites dans le présent dossier.

**16. Validité des offres :** Les soumissionnaires restent engagés par leurs offres pendant trente (30) jours à compter de la date limite fixée pour le dépôt des offres.

**17. Renseignements complémentaires :** Les renseignements complémentaires peuvent être obtenus aux heures ouvrables auprès du secrétariat du Directeur Général de la MIDENO, B.P. 442, Bamenda ; Email : mideno1981@gmail.com ; Tél : 237 233 361 378.

POUR: NORTH WEST DEVELOPMENT AUTHORITY



*Cletus Annon Motonyah*  
**ECONOMIST ( PLEG hors Echelle)**

CC

- ☐ ARMP (pour publication et archivage)
- ☐ MINMAP (pour information)
- ☐ Président de la Commission Interne de Passation des Marchés (pour information)
- ☐ Tableau d'affichage MIDENO (pour information)

17. **Renseignements complémentaires** : Les renseignements complémentaires peuvent être obtenus aux heures ouvrables auprès du secrétariat du Directeur Général de la MIDENO, B.P. 442, Bamenda ; Email : mideno1981@gmail.com ; Tél : 237 233 361 378.

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DOCUMENT NO. 02: GENERAL REGULATIONS OF THE INVITATION TO TENDER

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## GENERAL REGULATIONS OF THE INVITATION TO TENDER

### A) GENERAL

#### Article 1: Scope of bid

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

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

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

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

#### Article 2: Financing

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

#### Article 3: Fraud and Corruption

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

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

i) *shall be guilty of «Corrupt practice»* whoever bids, 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 bids 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 bid, 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 suppliers, 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 bidder 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 bid within the context of this invitation to tender, except authorized variants according to **Clause 17**, where need be; meanwhile, this does not **prevent the participation of sub-contractors in more than one bid.**

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 bid, bidders must:

a) Submit a Power of Attorney, making the signatory of the bid bound by the bid; 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 bid 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 bid 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 Contracting Authority 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 it is several co-contracting.

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 suppliers 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 a bid in conformity with all aspects of the said file. Any deficiency may lead to a rejection of his file.

### Article 8: Clarification and complaints on the Tender File

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

MIDENO shall reply in writing to any request for clarification received at least fourteen (14) days for national invitations to tender and twenty one (21) days for international invitations prior to the deadline for the submission of the bids. 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: Modification of the Tender File

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

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 bids, MIDENO may postpone as is necessary, the deadline for the submission of bids, in accordance with the provisions of **Article 23.3 of the General Regulations of the invitation to tender.**

### C) Preparation of Bids

#### Article 10: Tender Cost

The bidder shall bear the costs related to the preparation and presentation of his bid 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 Bid

11.1 The bid as well as any correspondence and all documents concerning the bid 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 any language on condition that a precise translation into either English or French of the passages concerning the bid is included: in which case for reasons of interpretation, the translation shall be considered to be authentic.

## **Article 12: Constituent documents of the bid**

12.1 The bid presented by the bidder shall include the documents detailed in the Special Regulations of the invitation to tender, duly filled and put together in three (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 bid committing the bidder, in accordance with the provisions of *Article 6.1 of the General Regulations of invitation to tender*.

### **b) Volume 2: Technical Bid**

#### **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, makes, 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 Bid**

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

- The signed and dated original bid 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 bids for several lots of the same invitation to tender, they could indicate rebates bided in case of award of more than one lot

#### Article 13: Bid Price

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

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

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

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

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

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

13.2 The Prices bided 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 bid 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 bid 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 bids are submitted and opened at the same time.

#### Article 14: Currency of bid

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 bid, 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 bid, 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 bid, 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, makes 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 bid is accepted shall establish to the satisfaction of MIDENO that:

- In the case where the bidder bids 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 supplier has pertinent experience similar to that provided for in the Tender File.

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

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

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 bids 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 bid 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 bid 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 bid during the time-limit which he specifies in his bid; 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 bids

20.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids set by MIDENO in application of *Article 23 of the General Regulations*. An bid 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 bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid 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 bids 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 bid

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 bid 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 bid containing alterations or changes must be initialed by the signatory (ies) of the bid.

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

#### D) Submission of bids

##### Article 22: Sealing and Marking of bids

22.1 The Bidder shall place the original and each of the copies of the bid 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 bid 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 bid is misplaced or opened prematurely.

### Article 23: Date and time limit for Submission of bids

23.1 The bids must be received by MIDENO at the address specified above not later *than*.....2026 at 9.00 am prompt local time.

23.2 MIDENO may, at its discretion, postpone the deadline set for the submission of the bids 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 bids

Any bid received by MIDENO beyond the deadline for the submission of bids 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 bids

25.1 A Bidder may modify, replace or withdraw his bid 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 bids. 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 bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENT BID" or "MODIFICATION"

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 bids.

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

25.4 No bid may be withdrawn in the interval between the deadline set for the submission of bids and the expiry of the validity period of the bids set in the model bid. The withdrawal of an bid 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 bids

#### Article 26: Opening and Evaluation of envelopes, bids and petitions

26.1 The competent Adhoc Committee 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 bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement bid" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated

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 bided including any rebates [in case of opening of financial bids] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Project Owner deems useful "to be mentioned. Only rebates and variants of bids

announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

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

26.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Adhoc Committee for Evaluation. 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 **Adhoc Committee** immediately hands over to the focal point designated by ARMP an initialed copy of the bids presented by bidders.

26.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Project Owner 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 bids and verification of the qualification of bidders and the contract award recommendation shall be given to bidders or to any other person concerned with the said procedure as long as the contract award has not been made public.

27.2: Any attempt by a bidder to influence the Tenders Board or the Adhoc Committee for Evaluation of the bids or the Project Owner in his award decision may cause the rejection of his bid.

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 bid, he should do so in writing.

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

28.1. To ease the examination, evaluation and comparison of bids, the **Adhoc Committee** may, if it desires, request any bidder to give clarifications on his bid. This request for clarification and the response given are formulated in writing but no change on the amount or content of the bid is sought, bided or authorized, except it is necessary to confirm the correction of calculation errors discovered by the Adhoc Committee for Evaluation during the evaluation in accordance with the provisions of article 32 of the General Regulations.

