DOCUMENT No. 1
TENDER NOTICE

TENDER NOTICE

URGENT OPEN INTERNATIONAL INVITATION TO TENDER No. 013/CDC/GBM/I.T.B/26 FOR THE SUPPLY OF IRRIGATION AND ELECTRICAL MATERIALS FOR CDC GROUP BANANA DEPARTMENT OF 24/8/26

Tel.: 23333 22 51, Fax: 23333 26 80.
Website: www.cdc-cameroon.com

FINANCED BY CDC 2021 BUDGET

Article 1: SUBJECT OF THE INVITATION TO TENDER:

The General Manager of the Cameroon Development Corporation launches an Urgent Open International Invitation to Tender for the supply of Irrigation and Electrical Materials for CDC Group Banana Department.

Article 2: NATURE OF THE SERVICES:

The nature of the services involves the Supply, transportation and handling of the Irrigation Materials as specified in the Technical Specifications in Doc 5 as per the following lots;

LOT	DESCRIPTION
1	Supply of Irrigation materials
2	Supply of Electrical Materials

Article 3: EXECUTION PERIOD:

The duration of execution of the supplies shall be within **120 days CIF Douala** for International bidders from the date of notification of the letter of credit and **130 days** delivery to the CDC Supplies Department Tiko for Local bidders from the date of notification of the services order to commence

Article 4: ESTIMATED BUDGET FOR THE SUPPLIES:

The estimated budgets for the supplies are as follows;

LOT	DESCRIPTION	ESTIMATED BUDGET (FCFA)TTC
1	Supply of Irrigation Materials	**110, 102,094**
2	Supply of Electrical Materials	**22, 079,138**
	Total	**132,181,232**

Article 5: PARTICIPATION:

This urgent National Invitation to Tender is open to Enterprises with experience in the supply of the above materials.

Article 6: FINANCING:

The Supplies of the above shall be financed by the CDC 2026 Budget.

Article 7: CONSULTATION AND ACQUISITION OF TENDER FILE:

Interested Bidders can consult the Tender Documents on the CDC website at www.cdc-cameroon.com , or at the General Manager's Office (Room 209), CDC Head Office Bota – Limbe, South West Region Cameroon during working hours (7.30 a.m to 4 p.m) Mondays to Fridays as from **24/8/26** Bidders shall be expected to pay a non-refundable fixed sum of **108,250 FCFA** for the Tender to the ARMP **Special Account No. 9756866000-1-28 with BICEC.**

Article 8: PLACE, DATE AND TIME FOR SUBMISSION OF BIDS:

Complete offers written in either English or French and in **SEVEN (7)** copies (One Original and **SIX Copies)** sealed in an envelope shall be deposited at the General Manager's Office (Room 208), CDC Head Office Bota – Limbe on or before the **15/9/26** at **1:00 pm** Local time or by Registered mail to Cameroon Development Corporation.

The sealed envelope should carry the inscription:

URGENT OPEN NATIONAL INVITATION TO TENDER No. 013/CDC/GBM/I.T.B/26 FOR THE SUPPLY OF IRRIGATION AND ELECTRICAL MATERIALS FOR CDC GROUP BANANA DEPARTMENT OF 24/8/26

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

Article 9: TENDER GUARANTEE:

Bidders shall provide Bid Bonds issued by a Commercial Bank or Financial Institution authorised to issue Bid Bonds for Public Contracts as per the list in Doc. 11 as follows;

Lot	Amount FCFA
Lot One	1,101,020
LOT two	220,790

The Bid Bonds shall have a validity period of **120 days** from the date the bids are opened. Also, bidders should include the receipt from the body in charge of deposits and Guarantees (CDEC) alongside the bid bond.

Bids that do not conform with this Invitation to Tender and the Tender Documents shall be rejected.

Article 10: PLACE, DATE AND TIME FOR OPENING OF BIDS:

The Bid Opening session shall take place at the Internal Tenders Board Office opposite CDC Head office Bota-Limbe on the **15/9/26** at **2:00pm** local time in the presence of the Bidders or their duly mandated representatives. Only one Representative per bidder is allowed.

Article 11: MAIN ELIMINATION CRITERIA:

Bids shall be rejected when:

- There is Absence of an Administrative document after 48hours of bid opening.
- There is incomplete Technical/ Financial Offers
- They have falsified documents or False Declarations
- There is non conformity of an administrative document 48hrs after Bid opening
- There is absence of Bid Bond alongside CEDEC receipt.
- They do not conform to the Technical Specifications

Article 12: MAIN QUALIFICATION CRITERIA:

Bidders shall respond clearly by YES or NO to the criteria set below.

	CRITERIA	**EVALUATION**	
		YES	NO
a	- Attestation of solvency at least 50% of financial offer (from a commercial bank for national bidders and from a first class International bank for international bidders)		
b	**-** Supplier's references (1 justified reference for similar supplies). Justification should be the first and last pages of the signed contract/jobbing order, reception certificate and proof of payment) executed with the last 5years		
c	- The duration of execution of the supplies shall be as follows; **120 days CIF Douala** for International bidders from the date of notification of the letter of credit. **130 days** delivery to the CDC Supplies Department Tiko for Local bidders from the date of notification of the services order to commence.		
d	Guarantee Period of 1year for Irrigation Materials		
e	Catalogue of the items for Irrigation Materials		

NB: The non-respect of any of the above criteria shall result to the elimination of the offer.

Article 13: MAXIMUM NUMBER OF LOTS WHICH A BIDDER CAN WIN:

Bidders are allowed to Tender for more than one lot but can win only one lot

Article 14: VALIDITY OF OFFERS:

Bidders shall remain committed to their offers for a period of **NINETY (90) Days** from the date of bid opening.

Article 15: COMPLEMENTARY INFORMATION:

For further complementary information, Bidders should contact the Group Banana Manager, CDC Tiko, Tel: +237 699 532 697 or through email: **kuvedonald@cdc-cameroon.com**

DONE AT BOTA, THIS -------------------------------------

FRANKLIN NGONI NJIE
GENERAL MANAGER

Copies: - Minister Delegate at the Presidency of the Republic in charge of Public Contracts,
- ARMP, Chairperson of the CDC Tenders Board, CDC Notice board
- Contracts Manager

DOCUMENT NO. 2:
GENERAL REGULATIONS OF THE INVITATION TO TENDER

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GENERAL RULES OF THE INVITATION TO TENDER

A. GENERAL PROVISIONS

ARTICLE 1: SCOPE OF THE TENDER

1.1 The General Manager of CDC launches an Urgent Open National Invitation to Tender for the supply of Irrigation and Electrical Materials for CDC Group Banana Department.

1.2 The successful bidder must complete the Supplies within the time- limit indicated in the Special Regulations of this invitation to tender and which time-limit runs from the date of notification of the Service Order to Commence Supplies.

1.3 In this Tender File, the terms "Contracting Authority" shall be General Manager of the CDC and the term "day" means a calendar day.

