

DOCUMENT No. 1
TENDER NOTICE

TENDER NOTICE

OPEN INTERNATIONAL INVITATION TO TENDER No. 013/CDC/GBM/I.T.B/17 FOR MANUAL EXCAVATION AND CONSTRUCTION OF SUSTAINABLE AGRICULTURAL NETWORK STRUCTURES IN THE CDC GROUP BANANA OF 1/8/2017

Tel.: 23333 22 51, Fax: 23333 26 80

FINANCED BY THE CDC 2017 BUDGET AND THE EUROPEAN UNION AS PER BAM 2017 PROGRAMME

1. SUBJECT OF THE INVITATION TO TENDER:

The General Manager of the Cameroon Development Corporation launches an Open International Invitation to Tender No. 013/CDC/GBM/I.T.B/17 for the Manual Excavation and Construction of sustainable Agricultural network structures in the CDC Group Banana.

2. NATURE OF WORKS:

The works comprise the following Lots:

Lot One: Manual Excavation of Tertiary drains in MUSAKA Farm of CDC Banana Plantation.

Lot Two: Manual Excavation of Tertiary drains in MAFANJA 2 Farm, CDC Tiko

Lot Three: Manual Excavation of Tertiary drains in MOQUO 2 Farm, CDC Tiko

Lot Four: Manual Excavation of Tertiary drains in HOLFORTH Farm, CDC Tiko

Lot Five: Construction of sustainable Agricultural Network (SAN) structures at ESUKE packing house, CDC Tiko

3. DURATION OF EXECUTION:

The maximum period provided for the execution of the works is fixed at **sixteen (16) weeks for lots one (1) to Four (4) and 20 weeks for lot five (5)**

4. ESTIMATED BUDGET FOR THE WORKS:

LOT	DESCRIPTION	NO. OF LINEAR METRES	ESTIMATED VOLUME M3	ESTIMATED BUDGET (FCFA)TTC	ESTIMATED BUDGET (EURO)
1	Manual Excavation of Tertiary drains in MUSAKA Farm of CDC Banana Plantation.	34,871	25,409	29,812,500	45,448.863
2	Manual Excavation of Tertiary drains in MAFANJA 2 Farm, CDC Tiko	34,871	25,409	29,812,500	45,448.863
3	Manual Excavation of	34,871	25,409	29,812,500	45,448.863

	Tertiary drains in MOQUO 2 Farm, CDC Tiko				
4	Manual Excavation of Tertiary drains in HOLFORTH Farm Farm, CDC Tiko	34,871	25,409	29,812,500	45,448.863
5	Construction of sustainable Agricultural Network (SAN) structures at ESUKE packing house, CDC Tiko			89,205,380	135,992.725
TOTAL				208,455,380	317,788.177

5. PARTICIPATION:

This Open International Invitation to Tender is open to Enterprises that have proven their ability in the execution of such works.

6. FINANCING:

The works forming the subject of this Open International Invitation to tender Shall be Financed by the CDC 2017 Budget and the European Union as per BAM 2017 Programme

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 208), CDC Head Office Bota – Limbe, South West Region, Cameroon during working hours (7am to 4pm) Monday to Friday as from the **1/8/17** Bidders shall be expected to pay a non-refundable fixed sum of **194 Euros (127,000FCFA)** for the Tender file to the ARMP Special Account No. 335 98800001-89 with BICEC.

8. PLACE, DATE AND TIME FOR SUBMISSION OF OFFERS:

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 on or before the **2/10/17** at **1.00 P.m** local time.

The sealed envelope should carry the inscription:

**OPEN INTERNATIONAL INVITATION TO TENDER No.
013/CDC/GBM/I.T.B/15 FOR MANUAL EXCAVATION AND CONSTRUCTION
OF SUSTAINABLE AGRICULTURAL NETWORK STRUCTURES IN THE CDC
GROUP BANANA OF 1/08/2017**

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

9. ADMISSIBILITY OF OFFERS:

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

LOT NO.	AMOUNT	
	Euros	FCFA
1	908.977	596,250
2	908.977	596,250
3	908.977	596,250
4	908.977	596,250
5	2,719.855	1,784,108

The Bid Bonds shall have a validity period of **120 days** from the date the bids are opened. Bids that do not conform with this invitation to tender shall be rejected.

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

The Bid Opening session shall take place at the the CDC Internal Tenders Board Conference Hall on the **2/10/17** at **2.00 PM** local time in the presence of the Bidders or their duly mandated representatives. Only one Representative per bidder shall be allowed to attend the bid opening session.