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

#### **Article 29: Conformity of bids**

29.1: The Adhoc Committee for Evaluation shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order

29.2: The Adhoc Committee for Evaluation shall determine if the bid 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 bid that conforms to the tender file shall essentially be an bid 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 Contracting Authority or the obligations of the bidder in relation to the contract; or
- c. whose acceptance would be prejudicial to other bidders who presented bids that essentially conformed with the Tender File.

29.4. If a bid is essentially not in conformity it shall be rejected by the Competent Tenders Board and shall not essentially be rendered in conformity.

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 bids.

#### Article 30: Evaluation of Technical Bid

30.1: The Adhoc Committee for Evaluation shall examine the bid 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 Adhoc Committee for Evaluation shall evaluate the technical aspects of the bid 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 Adhoc Committee for Evaluation establishes that the bid does not essentially conform in application of article 29 of the General Regulations, it will propose to the tenders board that the said bid be set aside.

#### Article 31: Qualification of the Bidder

The Adhoc Committee for Evaluation shall ensure that the bidder retained for having submitted the bid 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 Adhoc Committee for Evaluation shall verify the bids considered essentially in conformity with the Tender File to rectify the possible calculation errors. The Adhoc Committee for Evaluation 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 Adhoc Committee for Evaluation, 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 bid shall be corrected by the Adhoc Committee for Evaluation 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 bid assessed as being the lowest bid does not accept the corrections, his bid shall be rejected and his bond may be seized.

### Article 33: Evaluation of financial bids

33.1 The Adhoc Committee for Evaluation shall proceed to the evaluation and comparison of bids 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 Adhoc Committee for Evaluation 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 bided in application of paragraph 13(4) of the General Conditions:

33.3. To evaluate the tender price, the Adhoc Committee for Evaluation 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 bids.

### Article 34: Comparison of bids

The Adhoc Committee for Evaluation shall compare all the bids that substantially conform to determine the bid valued 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 Contracting Authority shall award the contract to the bidder whose bid 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 bid 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 bided 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 Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure

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

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

During the award of the contract the Contracting Authority 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 bids set in the Special Regulations, the Contracting Authority shall notify the successful bidder by telecopy confirmed by registered mail that his bid was retained. This letter will indicate the amount the Contracting Authority will pay the supplier to execute the contract and the time-limit.

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

39.1. The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the independent 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 bids.

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

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

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 Contracting Authority or Delegated Contracting Authority 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 Contracting Authority 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 Contracting Authority, the contractor shall furnish the Contracting Authority 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 banking establishment approved according to the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.

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

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

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

SPECIAL REGULATIONS OF THE INVITATION TO TENDER

The following information concerning the acquisition of the supplies 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.	Definition of supplies: The supply of ONE (1) Farm Tractor and implements for the Equipment Pool of MIDENO through emergency procedure
1.1	Name and Address of Project Owner:  The Director General, North West Development Authority (MIDENO), P.O. Box 442, Bamenda: Email:mideonbda@yahoo.com Tel: +237 233361378, Fax: 237 233361378  Reference of the invitation to tender: Restricted National invitation to Tender N°...../RNIT/MIDENO/MITB/13/84/2026 of ..... for The supply of ONE (1) Farm Tractor and for the Equipment Pool of MIDENO <i>through mutual agreement procedure</i>
1.2	Delivery deadline: Three (3) Months from the date of notification to start delivery
2.1	Source of Financing: MINTP/ MINADER protocol agreement
4.1	List of pre-qualified candidates, where applicable: NA
4.2	Criteria or origin of bidders: <ul style="list-style-type: none"><li>▪ All Local and National companies/suppliers in Cameroon that fulfill the required criteria specified in the bidding document and have the competence and experience of <b>not less than 3 years</b> in the same or similar supplies.</li><li>▪ The firm must not be in a situation of conflicting interest as defined in Article 4.2 (b) of the General Regulations of the Invitation to Tender</li><li>▪ The bidder must not have been excluded from bidding for public contracts by the Competent Authority in charge of Public contracts</li><li>▪ A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is:<ul style="list-style-type: none"><li>- Legally and financially autonomous</li><li>- Managed according to commercial laws and</li><li>- Not under the direct supervisory authority of MIDENO.</li></ul></li></ul>
5.1	Criteria or origin of supplies: All specifications submitted must provide clear information as to the origin of the equipment to be supplied

6	<p><b>Main Eliminary Criteria</b></p> <ul style="list-style-type: none"> <li>• Absence or insufficient Bid Bond of the specified amount</li> <li>• Absence of the receipt of deposit from CDEC of the amount indicated in the bid bond</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>• Non-respect of 80% of the essential criteria</li> <li>• Bids whose outer envelopes leads to the recognition of the bidder</li> </ul> <p><b>Essential Criteria</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, Files spirally bounded)</li> <li>• Specific experience of the firm in the same or similar <b>services for at least 3 years</b></li> <li>• Conformity to technical specifications and standards (proofs with prospectuses, photos etc.)</li> <li>• Delivery schedule of <b>three (03) months</b></li> <li>• Manufacturers authorization to deal with the equipment</li> <li>• Original bids signed by the competent Authority of the firm in case of joint venture</li> <li>• Financial capacity of at least <b>59,700,000 fcfa</b></li> </ul>
6.2	<p><b>In case of a group of suppliers:</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 bid must include all the information listed in Article 6(1) above.</li> <li>- The bid and the contract must be signed in a way that it is binding on all members of the group</li> <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 Contracting Authority 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	<p><b>language of bid : English or French</b></p>

12.1 The information on qualification referred to Article 12 of the General Regulations must be supplemented and grouped in three volumes inserted respectively in internal envelopes and detailed as follows

Envelope A - Volume 1 Administrative file

The Administrative File should contain the following documents:

1. The declaration of the intention to tender, stamped with fiscal stamp and signed by the bidder (according to the attached model)
2. Certified copy of Certificate of Incorporation not more than 3 months old
3. Original copy of Attestation of Non-bankruptcy/Solvency obtainable from the Court not more than three (3) months preceding the date of submission of bids
4. Certified copy of Tax Payer's card not more than 3 months old
5. Original attestation of Bank Account issued by a first rated bank approved by the Ministry in charge of finance.
6. Attestation of tax conformity stating that the bidder has *met* all the statutory declarations in issues of taxes in the current financial year; obtainable from the Taxation Department and not more than three months old.
7. Original CNPS clearance certificate not more than 3 months old
8. A valid location plan signed, stamped and dated by the bidder not more than 3 months old
9. Original receipt of payment for bidding document.
10. Certified copy of attestation of localization and location plan not more than 3 months old
11. Original Certificate of non-exclusion from Public contracts by ARMP not more than 3 months old
12. The stamped hand endorsed bid bond according to the attached model for the sum of One million five hundred and ninety two thousand (1,592,000) fcfa and with thirty (30) days validity period established by an organization or financial institution approved by the Ministry in charge of Finance to issue bonds in Public Procurement and listed in **Annex 10** of the Tender Document. The said guarantee must be accompanied by a consignment receipt issued by the "**Caisse Dépôt et Cosignation (CDEC)** in accordance with Circular letter No 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.
13. The group agreement, where necessary
14. The power of attorney, where necessary

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

**Envelope B - Volume 2: Technical bid**

**b.1 Information on qualification**

- Full presentation of the firm
- Specific Experience of supplier in the same or similar services of not less than 5 years with proofs
- Availability of spare part/Accessories
- Manufacturer's/Supplier's references and Authorization to manufacture, assemble or distribute the equipment
- Financial capacity of at least **59,700,000 fcfa**
- **b.2 Technical proposals**
  - Technical specification of supplies in respect of the technical specifications and standards of the supplies in the Tender Document including proofs (prospectuses, photos etc.)
  - Delivery schedule of at most **Three (3) months**
- **b.3 Proofs of acceptance of conditions of the contract**
  - Declaration of Intention to bid signed and stamped
  - Copies of duly initialed Special Administrative Conditions (SAC) and Technical Specifications (TS) signed on the last page by the duly mandated representative of the supplier

**Envelope C - Volume 3: Financial bid**

- 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 bid**

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

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

17.3 **Period of functioning of the supplies:**

- Delivery Deadline: **Three (3) months**
- **One (1) year guarantee**

Preparation and submission of bids

19.1	Amount of the bid bond: <b>1,592,000 fcfa</b>
<b>Period of validity of bids</b>	
20.1	The period of validity of bids is <b>Thirty (30) days</b> from the date of submission of bids
22.1	The number of copies of the bid 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.O. Box 442, Bamenda:</p> <p><b>Email:</b><a href="mailto:mideno1981@gmail.com">mideno1981@gmail.com</a>: <b>Tel: +237 233 36 13 78</b></p> <p>Reference of the invitation to tender : <b>Restricted National invitation to Tender N°..... /RNIT /MIDENO / MITB/13/84/2026 of ..... for The supply of One (1) Farm Tractor and implements for the Equipment Pool of MIDENO through mutual agreement procedure</b></p>
23.1	Date and time-limit for submission of bids: <b>Bids must be submitted latest ..... at 10:00 am 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 along Ayaba Street, opposite Mansfield plaza Hotel on the ..... at 11:00 am prompt local time</b>
<b>Award of the contract</b>	
41.1 and 41.4	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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## CHAPTER I: GENERAL

### Article 1: Subject of tender

The subject of this tender is **the supply of One (1) farm Tractor for the Equipment Pool of MIDENO** according to the characteristics defined in the technical specifications.

### Article 2: Award Procedure

The contract shall be awarded through a **Restricted National Invitation to Tender, one stage procedure** and on the basis of **least cost selection after ascertaining the bidder with the most technical capacity to carry out the supplies**

### 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 of MIDENO**. He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.
- The **Contract Engineer** shall be **the Project Engineer of MIDENO**.
- The **Supplier** shall be the supplier 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, 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 **Contracting Authority**

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

- Ascertain the originality of the equipment
- Ensure equipment 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 supplier 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 supplier shall study, execute and guarantee the supplies and services by taking into consideration the best practice in Cameroon for operations of similar technology.

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

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

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

**Article 7: General instruments in force**

This contract shall be governed by the following, general instruments:

1. Law N° 2025/012 of 17th December 2025 bearing on the Finance law of the Republic of Cameroon for the 2026 financial year.
2. Circular N° 0001877/C/MINFI of 31st December 2025 bearing on the instructions on the implementation of the Finance Laws, the monitoring and control of the execution of the budgets of the State and other public entities for the 2026 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 **Contracting Authority** 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 Contracting Authority is the addressee:

*M.....[to be specified]* with a copy addressed to the project 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)**

1. The Administrative Order to start execution shall be signed by the **Project Owner** and notified by the **Project Engineer**

2. Administrative Orders with financial incidence likely to modify the time-limits shall be signed by **Project Owner** and notified by the **project 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 **Project Engineer**

4. Administrative Orders serving as warnings shall be signed by the **Project Owner**.

5. The supplier 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: Supplier's equipment and staff: NA**

- 10% of the total amount of contract taxes exclusive shall be considered retained from the date of signature of the contract and shall serve as guarantee for Twelve (12) months at the end of which the retention fees will be paid after the final reception has been carried out by the Reception committee which must be sanctioned by a technical report from a technical reception committee to be put in place by the Contracting Authority, ascertaining the continuous functionality of the vehicles. Otherwise, part or the entire Retention fee will be used to carry out any major repairs for any breakdown during the guarantee period of One year
- The Contracting Authority shall within 30 days of provisional and final reception of the tractor and implements ensure that the supplier is paid following an official request from the supplier accompanied by a bill and updated administrative documents
- All 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)/AIR which is a deduction on company taxes;
- Registration duty 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 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, **exclusive of VAT**

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

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

The retention fund shall be set at **10 %** of the amount of the contract, **exclusive of VAT**.