ARTICLE 2: FINANCING

The source of financing of the supplies shall be CDC 2026 Budget.

ARTICLE 3: FRAUD AND CORRUPTION

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

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

i) Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;

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

iii) "collusive practices" mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition;

iv) and "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.

ARTICLE 4: CANDIDATES ALLOWED TO COMPETE

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

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

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

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

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

ii) presents more than one offer within the context of invitation to tender, except authorised variants according to article 18, where need be; meanwhile, this does not prevent the participation of sub-suppliers in more than one offer.

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

(d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority.

ARTICLE 5: SUPPLIES OF MATERIALS AND AUTHORISED SERVICES

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

5.2 Within the meaning of Article 5(1) above, the term Supplies shall amongst other designate the goods, packaging as defined in the Special Regulation of the invitation to Tender.

5.3 Within the meaning of Art. 5.1 above, the term "origin" shall designate the place where the goods are extracted, produced, manufactured and from where the services originate and services shall amongst others include; Insurance, Handling Transportation, etc, etc.

ARTICLE 6: QUALIFICATION OF BIDDER

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

(a) Submit a power of attorney making the signatory of the offer bound by the offer; and

(b) Update the information included in their request for pre-qualification which may have changed (or provide this information, in case of open invitation to tender).

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

(i) Access to a credit line or availability of other sources of funding; considering the scope of the services, the production of recent balance sheets and turnovers may be required;

(ii) Orders acquired and contracts awarded;

(iii) Pending litigations; and

(iv) Availability of indispensable stock.

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

(a) The offer must include all the information listed in article 6(1) above;

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

(c) The nature of the group (joint or several) must be specified 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 regard to the execution of the Contract.

(e) In case of joint co-contracting, the co-suppliers shall share the sums which are paid by the Contracting Authority into a single account; on the other hand, each undertaking is paid in its own account by the Contracting Authority where it is several co-contracting.

6.3 Bidders must equally present sufficiently detailed proposals to demonstrate that they conform with 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 of suppliers and specifies the terms of the contract. Besides the addendum (addenda) published in accordance with article 9 of the General Regulations of the invitation to tender, it includes the following documents:

a. The Tender Notice;

b. The General Regulations of the invitation to tender;
c. The Special Regulations of the invitation to tender;
d. Model contract;
e. The Special Administrative Conditions;
f. The Special Technical Conditions;
g. The bill of quantities and cost estimates;
h. Model Forms
    i) Model tender letter;
    ii) Model Tender guarantee
    iii) Model Performance guarantee
    iv) Model of guaranttee of start-off advance
    v) Model of retention guarantee
i. List of banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue Guaranttees to Local Bidders.

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

ARTICLE 8: CLARIFICATIONS ON THE TENDER FILE

8.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (fax or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the invitation to tender. The Contracting Authority shall reply in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of offers.

A copy of the Contracting Authority's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought a Tender File.

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

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

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

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

ARTICLE 9: AMENDMENT OF THE TENDER FILE

9.1 The Contracting Authority may at any moment, prior to the deadline for the submission of offers 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 8.1 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 the Contracting Authority.

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

C PREPARATION OF OFFERS

ARTICLE 10: COST OF TENDER

The candidate shall bear the costs related to the preparation and presentation of his offer and the Contracting Authority shall in no case be responsible for this cost nor pay for it whatever the evolution or outcome of the invitation to tender procedure.

ARTICLE 11: LANGUAGE OF OFFER

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

ARTICLE 12: DOCUMENTS OF THE OFFER

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

a. **VOLUME 1: ADMINISTRATIVE FILE**

It includes:

i) All documents attesting that the bidder:
   - has subscribed to all declarations provided for by the laws and regulations;

- 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 laws in force;

ii) The Tender guaranttee established in accordance with the provisions of Article 19 of the General Regulations of the invitation to tender;

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

b. **VOLUME 2: TECHNICAL OFFER**

b.1 Information on qualifications

The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Conditions of the invitation to tender.

b.2 Methodology

The Special Regulations of the invitation to tender specifies the constituent elements of the technical offer of the bidders especially: a methodological statement on an analysis of the characteristics of the items to be supplied, their performances and references. The prospectus and any other manual relating to the items shall be included in the offer. The methodology should also specify the schedule of delivery the bidder intends to use for the execution of the supplies.

b.3 Proof of acceptance of conditions of the contract

The bidder shall submit duly initialled copies of administrative and technical documents relating to the contract, namely:
1. The Special Administrative Conditions (SAC);
2. The Special Technical Conditions (STC).

c. **VOLUME 3: FINANCIAL OFFER**

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

1 Hard copy of duly filled detailed Bill of Quantities/Cost estimates.
2 Electronic copy of duly filled detailed Bill of Quantity/cost Estimates.

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(1) of the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

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

ARTICLE 13: CONTRACT AMOUNT

13.1 The contract amount shall be as found in the price schedule and bill of quantities/cost estimates.

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

13.3 The Bidder's offer shall take into consideration all taxes, dues and related cost such as transportation; Insurance; etc before making their financial offers.

13.4 The prices offered shall be firm and closed except in the situation where there is provision for price revision and/or updating. Any offer with price revision or updating that is not provided for the by the Special Regulations and the Special Administrative Clauses shall be out rightly rejected for non conformity as per the Special Regulations.

13.5 Where the offer consists of more than one lot, the prices offered per lot shall correspond to the totality of the items and quantities of each item. Where the bidder proposes a rebate in the event where he is awarded more than one lot, such rebates shall indicate the group of lots concerned. This is only possible where the lots are opened on the same moment.

ARTICLE 14: CURRENCY OF OFFER AND PAYMENT

14.1: The amount of the offer shall be entirely made in the national currency Franc CFA if the suppliers are from Cameroon and in Euro if the suppliers are from abroad.

ARTICLE 15: DOCUMENTS ATTESTING THE ELIGIBILITY OF THE BIDDER

Bidders shall furnish as an integral part of his offer the relevant documents showing that he satisfies the conditions as provided for in Article 4 above.

ARTICLE 16: DOCUMENTS ATTESTING THE ADMISSIBILITY OF SUPPLIES

16.1: In applying the provisions of Article 5 above the Bidder shall furnish as an integral part of his offer all relevant documents to show that the supplies satisfy the conditions and regulations of the manufacturing country.

16.2: These documents shall consist of;

a) A declaration on the country of origin of the supplies,

b) A certificate of origin of the supplies at the time of shipment.

ARTICLE 17: DOCUMENTS ATTESTING THE CONFORMITY OF THE SUPPLIES

17.1: To establish that the items to be supplied conforms with the Technical Specifications, the Bidder shall furnish in writing proof that all the items he intends to supply conform to and meet up with the required standards as found in the Technical Specifications.

17.2: Such proof can come from the prospectus, designs, etc and shall consist of a detailed description of the principal technical characteristics and performance of the items to be supplied.