11. MAIN ELIMINATION CRITERIA:

Bids shall be rejected when:

- There is an absence of an Administrative document.
- They do not have complete Technical / Financial Offers.
- They do not conform to the Technical specifications
- They do not score 5 out of 7 of the main qualification criteria which must include B, C, D and E.
- They have falsified documents

12. MAIN QUALIFICATION CRITERIA:

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

SEQ	DESCRIPTION	CRITERIA	
		YES	NO
A	ORDERLY PRESENTATION		
B	REFERENCES		
C	SITE VISIT REPORT		
D	WORK PLANNING/METHODOLOGY		
E	PERSONNEL REQUIRED		
F	EQUIPMENT AND TOOLS		
G	FINANCING		

NOTA BENE – Failure to respect 5 out of 7 of the above criteria which must include B, C, D and E shall result to the elimination of the offer.

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.

14. CONFLICTS OF REGULATIONS:

In case of conflicts between the EU rules and local legislation, the EU rules shall take precedence over the local legislation.

15. VALIDITY OF OFFERS:

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

16. COMPLEMENTARY INFORMATION:

For further complementary information, Bidders should contact the Engineering Service Manager, Group Banana in writing, CDC Tiko, P.O BOX 282 Tiko, Telephone No: 233 35 11 06, 233 35 11 78, Fax: 233 35 11 64; Mobile: 699 68 16 97; E-mail:jacobmbondey@yahoo.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 Internal Tenders Board
- Contracts Officer

**DOCUMENT NO. 2:
GENERAL REGULATIONS OF THE
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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 the Cameroon Development Corporation – CDC launches an Open International Invitation to Tender 013/CDC/GBM/I.T.B/17 for Manual Excavation Works and construction of sustainable Agricultural Network structures in the CDC Group Banana Department
- 1.2** The successful bidder must complete the works within the time- limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Service Order to commence works.
- 1.3** In this Tender File, the terms “Contracting Authority” shall imply the General Manager of CDC and the term “day” means a calendar day.

ARTICLE 2: FINANCING

The works forming the subject of this invitation to tender shall be financed by the CDC 2017 Budget and European Union as per BAM 2017 programme.

ARTICLE 3: FRAUD AND CORRUPTION

- 3.1** The Contracting Authority requires of bidders and contractors to strictly respect 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.
- 3.2 The Minister Delegate at the Presidency of the Republic in charge of Public Contracts may provisionally suspend a bidder for a duration of two years for any of the following reasons:
- a. Attempt to influence the award procedure
 - b. Conflict of interest
 - c. Initiating crime
 - d. Fraud
 - e. Corruption
 - f. Use of non-authentic documents
- The suspension notwithstanding, the bidder may be pursued criminally.

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 contractors, subject to the following provisions:
- (a) A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
 - (b) A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest.

A 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-contractors in more than one offer.
- (c) The bidder must not be 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: MATERIALS, EQUIPMENT AND RELATED SERVICES

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

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

ARTICLE 6: QUALIFICATION OF BIDDER

6.1 As an integral part of their 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 equipment.
- 6.2 Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:
- (a) The offer must include all the information listed in Article 6(1) above;
 - (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-contractors shall share the sums which are paid by the Contracting Authority into a single account;

or 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.

6.4 National bidders and groups of national and international bidders requesting to benefit from the margin of preference whose percentage is set at ten percent (10%) must furnish all the necessary information to prove that they satisfy the eligibility criteria set in Article 32 of the General Regulations of the invitation to tender.

ARTICLE 7: VISIT OF WORKS SITE

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

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

7.3 The Contracting Authority may organise a visit of the site of the works during the preparatory meeting to establish the offers mentioned in Article 19 of the General Regulations of the invitation to tender.

B. TENDER FILE

ARTICLE 8: CONTENT OF TENDER FILE

8.1 The Tender file describes the works forming the subject of the contract, sets the consultation procedure of contractors and specifies the terms of the contract. Besides the addendum (addenda) published in accordance with Article 10 of the General Regulations of the invitation to tender, it includes the following documents:

- a. The letter of invitation to tender (for restricted invitation to tender);
- b. The tender notice;
- c. The General Regulations of the invitation to tender;
- d. The Special Regulations of the invitation to tender;
- e. The Special Administrative Conditions;
- f. The Special Technical Conditions;
- g. The Price Schedule;
- h. The Bill Of Quantities and Cost Estimates;
- i. The Sub Details Of Prices;

- j. The Execution Schedule;
- k. Charts and Other Elements Of The Technical File;
- l. Forms indicating the Equipment, Personnel And References of the Bidder;
- m. Model Bid Letter;
- n. Model Bid Bond;
- o. Model Final Bond;
- p. Model Of Bond Of Start-Off Advance;
- q. Model Of Bank Guarantee In Replacement Of The Retention Fund;
- r. Model Contract;
- s. Form Relating To Preliminary Studies;
- t. List of Commercial Banks and Financial Institutions approved by the Ministry in charge of finance authorised to issue bonds.