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 contract

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 and Method of payment

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

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

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

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

Article 15: Price revision formulae (article 18 of GAC) :Not applicable

Article 16: Price updating formulae (article 18 of GAC) :Not applicable

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

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

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

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

**18.1.** Payment conditions:

Payments in this contract shall be

- **90% advance payment exclusive of VAT** after delivery and provisional acceptance of the tractor and implements.

### 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: **The Project Management Office of the North West development Authority (MIDENO) located along Ayaba Street, opposite Mansfield Plaza Hotel, Mankon-Bamenda**

24.2. The delivery deadline of the services forming the subject of this tender shall be: **Three (03) months from the date of notification to start supplies.**

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

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

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

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

26.1. **Packaging for transportation**

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

26.2. **Insurance**

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

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

This shall be the responsibility of the supplier. The cost shall be borne by the supplier.

- **The commissioning operation:** The one (1) Farm Tractor and implements (01 Harrow- 18Disc, 01 Plough -1 planter,1 Ridger, installation of a GPS tracker) for the Equipment Pool of MIDENO *before reception* shall be tested for proper functioning of all the systems
- **Technical documentation:** The supplier shall provide the Project owner with
  - 1 copy each of the User's Manual in English for the **one (1) Farm Tractor and implements ((01 Harrow-18Disc, 01 Plough -1 planter,1 Ridger, installation of a GPS tracker) for the Equipment Pool of MIDENO**
  - 1 copy each of parts catalogue in English for the **one (1) Farm Tractor and implements ((01 Harrow-18Disc, 01 Plough -1 planter,1 Ridger, installation of a GPS tracker) for the Equipment Pool of MIDENO**
  - One (1) complete tool box each for the **one (1) Farm Tractor and implements ((01 Harrow- 18Disc, 01 Plough -1 planter,1 Ridger, installation of a GPS tracker) for the Equipment Pool of MIDENO**
  - One (1) Spare tyre each for the **Farm Tractor and implements**

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

The supplier shall maintain an after-sales service in the Republic of Cameroon for a period of Twelve (12) months from the date of the provisional acceptance:

- A duly mandated permanent representative

- Repair workshops
- Qualified personnel capable of carrying out all the repairs necessary and regular servicing of the equipment for the smooth functioning of the equipment or accessories he supplied
- A sufficient stock of spare parts.

## CHAPTER IV: ACCEPTANCE

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

Within at least ten (10) days prior to the technical acceptance, the supplier shall forward to the Contracting Authority the following documents

- Certificate of guarantee by the manufacturer or supplier
- Certificate of origin

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

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

The Technical reception shall be carried out by a Technical Reception Committee to be put in place by a Decision from the Contracting Authority.

The Technical Reception Committee shall carry out the running and testing of the equipment to ensure that all the systems are functional and report to the Contracting Authority.

30.1. A Provisional Reception Commission shall be put in place by the Contracting Authority to provisionally receive the equipment comprising of the follow members:

1. The **Project Owner** or his representative (Chairman)
2. A representative from the Regional delegation of MINADER- NWR
3. A representative from the Regional delegation of MINMAP- NWR (As Observer)
4. The **Contract Manager**-Member
5. The Stores Accountant - MIDENO
6. Rapporteur: **Project Engineer – MIDENO**
7. The **contractor/Representative**

The Provisional Reception Committee shall examine the minutes of the technical reception and shall proceed to provisional acceptance of the supplies if there is need.

The minutes of provisional reception shall be signed on the spot by all the members of the Commission.

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

30.3. Partial acceptance is not applicable

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

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

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

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

- A copy of the original notification of contract award
- Original technical and provisional reception minutes

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

32.1 The guarantee period shall be **Twelve (12) months** to run from the date of the provisional acceptance of the supplies.

32.2 During the guarantee period, the supplier shall be bound to:

- Ensure the routine servicing of the equipment supplied
- Carry out regular minor repairs from damages due to normal usage of the equipment

**Article 33: Final Reception (Article 48 of GAC)**

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

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

The Committee shall examine the minutes of the technical reception and shall proceed to the final reception of the supplies if there is need

33.4. The joint signature of the final detailed account by the Contracting Authority and the supplier shall definitely end the contract

## CHAPTER V: SUNDRY CLAUSES

### Article 34: Termination of the contract

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

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

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

The supplier 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 supplier 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 supplier shall promptly notify MIDENO in writing of such condition and the causes thereof. Unless otherwise directed by MIDENO in writing, the supplier 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

Fifteen (15) 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 Contracting Authority. It shall enter into force as soon as it is notified to the supplier by the Contracting Authority.

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

**LIST OF SUPPLIES AND DELIVERY CALENDAR OF TRACTOR AND IMPLEMENTS**

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
1.0	MASSEY FERGUSON Tractor	1	U	MIDENO Head Office located along Ayaba Street, opposite Mansfield Plaza Hotel	three (03) Months from the date of notification to start supplies
2.0	Disc plough	1	U	MIDENO Head Office located along Ayaba Street, opposite Mansfield Plaza Hotel	three (03) Months from the date of notification to start supplies
3.0	Disc harrow	1	U	MIDENO Head Office located along Ayaba Street, opposite Mansfield Plaza Hotel	three (03) Months from the date of notification to start supplies
4.0	Ridger	1	U	MIDENO Head Office located along Ayaba Street, opposite Mansfield Plaza Hotel	three (03) Months from the date of notification to start supplies
5.0	Planter	1	U	MIDENO Head Office located along Ayaba Street, opposite Mansfield Plaza Hotel	three (03) Months from the date of notification to start supplies
6.0	Installation of a GPS tracker	1	u	MIDENO Head Office located along Ayaba Street, opposite Mansfield Plaza Hotel	three (03) Months from the date of notification to start supplies
	Training of key technical staff on the management and maintenance of the tractor and implements	-----			