17.3: The Bidder shall also furnish a detailed list of;

a) References and catalogues

b) Any other relevant document and /or information.

17.4: The Bidder shall also indicate the standards applicable to the methods of execution of such supplies. Such standards amongst other shall make reference to the make, catalogue as specified by the Tender Documents, schedule of delivery and technical specifications.

However, the bidder can substitute the make and model, catalogue, etc of the items as requested by the Contracting Authority. Such substitute shall satisfy the needs of the Contracting Authority in terms of quality, and technical specification and performance.

ARTICLE 18: DOCUMENTS ATTESTING THE QUALIFICATION OF THE BIDDER

The documents attesting that the bidder is qualified to execute the contract shall amongst others include;

a Where the Special Administrative Conditions stipulate, the bidder who does not produce shall show written proof that he has the authority of the producer to market and distribute same in the Republic of Cameroon.

b That the bidder has the financial and technical capacity to execute the contract.

c Where the bidder is not domiciled in the Republic of Cameroon, and in the event where the contract is awarded him, he shall be represented by a Cameroonian based Enterprise with the requisite capacity (both technical and financial) to ensure and maintenance essential Stock of the items.

d That the bidder has the requisite experience in the execution of such supplies.

ARTICLE 19: TENDER GUARANTTEE

19.1 In application of Article 12 of the General Regulations, the bidder shall furnish a Tender guarantee of the amount specified in the Special Regulations and which Tender guarantee shall be an integral part of his offer.

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

19.3 Any offer without an acceptable Tender guarantee shall be rejected by the Tenders Board for none conformity. The Tender guarantee of associated enterprises must be established in the name of the group submitting the offer and mention each member of the associated grouping.

19.4 The Tender guarantees of bidders who are not retained shall be returned within fifteen (15) days after publication of the results.

19.5 The Tender guarantee of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required Performance guarantee.

19.6 The Tender guarantee may be seized:

a) if the bidder withdraws his offer during the period of validity;

b) Do not accept the correction of errors in application of Article 32.

c) if the retained bidder:

i) fails in his obligation to subscribe to the contract in application of Article 42 of the General Regulations;

ii) fails in his obligation to furnish the required Performance guarantee in application of Article 43 of the General Regulations.

ARTICLE 20: VALIDITY OF OFFERS

20.1 Offers must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in in conformity with the Special Regulations. An offer valid for a shorter period shall be rejected by the Contracting Authority for none conformity.

20.2 Under exceptional circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the Tender guarantee provided for in article 19 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his offer without losing his Tender guarantee. A bidder who consents to an extension shall not be asked to modify his offer nor shall he be authorised to do so.

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

ARTICLE 21: FORM AND SIGNATURE OF OFFER

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

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

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

D. SUBMISSION OF OFFERS

ARTICLE 22: SEALING AND MARKING OF OFFERS

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

22.2 The external and internal envelopes:

a) should be addressed to the Contracting Authority at the address indicated in the Special Regulations;

b) should bear the subject of the supplies and the number of the tender as indicated in the Special Regulations and bear the inscription "**TO BE OPENED ONLY ON THE DAY AND AT THE TIME FIXED FOR THE OPENING OF BIDS"** as specified in the Special Regulations.

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

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

ARTICLE 23: DATE AND TIME-LIMIT FOR SUBMISSION OF OFFERS

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

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

ARTICLE 24: LATE OFFERS

Any offer received by the Contracting Authority beyond the deadline for the submission of offers in accordance with Article 23 of the General Regulations shall be declared late and consequently rejected.

ARTICLE 25: MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF OFFERS

25.1 A bidder may modify or withdraw his offer after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the offers. The said notification must be signed by an authorised representative in application of Article 20(2) of the General Regulations. The modification or the corresponding replacement offer must be attached to the written notification. As the case may be, the envelopes must bear the inscription

"WITHDRAWAL", and "REPLACEMENT OFFER" or "MODIFICATION".

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

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

25.4 No offer may be withdrawn during the interval between the submission of offers and the expiry of the validity of offers specified by the model tender. The withdrawal of an offer by a bidder during this interval may lead to the confiscation of the Tender guarantee in accordance with the provisions of Article 19(6) of the General Regulations.

E. OPENING OF BIDS AND EVALUATION OF OFFERS

ARTICLE 26: OPENING OF BIDS AND PETITIONS

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

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

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

26.4 Offers and modifications received in accordance with the provisions of article 25 of the General Regulations which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason shall not be submitted for evaluation.

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

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

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

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 CHARACTER OF THE PROCEDURE

27.1 No information relating to the examination, clarification, evaluation and comparison of offers and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders nor to any person concerned with the said procedure before the announcement of the award.

27.2 Any attempt by a bidder to influence the Evaluation sub-committee of bids or the Contracting Authority in his award decision may cause the rejection of his offer.

27.3 Notwithstanding the provisions of paragraph 26.2, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact the Contracting Authority for reasons pertaining to his offer, he may do so in writing.

ARTICLE 28: CLARIFICATIONS ON THE OFFERS AND CONTACT WITH THE CONTRACTING AUTHORITY

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

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

ARTICLE 29: CONFORMITY OF OFFERS

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

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

29.3 An offer that conforms to the Tender File shall essentially be an offer that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:

i) which substantially limits the scope, quality or realisation of the supplies;

ii) 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

iii) whose correction would unjustly affect the competitiveness of the other bidders who presented offers that essentially conformed with the Tender File.

29.4 If an offer is essentially not in conformity it shall be rejected by the Tenders Board and such a decision can not be reversed.

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

ARTICLE 30: EVALUATION OF TECHNICAL OFFERS

30.1 The Evaluation sub-committee shall examine technical offers to confirm that the bidder has respected all the conditions specified in the Special Regulation of the Tender and the Special Administrative Clauses without much divergence.

30.2 The Evaluation sub-committee shall evaluate the technical offers in conformity with the provisions of Article 17 of the General regulation of the Tender in order to ensure that the stipulations of the Bill of Quantities/cost estimates, the Schedule of delivery and the Technical Specification are substantially respected.

30.3 Where the Evaluation sub-committee after evaluation find an offer that does not conform as per the Article 29 above, it shall recommend that the Tender's Board should reject such an offer.

ARTICLE 31: QUALIFICATION OF THE BIDDER

The Evaluation sub-committee shall ensure that the successful bidder, who has an offer substantially in conformity with the provisions of the Tender File, fulfils the qualification criteria stipulated in Article 6 of the Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

ARTICLE 32: CORRECTION OF ERRORS

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

(a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.

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

(c) where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

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

32.3 If the bidder who presented the lowest bid refuses the correction thus carried out, his offer shall be rejected and the Tender guarantee may be seized.

ARTICLE 33: CONVERSION TO SINGLE CURRENCY

a) To facilitate comparative analysis of bidders, the analysis sub committee shall convert foreign currency into FCFA

b) The conversion shall use the BEAC exchange rate as of the latest date fixed for submission of offers as stipulated in the special regulations of the invitation to Tender.

ARTICLE 34: EVALUATION OF OFFERS AT THE FINANCIAL LEVEL

34.1 Only offers considered as being in conformity, as per the provisions of Articles 29, 30 and 31 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.

34.2 By evaluating the offers, the Evaluation Sub-committee shall determine for each offer the evaluated amount of the offer by rectifying the amount as follows:

a) The financial offers as per the Special Regulations.
b) By correcting any possible error in the price as found in the Bill of Quantities/cost estimates in accordance with the provisions of Article 32 of the General Regulations
c) By taking into consideration all rebates given in the Bill of Quantities/cost estimates.
d) By taking into consideration the margin of national preference in application of Article 35 of the General regulations of the invitation to Tender.

34.3 In evaluation of the financial offers, the sub-committee shall apart from the prices offered, take into consideration, elements pertaining to Technical characteristics, performance and condition of the sales. It shall not take into consideration:

a) Taxes on sales and or similar taxes imputed on the amount of the supplies.
b) Customs and excise or similar duties imputed on imported or goods to be imported.
c) Customs and excise duties, taxes on sales or similar taxes imputed on services related to the supplies in the event of the award of the contract.
d) Price revision within the period of execution of the contract where it is provided in the offer.

ARTICLE 35: NATIONAL PREFERENCE

During evaluation of the offers, national bidders shall benefit from the margin of preference as provided for by the Regulations in Force.

ARTICLE 36: COMPARISON OF OFFERS

The Evaluation sub-committee shall compare all bids that substantially conform to determine the lowest financial offer.

ARTICLE 37: AWARD OF THE CONTRACT

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

37.2 If, according to Article 13(3) of the General Regulations, the invitation to tender comprises several lots, the lowest offer shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot, as well as their financial situation at the time of award.

ARTICLE 38: THE RIGHT OF 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 authorisation of the Prime Minister where the offers have been opened or to declare an invitation to tender unsuccessful after the advice of the Tenders Board, without any claims being entertained.

ARTICLE 39: MODIFICATION OF QUANTITIES DURING AWARD OF THE CONTRACT

The Contracting Authority reserves the right to augment or reduce by a maximum of 15% the quantities of the items initially specified in the Technical Specifications. This cannot entail any changes in unit prices and other conditions and clauses.

ARTICLE 40: NOTIFICATION OF THE AWARD OF THE CONTRACT

Before the expiry of the validity of the offers set in the Special Regulations, the Contracting Authority shall notify the successful bidder by telecopy confirmed by registered mail or by any other means that his offer was retained. This letter will indicate the amount the Contracting Authority will pay the supplier to execute the supplies and the delivery time- limit.

ARTICLE 41: PUBLICATION OF RESULTS OF AWARDS AND PETITIONS

41.1 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 results, the Independent Observer’s report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the offers.

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

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

41.4 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 42: SIGNING OF THE CONTRACT

42.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board for examination.

42.2 The Contracting Authority has a deadline of 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.

42.3 The contract must be notified to the holder within five (5) days of its date of signature.

ARTICLE 43: PERFORMANCE GUARANTTEE

43.1 FINAL BOND

The Final bond shall be set at 5% of the contract amount VAT inclusive.

The final bond shall be released within one month following the provisional acceptance of the supplies, following a release issued by the Contracting Authority upon request by the supplier.

43.2 GUARANTEE OF START OFF ADVANCE

Upon notification of the Contract to the supplier, an advance corresponding to 30% of the Contract amount may be granted to the supplier on conditions that the Contract is registered. The advance shall be guaranteed at 100% by a Commercial Bank. The release of the guarantee shall be issued upon the provisional reception of the supplies after request by the supplier.

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

URGENT OPEN INTERNATIONAL INVITATION TO TENDER No. 013/CDC/GBM/I.T.B/26 FOR THE SUPPLY OF IRRIGATION AND ELECTRICAL MATERIALS FOR CDC GROUP BANANA DEPARTMENT OF 24/8/26

1	**DESCRIPTION OF THE SUPPLIES:** The Cameroon Development Corporation intends to procure **Irrigation and Electrical Materials** for CDC Group Banana Department.		
2	**NAME AND ADDRESS OF THE CONTRACTING AUTHORITY**: The General Manager CDC Bota – Limbe **Tender reference**: 013/CDC/GBM/ITB/26 of 24/8/26		
3	**Delivery Period:** All deliveries shall be done at the Corporation's Supplies Department, CDC Tiko. The duration of execution shall be within **120 days CIF Douala** for International bidders from the date of notification of the Letter of Credit and **130 days** delivery to the CDC Supplies Department Tiko for Local bidders from the date of notification of the Services Order to commence		
4	**FINANCING**: CDC 2026 Budget		
5	**EVALUATION GRILL**		
	All Bids received shall be evaluated and compared as follows: **5.1 A – ELIMINATION CRITERIA** Bids shall be rejected when:		
	- There is Absence of an Administrative document after 48hours of bid opening.		
	- There is incomplete Technical/ Financial Offers		
	- They have falsified documents or false declarations		
	- There is no conformity of an administrative document 48hrs after Bid opening		
	- There is absence of Bid bond		
	- They do not conform to the Technical Specifications		
	5.2 B – QUALIFICATION CRITERIA		
	CRITERIA	**EVALUATION**	
		YES	NO
a	- Attestation of solvency at least 50% of financial offer (from a commercial bank for national bidders and from a first class International bank for international bidders)		
b	**-** Supplier's references (1 justified reference for similar supplies). Justification should be the first and last pages of the signed contract/jobbing order, reception certificate and proof of payment).		
	- The duration of execution of the supplies		

c	shall be as follows; **120 days CIF Douala** for International bidders from the date of notification of the letter of credit. **130 days** delivery to the CDC Supplies Department Tiko for Local bidders from the date of notification of the services order to commence.		
d	After Sales Service		
e	**Guarantee Period of 1year**		
f	Catalogue of the items		

NOTA BENE – The non-respect of three (4) out of six (6) of the above criteria which must include (d) and (e) shall result to the elimination of the offer.

6	**LANGUAGE**: Offers shall be written in either English or French
7	**PRESENTATION OF OFFERS**

ENVELOPE A - VOLUME 1: ADMINISTRATIVE DOCUMENTS

A1 A Declaration of intention to bid with a 1,500frs fiscal stamp for local bidders

A2 The Protocol Agreement (In a case of joint bid).

A3 The power of attorney where need be (In a case of joint bid).

A4 A certificate of non-bankruptcy established by the Court of First Instance of the place of residence of the bidder issued not more than three (3) months preceding the date of Submission of offers.

A5 An attestation of the Bidder's Bank Account for 2026, issued by an internationally recognized Bank for international bidders and an attestation of the Bidder's Bank Account for 2026, issued by a Commercial Bank approved by the Ministry in charge of Finance of the Republic of Cameroon and COBAC not more than three months preceding the date of submission for Local Bidders.