**2.0 LIST OF ANCILLARY SERVICES TO THE TRACTOR & IMPLEMENTS AND EXECUTION CALENDAR**

Article No.	Description of service	Quantity	Physical unit	Site or place where the services have to be executed	Final date of execution of services
Three (3) Tractors and three (3) sets of tractor Implements	Establish Motor Registration Certificate	1	U	MIDENO Head Office located along Ayaba Street, opposite Mansfield Plaza Hotel	<i>Date of provisional Reception</i>
	CEMAC Number plate	1	U	<i>Idem</i>	<i>Idem</i>
	Provide current Windscreen license	1	U	<i>Idem</i>	<i>Idem</i>
	Running of engine and checking systems	1	U	<i>Idem</i>	<i>Idem</i>
	Copy of User's Manual in English	1	U	<i>Idem</i>	<i>Idem</i>
	Parts catalogue in English	1	U	<i>Idem</i>	<i>Idem</i>
	Supply Complete tool box	1	U	<i>Idem</i>	<i>Idem</i>
	Spare tyre	3	U	<i>Idem</i>	<i>Idem</i>
	Routine Servicing and minor repairs	<i>Within guarantee period of 6 months</i>	U	Bamenda and/or its environs	<i>At the end of 6 months guarantee period</i>

## 2.3 DETAIL TECHNICAL SPECIFICATIONS AND CHARACTERISTICS OF THE TRACTOR AND IMPLEMENTS

### 1. Technical Specifications

#### a. Tractor

- ❖ Tracteur agricole MASSEY FERGUSON, MF375 XTRA 4WDMF 375-75HP (BS)
- ❖ 4 Cylinder Diesel Engine 4.1 litre Tier 0 Vertical Exhaust Sedimentor
- ❖ Oil Bath Air Cleaner Overbonnet Centrifugal Precleaner

#### TRANSMISSION

- ❖ 8/2 Manual Gearbox - Nominal 30kph 10 x 12 " Dual Clutch Speedchart in KPH

#### HYDRAULIC FLOW

- ❖ Standard Flow
- ❖ Hydraulic Pump

#### BRAKES

- ❖ Mechanical Oil Cooled Disc Brakes Hand Operated Parking Brake HITCH & LINKAGE
- ❖ 3 Pt Hydraulic Linkage, Cat 2 Fixed Ball End Lower Links Trailer Tipping Pipe
- ❖ External Chain Linkage Stabilisers with Check Chains Swinging Drawbar-Heavy Duty

#### FRONT & REAR AXLE

- ❖ 4WD Standard Front Axle with Limited Slip Differential Wide Normal Duty Rear Axle with Differential Unit

#### PTO

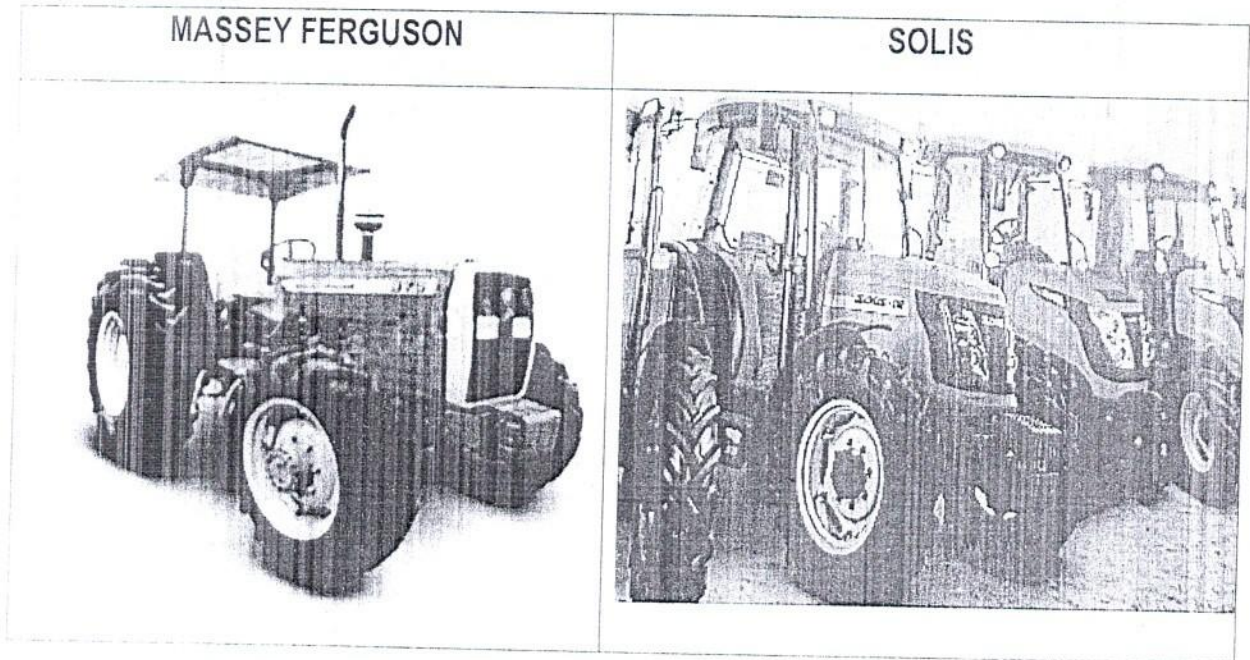
- ❖ Live Single Speed PTO 540 rpm 6 Spline Shaft Fitted WEIGHTS 8 x 25 Kg Front Weights

#### WHEELS / TYRES & FENDERS

- ❖ Standard front tyres Standard rear tyres.
- ❖ 7.50-16 (6PR) Pressed wheels
- ❖ 16.9 / 14 30 (6PR) Pressed wheels