A6 Original cash Receipt issued by CDC cashier (Room 117) for national bidders or transfer slip of purchase of the Tender File paid to the CDC Account No. 10003 01700 22000450013 04 with SGC Bank for International Bidders.

A7 Bidders shall provide Bid Bonds issued by a Commercial Bank or Financial Institution authorised to issue Bid Bonds for Public Contracts as per the list in Doc. 11 as follows;

Lot	Amount FCFA
Lot One	1,101,020
LOT two	220,790

The guarantee must be issued by any internationally recognised Bank For bidders out of Cameroon and any financial Institution authorised to issue Bid Bonds for Public Contracts as per the list in Doc. 11. For local bidders The Tender guarantee shall have a validity of **Ninety** (**90) days** from the date the bids are opened.

A8 An Attestation of Non-exclusion from public contracts for this Tender delivered by the Public Contracts Regulatory Agency. (ARMP).

FOR LOCAL BIDDERS ONLY

A9 An attestation for Bidding Purposes for the Tender issued by the National Social Insurance Fund (CNPS) to certify that the bidder has fulfilled his obligations towards the fund.
A10 A Valid Non-Indebtedness Certificate issued by the Taxation Department certifying that the bidder has effected all statutory declarations in issues of taxes for the financial year not more than three Months from date of issue.
A11 Certified Valid Tax Payer's Card

ENVELOPE B – VOLUME II: TECHNICAL OFFER

B1 – INFORMATION ON QUALIFICATION CRITERIA
Bidders shall respond clearly with a **Yes** or **No** to the criteria outlined in 5.2B above and are expected to furnish relevant justifications relating to their responses.

conditions the following documents:
Special Administrative Clauses (Doc 4). Each page should be initialled and last page signed and stamped.
Technical Specifications (Doc 5). Each page should be initialled and last page signed and stamped.

B5 After sales services
- Produce a solemn undertaking in charge of a store with spare parts.

B6 Warranty
- Proof of a one-year warranty of the equipment proposed;
- Produce a manufacturer's authorization;

ENVELOPE C – VOLUME III: FINANCIAL OFFER

C1 Bid letter with a fiscal stamp attached.
C2 Duly filled Unit Price Schedule

	C3 Hard copy of duly filled detailed Bill of Quantities/Cost estimates. C4 Electronic copy of duly filled detailed Bill of Quantity/cost Estimates. **CHARACTERISTICS OF THE FINANCIAL OFFER:** Local bidders should include Value added Tax (VAT) of 19.25% to their Financial Offer International bidders should clearly show the following in their Financial Offer: Total FOB Sea freight to Douala Marine Insurance Total CIF Douala **COMPARISON OF FINANCIAL OFFERS:** The following costs shall be added to the Financial Offer of oversea bidders in order to compare their bids with those of Local bidders;
8	a) Custom Duty ....20% of CIF Value b) Debour...2% of CIF Value c) Fiche Guchet ....12,500 FCFA d) TEL de la Douane ....10,000 FCFA e) Frais D'acconage ....140,000 FCFA/20 Feet Container f) Timbre sur Bill of Lading ....15,000 FCFA g) Frais de dossier de d'acconier ....23,850 FCFA h) Frais de dossier de transit ....25,000 FCFA i) Honoraire Agrée en Douane ....245,000FCFA+0.5% of CIF Value j) Transport Douala-Tiko ....250,000 F CFA/20ft Container k) Import Declaration ....0.95% of FOB Value l) Total Delivery to CDC Tiko ....CIF Value + Items a-k above m) Value Added Tax ....19.25% of (CIF Value + Items i and j) n) Total all expenses included ....Items l + m
	The currency shall be Franc CFA and the prices shall be inclusive of all relevant taxes.

	The prices of the offer cannot be reviewed.
9	**VALIDITY OF OFFERS:** The period of validity of offers is **Ninety** (**90) days** from the date of opening of bids.
10	**TENDER GUARANTEE**
	The Bid Bond of the offer is fixed as shown in A7 above.
11	**MANNER OF SUBMISSION**
	The number of copies of the offer shall be Seven (7), (one original and six copies marked as such).
	Address of the Contracting Authority to be used for the submission of offers: THE GENERAL MANAGER, CDC BOTA- LIMBE WITH THE INSCRIPTION **URGENT OPEN INTERNATIONAL INVITATION TO TENDER No. 013/CDC/GBM/I.T.B/26 FOR THE SUPPLY OF IRRIGATION AND ELECTRICAL MATERIALS FOR CDC GROUP BANANA DEPARTMENT OF 24/8/26**
12	**VENUE, DATE AND TIME OF SUBMISSION OF BIDS:**
	All bids shall be submitted at the General Manager's Office (Room 314), CDC Head Office Bota – Limbe on or before **15/9/26** at **1:00PM** local time.
13	**VENUE, DATE AND TIME OF OPENING OF BIDS:**
	All bids shall be opened at the CDC Internal Tenders Board Office opposite CDC Head office, Bota – Limbe on **15/9/26** at **2:00 pm** local time
14	**AWARD OF THE CONTRACT**
	The contract shall be awarded to the bidder with the lowest financial offer. He shall provide a final bond of 5% of his financial offer upon notification of the award. The Bid Bond shall be released upon submission of the Final Bond.

DOCUMENT No. 4:
SPECIAL ADMINISTRATIVE CONDITIONS

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CHAPTER I: GENERAL PROVISIONS

ARTICLE 1: SUBJECT OF THE CONTRACT

The Subject of the present contract is for the supply of Irrigation and Electrical Materials for CDC Group Banana Department.

ARTICLE 2: CONTRACT AWARD PROCEDURE

The Procedure of Award of this Contract is by Urgent Open Internaational Invitation to Tender No. 013/CDC/GBM/ITB/26 of 24/8/26

ARTICLE 3: DEFINITIONS AND DUTIES

GENERAL DEFINITIONS:

- **THE CONTRACTING AUTHORITY:** The General Manager of the Corporation, CDC Bota.
- **THE CHIEF OF SERVICE:** The Group Banana Manager, CDC- Tiko
- **THE CONTRACT ENGINEERS:** The Engineering Service Manager Banana, CDC Tiko. .
- **THE SUPPLIER:** ………………………………………………………………

ARTICLE 4: SECURITY:

The General Manager, Bota - Limbe shall be responsible for authorizing payments.

- The Financial Director shall be responsible for the payment of all bills pertaining to this contract.
- The Chief of Service shall be responsible to furnish information in relation to payment within the context of the execution of the Supplies.
- The Contract Engineer shall be responsible to furnish information within the context of the execution of this Contract.

ARTICLE 5: LANGUAGE:

The Language to be used shall be English or French.