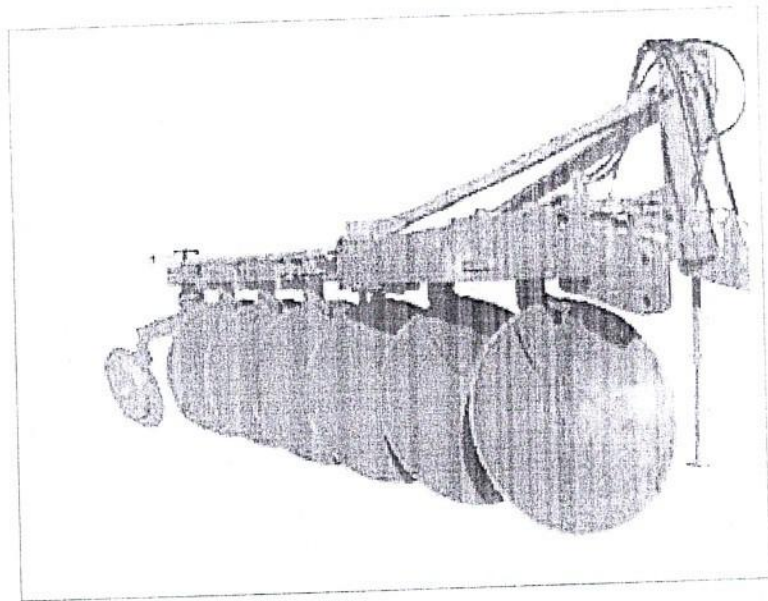
## OPERATOR ENVIRONMENT

- ❖ Fixed Steering Column
- ❖ Mechanical Spring Suspension Seat Slide Adjust Footstep Hydrostatic Steering Sun Canopy
- ❖ Analogue Instrument Panel 2 Post ' Field Folding ' Safety Frame Seat Belt Flat
- ❖ Top Rear Fenders Pendant Pedals



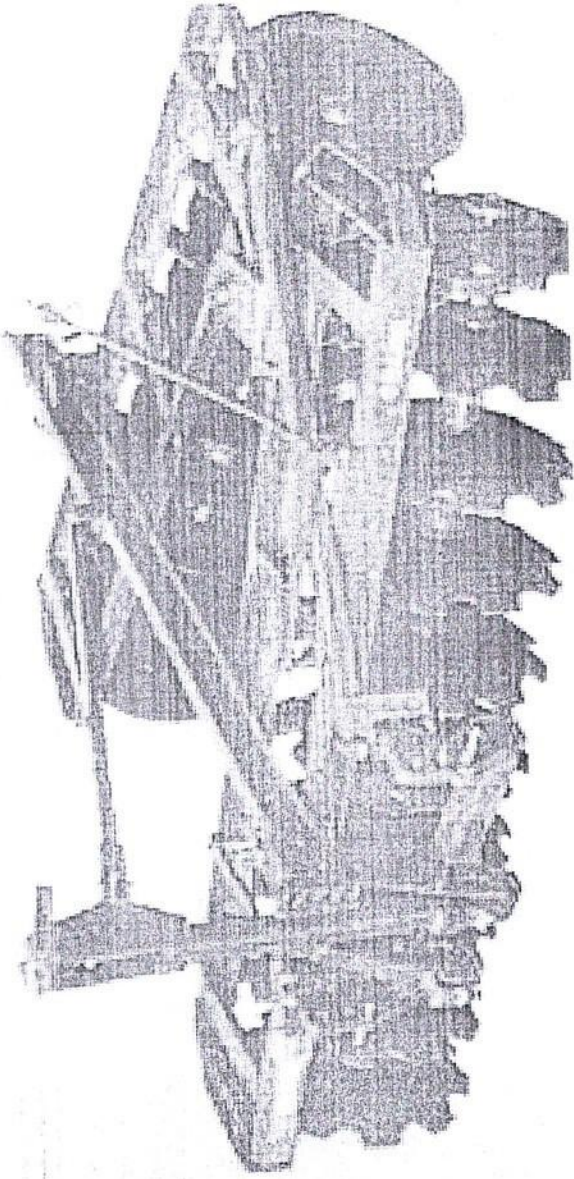
### b. Plough

Model name	No of discs	Mounted Cat	Height	Type of disc	Disc diameter	Distance between disc	Width of cut	Bearing hub	Weight (Kg Approx)	Tractor power
Disc plough SL-DP-04	4	Cat II	1133.5	plain	660X 6 Boron steel	570	1100-1150	4	497	85-90