ARTICLE 6: DOCUMENTS OF THE CONTRACT (FOR LOCAL AND OVERSEA BIDDERS)

The documents of this contract in order of priority are:

1) The tender or commitment letter;
2) The bidder's tender and its annextures in all provisions not contrary to the Special Administrative Conditions (SAC) and the Special Technical Conditions (STC).
3) The Special Administrative Conditions (SAC);
4) The Special Technical Conditions (STC);

5) The particular elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the detailed of Lumpsum prices and detailed estimates break down of the lumpsum prices;

6) The General Administrative Conditions applicable to public works, supplies and services contracts and made enforceable by Order No. 033/CAB/PM of 13 February 2007.

7) The General Technical Condition(s) applicable on the services forming the subject of the contract

ARTICLE 7: APPLICABLE TEXTS (FOR LOCAL AND OVERSEA BIDDERS)

7.1 Law No. 2017/011 of 12th July 2017 to lay down the general rules and regulations governing public corporations

7.2 Law No. 2025/012 of 17th December, 2025 on the Finance Law of the Republic of Cameroon for the financial year 2026

7.3 Law No. 96/12 of 5th August, 1996 on the management of the environment

7.4 Law No. 2018/011 of 11/07/2018 laying down the Cameroon Code of Transparency and Good Governance of Public Finance Management.

7.5 Law No. 2018/012 of 11/07/2018 on the Fiscal Regime of the State and other Public entities.

7.6 Decree No. 2012/631 of 19th December 2012 Appointing the General Manager of Cameroon Development Corporation(CDC)

7.7 Decree No. 2018/355 of 12th June 2018 to lay down common rules applicable to Contracts of Public Enterprises;

7.8 Decree No. 2012/076 of 08th March 2012 amending and supplementing some provisions of Decree No. 2001 /048 of 23rd February 2001 on the creation, the organization and functioning of the Public Contracts Regulatory Agency;

7.9 Decree No. 2003/651/PM of 16th April 2003 laying down the procedures for the application of tax and customs regime of public Contracts;

7.10 Circular Letter No. 000877/C/MINFI of 31st December 2025 on instructions relating to the execution of Finance Laws, the monitoring and control of the execution of the State Budget and other Public entities for the Financial Year 2026.

7.11 Reference No. 1192 of 23rd March 2023 to lay down Rules to regulate contracts within CDC.

7.12 Resolution Number 8 of 15th June 2022 of CDC Board of Directors appointing the members of the CDC Internal Tenders Board.

ARTICLE 8: CONFORMITY OF THE SUPPLIES (FOR LOCAL AND OVERSEA BIDDERS)

The supplies which form the subject of the contract shall conform to the acceptable standards of such supplies particularly to the conditions laid down in the tender file.

ARTICLE 9: COMMUNICATION

9.1 All notifications and written communication within the framework of this contract shall be sent to the following addressees:

a) In the case where the supplier is the addressee: beyond the time-limit of fifteen (15) days fixed in article 6(1) of the GAC fails to make his domicile known to the Chief of Service and immediately after completion of the supplies, correspondences shall be validly addressed to the Registered mail and shall be considered to have been served on to the supplier.
b) In the case where the Contracting Authority is the addressee, Such should be copied to the Chief of Service, Contract Engineer and contracts Officer, where need be.

9.2 The supplier shall address all written notifications or correspondences to the Contracting Authority with a copy to the Chief of Service Contract Engineer and Contracts Officer.

ARTICLE 10: ADMINISTRATIVE ORDERS

10.1 The Administrative Order to start execution shall be signed by the **Contracting Authority and notified by the Contracts Officer.**

10.2 Administrative Orders with financial incidence likely to modify the time-limits shall be signed by the Contracting Authority and notified by the Contracts Officer.

10.3 Administrative Orders serving as warnings shall be signed by the Contracting Authority.

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

ARTICLE 11: MATERIALS TO BE SUPPLIED

11.1 Any modification, even partial, made to the technical offer shall only be done after the written approval of the Contracting Authority.

11.2 In any case, the lists of alternative items to be supplied shall be subject to the approval of the Contracting Authority within fifteen (15) days of the notification of the Service Order to commence supplies. The Contracting Authority has eight (8) days to notify his opinion in writing with a copy being sent to the Contract Officer. Beyond this time-limit, the alternative list shall be considered as approved.

11.3 Any unilateral modification on the list of items made in the technical offer prior to and during the supplies shall be a reason for the application of penalties and grounds for termination of the contract.

CHAPTER II: FINANCIAL PROVISIONS

ARTICLE 12: FINAL BOND AND PERFORMANCE GUARANTEE

The final bond shall be set at 5% of the amount of the contract, inclusive of all taxes.

The final bond shall be released within one month following the date of acceptance of the supplies, following a release issued by the Contracting Authority upon request by the supplier

ARTICLE 13: AMOUNT OF THE CONTRACT (FOR LOCAL AND OVERSEA BIDDERS)

The amount of this Contract as it emerges from the *Bill of Quantities/Cost Estimates* is_________ **(In figures) ___________ (in words)**, inclusive of value added tax (VAT).

ARTICLE 14: ADVANCE PAYMENT

Upon notification of the Contract to the Supplier, an advance payment corresponding to **30%** of the Contract amount may be granted to the Supplier at his request. The advance may be granted only upon the registration of the Contract.

The advance payment of **30%** shall be guaranteed at **100%** by a Commercial Bank recognized by "Commission Bancaire d'Afrique Centrale" (COBAC).

The release of the guarantee shall be issued upon final reception of the Supplies at the request of the Supplier.

ARTICLE 15: METHOD AND PLACE OF PAYMENT

All payments shall be done by cheque, bank transfer or bills of exchange (traite) at the Corporation's Head Office Bota- Limbe into account No. ……………………….with ……………......, **90 days** end of month upon presentation of invoice. The invoices shall be accompanied by a reception certificate duly signed by all the members of the Reception Committee as per Article 22 herein below.

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

ARTICLE 16: PENALTIES FOR DELAY

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

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

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

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

ARTICLE 17: TAXES AND CUSTOMS DUTIES

The tax shall be in conformity with decree No. 2003/651 of 16 April 2003 to lay down the conditions for implementing the tax regulations and customs procedures applicable to public contracts and subsequent amendments. The taxes applicable to this contract include notably:

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

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

All taxes inclusive means VAT included.

ARTICLE 18: STAMP DUTY AND REGISTRATION OF CONTRACTS (GAC article 11)

Seven (7) original copies of the contract will be stamp-dutied and registered by and at the cost of the supplier, in accordance with the applicable regulations. It shall be exclusively done at the Regional Tax Centre, of the Domicile of the Tax Payer.

ARTICLE 19: PATENTS AND LICENCES

Save where otherwise provided, the Supplier shall indemnify the Contracting Authority against any claim resulting from the use as specified in the contract of patents, licences, drawings, models, or brand or trademarks, unless such infringement results from compliance with the design or specification provided by the Contracting Authority.

CHAPTER III: EXECUTION OF SUPPLLIES

ARTICLE 20: PLACE AND EXECUTION TIME-LIMIT OF THE CONTRACT

20.1 The supplies shall be done at the Corporation's Supplies Department, CDC Tiko.

20.2 The time-limit for the execution of the supplies forming the subject of this contract shall be within **sixty** (**60) days**. **Partial deliveries shall be allowed**. It shall not exceed three (3) deliveries.

20.3 This time-limit shall run from the date of notification of the Service Order to commence supplies.

ARTICLE 21: ROLES AND OBLIGATIONS OF THE SUPPLIER

The supplier shall supply all the items for the lot(s) won as described in the Technical Specifications.

ARTICLE 22: INSURANCE AND TRANSPORTATION

21.1 The Supplier shall take an Insurance policy to cover all damage that could be caused to third parties during the course of transportation and delivery of the supplies.

21.2 The Supplier shall be responsible for proper packaging, transportation and offloading all the items at the Supplies Department.

CHAPTER IV: ACCEPTANCE

ARTICLE 23: RECEPTION

The supplies shall be done at the Supplies Department, CDC Tiko. A committee made up of the following members shall receive the materials:

Chairperson: - The Contracting Authority or his Representative
Secretary: - The Engineering Service Manager, CDC Tiko
Members: - The Group Banana Manager, CDC-Tiko
-The Contracts Manager, CDC Bota
-The Supplies Manager, CDC Tiko

The reception committee shall crosscheck the conformity of the supplies with the accepted prescription of the contract and shall decide whether there are grounds to rule against acceptance.

Where the supplies do not conform to the Technical Specifications, the supplier shall be requested to replace immediately the defective items at his cost.

Where the supplies conform, the committee shall draw up an acceptance certificate, which shall be signed by its members and the supplier. Such a certificate shall clearly state the number of items received, the quality of the materials and the compliance with the contractual clauses.

At the reception, a reception report shall be drawn up and signed by the Reception Committee members.

ARTICLE 24: AFTER SALES SERVICES

The supplier shall provide technical assistance when required.

CHAPTER V: MISCELLANEOUS PROVISIONS

ARTICLE 25: CANCELLATION OF THE

The contract may be terminated under the conditions laid down in Articles 90, 91, 94 & 95 of the Resolution of the Board of Directors of Cameroon Development Corporation pursuant to Law No. 2017/011 of 12th July, 2017

ARTICLE 26: FORCE MAJEURE

In the event of circumstances beyond the supplier's control, the Supplier shall only be relieved of his responsibilities if he notifies the Corporation in writing of his intention to evoke circumstances of force majeure within 15 days of the occurrence of the event. For the purposes of this Article, the term "force majeure" means acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.

However, the Corporation reserves the right to appreciate the circumstances of the force majeure.

ARTICLE 27: DISPUTES

Any dispute arising from this contract shall be resolved amicably. Failure to arrive at a compromise, the matter shall be referred to a competent court in the Fako Division of the Republic of Cameroon for adjudication.

ARTICLE 28: PRODUCTION AND DISSEMINATION OF THIS CONTRACT

The Supplier shall furnish 20 copies of this Contract to the Contract Officer for distribution.

ARTICLE 29 AND LAST: ENTRY INTO FORCE OF THE CONTRACT (FOR LOCAL AND OVERSEA BIDDERS)

This Contract shall only be regarded as finally concluded after its signature by the Contracting Authority and shall only come to force after it has been notified to the Supplier.

DOCUMENT No. 5

DESCRIPTION OF THE SUPPLIES

1 - LIST OF ITEMS TO BE SUPPLIED

NO	DESCRIPTION	QTY	UNIT
1	Supply of Irrigation Materials		
2	Supply of Electrical Materials		

2 – NATURE OF THE SUPPLIES

NO	DESCRIPTION	QTY	UNIT
1	Supply of Irrigation Materials		
2	Supply of Electrical Materials		

NOTA BENE: See attached for details

2 - TECHNICAL SPECIFICATIONS

S/N	DESCRIPTION	Quantity	Unit
1	Supply of Irrigation Materials		
2	Supply of Electrical Materials		

NB: SEE ATTACHED.

DOCUMENT No. 6
PRICE SHEDULE
(FOR LOCAL BIDDERS)

LIST OF PRICE SCHEDULE

DESCRIPTION	U.P. in Words (HTVA)	UNIT	U.P in Figures (HTVA)
Supply of Irrigation Materials			
Supply of Electrical Materials			

NAME OF BIDDER --------------------------------

SIGNATURE ---

DATE --

DOCUMENT No. 7
BILL OF QUANTITY / COST ESTIMATES

BILL OF QUANTITIES/COST ESTIMATES

S/N	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL
TOTAL					
VAT 19.25%					
2.2% Advanced Company Tax					
GRAND TOTAL (TAX INCLUSIVE)					

NAME OF BIDDER: ---

SIGNATURE: ---

DATE: --

DOCUMENT No. 8
DETAIL UNIT PRICE BREAKDOWN

S/N	DESCRIPTION	PURCHASE PRICE	TRANSPORT	COST OF ORDER	COST OF SUPPLIES	PROFIT	U.P. (HTVA)

DOCUMENT No. 9
MODEL CONTRACT

REPUBLIQUE DU CAMEROUN REPUBLIC OF CAMEROON

Paix-Travail-Patrie Peace-Work-Fatherland

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CAMEROON DEVELOPMENT CORPORATION *CAMEROON DEVELOPMENT CORPORATION*

CONTRACT No_______________ /CDC/GBM/ITB/26

Awarded after *urgent Open International Invitation* to Tender No.013/CDC/GBM/ITB/26 of 24/8/26

HOLDER : [*indicate name and full address of holder*]

P.O. Box__________, Tel: __________ Fax: _____________

Execution of _______________ Supplies;

SUBJECT

PLACE AND PERIOD OF DELIVERY________________________________

:_______________________(________) Months

AMOUNT IN FCFA:

AMOUNT	
VAT (19.25%)	
2.2% Advanced Company tax	
Amount inclusive of VAT	

FINANCING : CDC 2026 BUDGET

SUBSCRIBED ON:_________________

SIGNED ON:_______________________

NOTIFIED ON:____________________

REGISTERED ON:__________________

Between:

The *CAMEROON DEVELOPMENT CORPORATION,* represented by________________ hereinafter referred to as the Corporation

On the one hand,

And

The __________________________ (Company)
P.O. Box________Tel:_________Fax:_________

Represented by M _________________, its General Manager, hereinafter referred to as the Supplier

On the other hand,

Agreed on the following:

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

Page_______ and last of Contract No.____________ CDC/GBM/ITB/26
Awarded after Urgent Open International Invitation to Tender No. 013/CDC/GBM/ITB/26

URGENT OPEN NATIONAL INVITATION TO TENDER No. 013/CDC/GBM/I.T.B/26 FOR THE SUPPLY OF IRRIGATION AND ELECTRICAL MATERIALS FOR CDC GROUP BANANA DEPARTMENT OF 24/8/26

With __________,

For the Supply of materials for CDC Production Department

DELIVERY PERIOD :____________(______) months

Amount of contract in FCFA:

AMOUNT	
VAT (19.25%)	
2.2%Advance Company Tax	
Amount inclusive of taxes.	