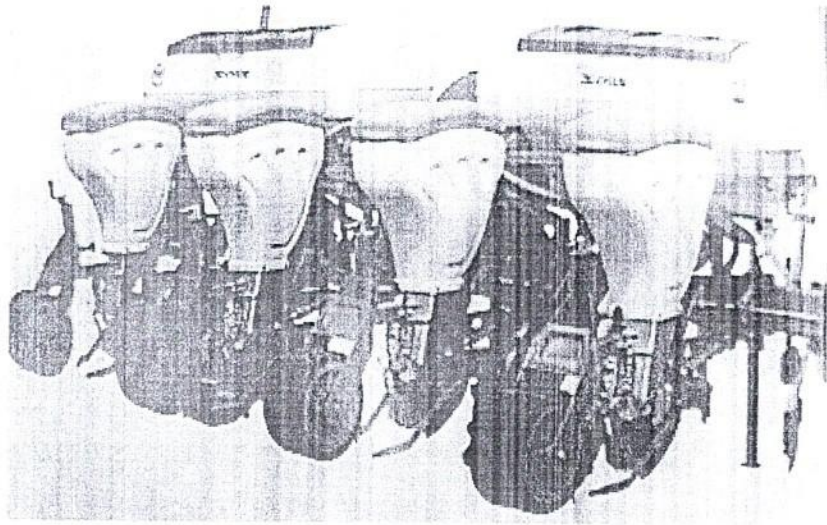


C. Harrow

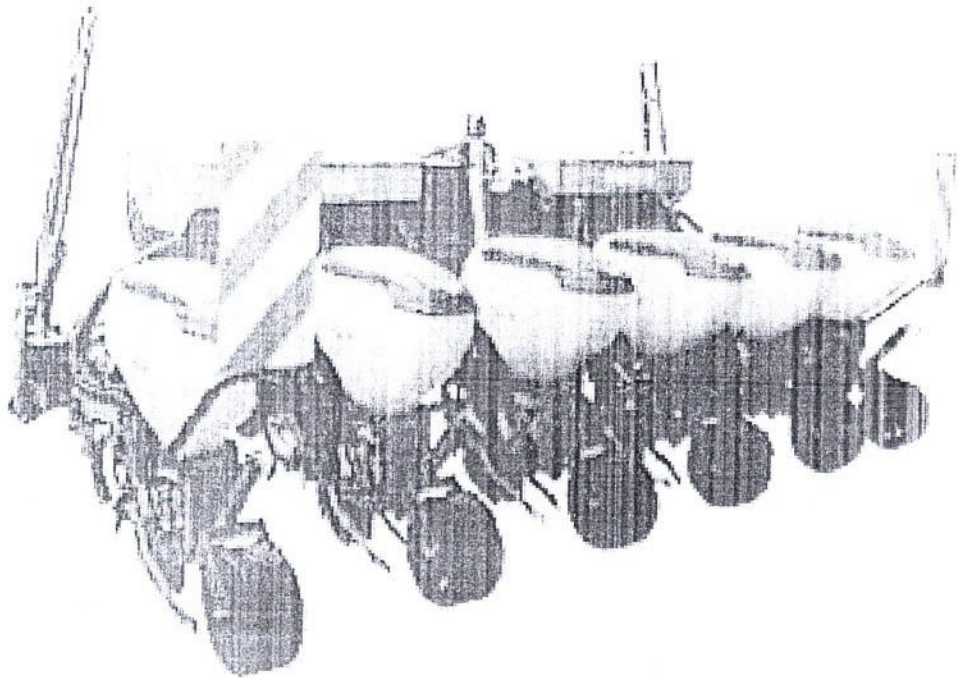
Model name	Frame (mm)	Gang bold/axle type (mm)	No of disc	Type of disc	Disc diameter	Disc spacing (mm)	Bearing hubs	Weight (kg. approx.)	Oil seal	Tractor power
Mounted offset disc harrow	75 X 10 angle frame with 100 X 50 front channel	31.5 (solid Sq. Rod)	20	Notched disc front gang and plain disc in rear gang	560	228	8	615		75+



*Mounted offset disc harrow*

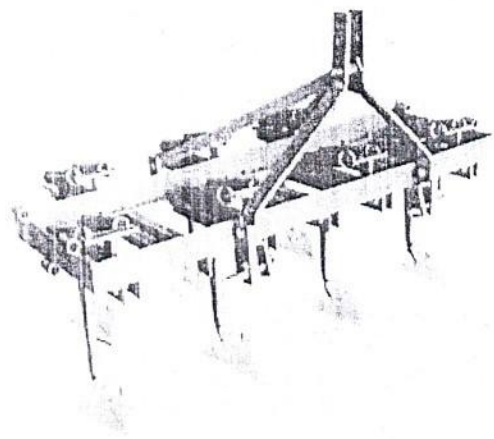


OR



d. Ridger

Model name		Frame (mm)	Tyne	No of furrows	Linkage 3 points	Weight (kg. approx.)	Tractor power
Cultivator medium/heavy duty	SL-CL-MH15	100 X 50 front (channel)	50 X 25	3 or 4	50X16 (rear) 65X16 (front)	520	75+



e. Pneumatic planter to sow grains

Model name	Row unit type	Seeding elements	Frame size	Working width	Adjustable inter row distance	Tyre size	Row markers	Power requirement	Weight (kg)
SL-PP-8	Disc type	8	5600	250	45-75	6.5X15	Double hydraulic marker	100	965

SCHEDULE OF UNIT PRICES

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

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

Signature .....[Insert signature],

Date.....[Insert date]:

**DOCUMENT NO. 07: DETAILED ESTIMATES**

Detailed estimates

Nº	Designation	Unit	Qty	UP	TPEVAT
<b>Total EVAT</b>					
VAT (19.25%)					
AIR (....%)					
<b>Total inclusive of all taxes</b>					

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°	Designation	Cost price	Transportation	Cost of Order	Delivery fees	Margin	Unit price EVAT

Option N° 2

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

Bidder's name [insert name],

Signature [insert signature],

Date [insert date]

DOCUMENT NO. 09: MODEL DOCUMENTS

TABLE OF MODEL DOCUMENTS

Annex No. 1: model tender

Annex No. 2: Model bid Bond

Annex No. 3: Model final Bond

Annex No. 5: Model performance Bond

Annex No. 6: Model authorization from manufacturer

**ANNEX No. 1: MODEL TENDER**

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

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

- Having taken cognisance of all the documents featured or mentioned in the Tender File including the addenda of No.....[*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 lot No.....at.....[*in figures and words*] CFA francs exclusive of VAT and at .....CFA francs inclusive of all taxes. [*In figures and words*].
- I pledge to deliver the supplies within a deadline of.....months.
- In addition I pledge to maintain my bid for[*indicate duration of validity, in principle 90 days*] from the deadline of submission of tenders.

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

The Administrator 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° 2: MODEL BID BOND

Addressed to [indicate the Contracting Authority and his address] "Contracting Authority"

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

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

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

The conditions of this commitment are as follows:

If the bidder retires 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 the 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. 3: MODEL FINAL BOND**

Bank.....

Reference of the bond: No.....

Addressed to [indicate the contracting Authority and his address] Cameroon, hereinafter referred to as the "Contracting Authority"

Whereas.....[name and address of Supplier], hereafter referred to as "the Supplier", 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 Supplier 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 Supplier 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 Supplier has not satisfied his contractual commitments within the meaning of the contract, without being able to defer the payment nor raise any contests for whatever reason, any sum up to the sum of.....[in figures and words] .

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

This final bond shall enter into force as soon as it is signed and as soon as the Project Owner notifies the Supplier 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 No. 5: MODEL RETENTION FUND

Bank.....

Reference of the guarantee: No.....

Addressed to [Indicate the Project Owner]

[Address of Project Owner]

Hereinafter referred to as "the Project Owner"

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

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

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

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

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

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

Contracting Authority 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 Contracting Authority within a maximum deadline of eight (8) weeks upon his simple written request declaring that the Supplier has not fulfilled his contractual obligations or is indebted to the Contracting Authority 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 Contracting Authority 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 Contracting Authority.

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

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

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

Signed and authenticated by the bank

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

[Signature of the bank]

**ANNEX N° 6: MODEL OF MANUFACTURER'S AUTHORISATION**

[The bidder requests the manufacturer to prepare this letter in conformity with the indications given. This letter of authorization must be on the manufacturer's letter head and must be signed by a person duly mandated to sign documents which commit the manufacturer. The bidder should include this letter in his tender, if so required by the Tender File]

Date [insert the date, (day, month, year) of submission offender]

IT N° ..... of ..... [Insert references of Invitation to tender]

Variant No.: [insert the identification number if this tender is proposed for a variant]

To: [Insert full name of Contracting Authority]

**WHEREAS:**

[Insert full name of manufacturer] are reputed manufacturer of [indicate the supplies produced] having our factory at [indicate the full address]

We hereby authorize [indicate the full name of the bidder] to present a tender and possibly sign a contract with you for the Invitation to Tender No.....[insert the references of the invitation to tender] for the supplies manufactured by us.

We confirm all our guarantees and are guarantors in accordance with the Tender File for the supplies bided above for this invitation to tender.

Name [insert the full name of the signatory of the authorization] In the capacity of

Signature [insert the signature]

Duly mandated to sign the capacitation for and on behalf of [insert manufacturer's full

Done on .....day of.....

[Insert, date of signature]

DOCUMENT NO. 10: MODEL CONTRACT

REPUBLIQUE DU CAMEROON

REPUBLIC OF CAMEROON

Paix- Travail- Patrie

Peace - Work- Fatherland

[Indiquer le Maitre d'Ouvrage][Indicate the Contracting Authority]

ANNEX NO. 7

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]

IAT	
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 Contracting Authority",

**On the one hand**

And

-----COMPANY

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

Business Registry N° -----A

Taxpayer's N°.....

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

**On the other hand**

It has been agreed and settled as follows:

**SUMMARY**

Part I: Special Administrative Conditions (SAC)

Part II: Description of supplies

Part III: Price Schedule

Part IV; Detailed estimates

Part V: Delivery calendar

**PAGE AND LAST PAGE OF 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]

<b>Read and accepted by the contractor</b>  (place of signature) -----(date)
<b>Signature of Contracting Authority</b>  (place of signature)----- (date)
<b>Registration</b>

DOCUMENT NO. 12: 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

1) PRELIMINARY EXAMINATION OF BIDS USING ELIMINATORY CRITERIA FOR OPEN NATIONAL INVITATION TO TENDER N° .....RNIT/MIDENO/MTTB/13/84/2026  
 OF ..... FOR THE SUPPLY OF ONE (1) TRACTOR AND IMPLEMENTS THROUGH MUTUAL AGREEMENT PROCEDURE

DATE:.....

SN	Essential Criteria	Sub Criteria	Bidder 1:		Bidder 2:		Bidder 3:	
			Yes/No	Observations	Yes/No	Observations	Yes/No	Observations
1.0	Representation /submission of bid	Sealing and marking of bids (Outer envelope addressed as required) Number of copies submitted (7, 1 original and 6 copies)						
		Bids signed by Competent Authority						
		All bids typed with indelible ink						
		Bid submitted on time						
2.0	Administrative Documents (Complete or incomplete)	Representation of the declaration of the intention to tender, stamped with fiscal stamp and signed by bidder (according to the attached model)						
		Certified copy of Certificate of Incorporation not more than 3 months old						
		Certified copy of Certificate of Incorporation not more than 3 months old						
		Original copy of Attestation of Non-bankruptcy/Solvency obtainable from the Court not more than three (3) months preceding the date of submission of bids						
		Certified copy of Tax Payer's card not more than 3 months old						

<p>Original Certificate of Deposit Account Issued by a Foreign bank approved by the Ministry in charge of finance</p>	
<p>Attestation of tax conformity stating that the bidder has met all the statutory declarations in issues of taxes in the current financial year obtainable from the Taxation Department and not more than three months old</p>	
<p>Certified copy of attestation of localization and location plan not more than 3 months old</p>	
<p>Original CNPS clearance certificate not more than 3 months old and issued for the Assignment</p>	
<p>Original receipt of payment for bidding documents</p>	
<p>Original Certificate of non-exclusion from Public Contracts by ARMP not more than 3 months old and issued for the Assignment</p>	
<p>Bid bond of an amount of <b>1,592,000 fcfa</b> and valid for thirty (30) days beyond the validity of the bids The stamped hand endorsed bid bond according to the attached model for the sum of <b>One million five hundred and ninety two thousand (1,592,000) 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>Annex 10</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</p>	

	on behalf of the group/joint venture.								
	Group Agreement in case of Joint Venture								
	Power of Attorney in case of Joint Venture								

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

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

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

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

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

(III) EVALUATION OF TECHNICAL PROPOSAL USING ESSENTIAL CRITERIA FOR RESTRICTED NATIONAL INVITATION TO TENDER N°  
 JRN/T/MAIDENO/MTB/13/24/2026 OF ..... FOR THE SUPPLY OF ONE (1) TRACTOR AND IMPLEMENTS THROUGH MUTUAL AGREEMENT PROCEDURE  
 DATE.....

SN	Title:	BIDDER 1:		BIDDER 2:	
		Score (Yes/No)	Observations	Score (Yes/No)	Observations
	<b>NAME OF BIDDERS</b>				
	<b>Sub Criteria</b> .....				
1	Full presentation of the firm				
2	Specific Experience of supplier in same or similar services of not less than 3 years with proofs				
3	Conformity of supply to technical specifications and standards in the Tender document with written proofs (prospectuses, photos etc.)				
4	Delivery schedule of 3 months				
5	Origin of supplies/quotations indicated with proofs				
6	Availability of spare part/Accessories with proofs				
7	Availability of local technical capacity and equipment for repairs and routine maintenance/After-sales services with proofs.(photos, etc)				
8	Manufacturer's Authorization/Supplier's references to manufacture, assemble or distribute the equipment				
9	Special Administrative Conditions (SAC) and Technical Specifications (TS) duly initiated and signed on the last page by the duly mandated representative of the supplier				
	<b>Total</b>				

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

GENERAL OBSERVATIONS:

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 OFFERS FOR RESTRICTED NATIONAL INVITATION TO TENDER N° ...../RNIT/MIDENQ/MITB/13/84/2026 OF ..... FOR THE  
 SUPPLY OF ONE (1) TRACTOR AND IMPLEMENTS THROUGH MUTUAL AGREEMENT PROCEDURE  
 DATE.....

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

PROPOSALS 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.....