Read and accepted by the Supplier
AT Bota on
Signature of Contracting Authority
AT Bota on
Registration

DOCUMENT NO. 10:
FORMS AND MODELS TO BE USED

TABLE OF MODELS

ANNEX NO.1: DECLARATION OF INTENTION TO BID FOR LOT ______________________________

I, the undersigned_______________ [*indicate the name and capacity of signatory*]
Representing the _______________company or enterprise or group 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:

URGENT OPEN NATIONAL INVITATION TO TENDER No. 013/CDC/GBM/I.T.B/26 FOR THE SUPPLY OF IRRIGATION AND ELECTRICAL MATERIALS FOR CDC GROUP BANANA DEPARTMENT OF 24/8/26

- I pledge to execute the supplies within a deadline of ……………months.
- Rebates and the modalities of application of the said rebates shall be the following: ……………………………………………………………………………………….

All payments shall be done by cheque, bank transfer or bills of exchange (traite) at the Corporation's Head Office Bota- Limbe into account No. ………………………….with ……………......., **90 days** end of month upon presentation of invoice. The invoices shall be accompanied by a reception certificate duly signed by all the members of the Reception Committee

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

Signature of………………………..in the capacity of……………….duly authorised to sign the tenders on behalf of[1]…………………………….

[1] Attach the Power of Attorney

ANNEX NO. 2: MODEL TENDER GUARANTTEE

Addressed to *The General Manager Cameroon Development Corporation (CDC)* "Contracting Authority"

Whereas the supplier _____________ hereinafter referred to as the "bidder" has submitted his tender on __________for the supply of Irrigation and Electrical materials for Cameroon Development Corporation Group Banana Department as per Tender No. 013/CDC/GBM/ITB/26 of 24/8/26 hereinafter referred to as "the tender" and to which must be attached **Tender Guarantee** as follows;

Lot	**Amount FCFA**
1,101,020	1,101,020
220,790	220,790

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 Contracting Authority of the maximum sum that the bank pledges to pay in full to the Contracting Authority, binding itself, its successors and assignees.

The conditions of this commitment are as follows:

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

Or

If the bidder, having been notified of the award of the contract by the Contracting Authority 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 pledge to pay to the Contracting Authority an amount up to the maximum of the sum referred to above upon reception of the his first written request, without the Contracting Authority having to justify his request, given, however, that in his request the Contracting Authority shall note that he is due the amount he is claiming because one or the other or both of the above condition(s) has (have) been fulfilled and he shall specify which condition(s) took effect.

This bond shall enter into force from the date of signature and from the date set by the Contracting Authority 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 Contracting Authority to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this period of validity.

This bond shall, for purposes of its interpretation, be submitted 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____________

ANNEX NO. 3: MODEL OF FINAL BOND/PERFORMANCE GUARANTTEE

Bank: reference, ____

Address to The General Manager CDC herein after refered to as the Contracting Authority

Whereas the supplier _____________ hereinafter referred to as the "Supplier" has committed himself to execute the supplies in contract No. __________ for the supply of Irrigation and Electrical Materials for CDC Group Banana Department. Wherefore the it is provided for in the contract that the Supplier shall furnish the Contracting Authority with a Performance guarantee equal to 5% of the contract amount as guarantee for proper execution of the supplies,

Whereas we have agreed to provide the supplier with the said bond,
We .... represented by .... (name and signature) hereinafter refered to as the Bank, engages to pay to The Contracting Authority within 8 weeks upon a simple written application declaring that the Supplier has not satisfactorily executed the contract for the sum of .... FCFA. (amount in figures and in words)

We equally engage that we shall also remain bind to the Contracting Authority in spite of any changes that is regularly effected on the contract.

This Performance guaranttee becomes effective and binding upon its signature and once the Contracting Authority notifies the contract to the Supplier. It shall be liberated within 5 days after the completion of the supplies.

Beyond this period the bond becomes null and should be returned to us without our asking.

All requests for payment by the Contracting Authority in relation to this bond should be made by registered mail with prove of service addressed to the Bank within the period of validity.

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

Signed and authenticated by the bank at______________ on _____________

Signature of the bank

ANNEX NO. 4: MODEL OF START-OFF ADVANCE GUARANTTEE

Bank: reference,
address____

We, the undersigned, (bank, address) hereby declare by the present to guarantee on behalf of____
[*the holder*] to the benefit of the Contracting Authority [*address of the Contracting Authority*] (*the beneficiary*)

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that____________ [*the holder*] has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of contract No._________ of _____________ relating to the supplies of Irrigation materials for CDC Group Banana Department of the total sum corresponding to the advance of *thirty (30) %* of the amount inclusive of all taxes of contract No. _____________, payable upon notification of the corresponding Administrative Order that is, _____________CFA francs.

This bond shall enter into force and shall take effect upon reception of the respective parts of this advance into the accounts of____________ [*the holder*] opened in the_________________ bank under No. ___________________.

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

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

Signed and authenticated by the bank at______________ on _____________

Signature of the bank

DOCUMENT NO. 11:

LIST OF COMMERCIAL BANKS AND FINANCIAL INSTITUTIONS AUTHORISED TO ISSUE TENDER GUARANTTEE FOR PUBLIC CONTRACTS

(*APPLICABLE ONLY TO BIDDERS WITHIN CAMEROON*)

LIST OF BANKS AUTHORISED TO ISSUE BID BONDS

a. BICEC

b. UNION BANK OF CAMEROON PLC

c. ECOBANK

d. UNITED BANK OF AFRICA

e. AFRILAND FIRST BANK

f. SCB CREDIT AGRICOL

g. SGC

h. BANQUE ATLANTIQUE

i. STANDARD CHARTERED BANK

j. NATIONAL FINANCIAL CREDIT

k. CBC

l. CITI BANK

m. BGFI

n. Banque Camerounaise des PME

o. Bank of Africa Cameroun (BOA Cameroun)

p. Crédit communautaire d'Afrique-Bank(CCA)

LIST OF INSURANCE COMPANY AUTHORISED TO ISSUE BID BONDS

a. CHANAS INSURANCE

b. ACTIVA

c. ZENITHE INSURANCE

d. PRO ASSUR S.A

e. ASSURANCE ET REASSURANCE AFRICAINE (AREA)

f. ATLANTIQUE ASSURANCES

g. BENEFICIAL GENERAL INSURANCE S.A

h. CPA SA

i. NSIA ASSURANCES S.A

j. SAAR S.A

k. SAHAM ASSURANCES S.A