8.2 The bidder must examine and respect 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 9: CLARIFICATIONS ON THE TENDER FILE AND PETITIONS

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (fax or e-mail) at the Contracting Authority's address – The General Manager CDC Head Office Bota – Limbe. 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, shall be addressed to all bidders who bought the Tender File.

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

9.3 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.

9.4 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 10: AMENDMENT OF THE TENDER FILE

10.1 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.

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

10.3 In order to give bidders sufficient time to take account of the addendum in the preparation of their 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 11: COST OF TENDER

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

ARTICLE 12: LANGUAGE OF 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 either ***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 13: DOCUMENTS OF THE OFFER

13.1 The offer presented by the bidder shall include the documents detailed in the Special Regulations of the invitation to tender, duly filled and put together in three 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 law in force;

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

b. Volume 2: Technical offer

b.1 Information on qualifications

The Special Conditions lists 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 Conditions 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 works and specifying the organisation and programme which the bidder intends to put in place or use to execute the works (installations, schedule, sub-contracting, attestation of site visit, etc).

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).
3. Model Contract

b.4 Commentaries (optional)

A commentary on the technical choices of the project and possible proposals.

c. Volume 3: Financial offer

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

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

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

- 13.2 If in accordance with the provisions of the Special Regulations of 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 14: CONTRACT AMOUNT

- 14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in Article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed Bill of Quantities and Estimates presented by the bidder .
- 14.2 The bidder shall fill the Unit Prices and totals of all items on the schedule and Bill of Quantities and Estimates.
- 14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the offers, shall be included in the prices and in the total amount of the offer presented by the bidder.
- 14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration of less than one (1) year shall not be subject to a price revision.
- 14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in Annexure 8.

ARTICLE 15: CURRENCY OF OFFER AND PAYMENT

- 15.1 In case of international invitations to tender, the currencies of the offer shall follow the provisions of either Option A or Option B below, the applicable option being that retained in the Special Regulations of the invitation to tender.
- 15.2 Option A: The amount of the offer shall be in the national currency (CFA franc).

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

- a) Prices shall be entirely drawn in CFA francs. The bidder who intends to commit expenditures in other currencies for the realisation of the works shall indicate in the annex to the tender the percentage(s) of the amount necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the contract.
- b) The exchange rates of the foreign currency in CFA francs used by the bidder to convert his offer into national currency shall be specified by him in an annex to the offer. This rate shall be applied to any payment

within the framework of the contract so that the retained bidder does not bear any change in the exchange rate.

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

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

a) The prices of inputs necessary for the works which the bidder intends to procure in the Contracting Authority's country shall be in the currency of the Contracting Authority's country specified in the Special Regulations and called "national currency";

b) The prices of inputs necessary for works which the bidder intends to procure out of Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.

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

15.5 During the execution of the works, most of the foreign currency to be paid as part of the contract, may be revised in common accord between the Contracting Authority and the contractor in a way as to take account of any modification in the foreign currency needs within the context of the contract.

15.6 For national invitations to tender, the currency shall be the CFA franc.

ARTICLE 16: VALIDITY OF OFFERS

16.1 Offers must remain valid for **Ninety (90) days** as stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of Article 22 of the Special Regulations. An offer valid for a shorter period shall be rejected by the Contracting Authority as not being in conformity.

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

16.3 Where the contract does not include a price revision clause and that the period of validity of offers is extended for more than sixty (60) days, the 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 works 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 17: BID BOND

- 17.1 In application of Article 13 of the General Regulations, the bidder shall furnish bid bonds as specified in the Special Regulations and which bid bond shall be an integral part of his offer.
- 17.2 The bid bond 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 bid bond will remain valid for thirty (30) days beyond the original date set for the validity of offers or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of Article 16 (2) of the General Regulations.
- 17.3 Any offer without an acceptable bid bond shall be rejected by the Tenders Board for non conformity. The bid bond of associated enterprises must be established in the name of the group submitting the offer and mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter signs the contract and furnishes the required final bond.
- 17.6 The bid bond may be seized:
- a) If the bidder withdraws his offer during the period of validity;
 - b) If the retained bidder:
 - i) Fails in his obligation to register the contract in application of Article 37 of the General Regulations;
 - ii) Fails in his obligation to furnish the required final bond in application of Article 38 of the General Regulations.

ARTICLE 18: VARYING PROPOSALS OF BIDDERS

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

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

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

ARTICLE 19: PREPARATORY MEETING TO THE ESTABLISHMENT OF OFFERS

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

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

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

19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of the tender documents listed in Article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of Article 10 of the General Regulations and not through the minutes of the preparatory meeting.

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

ARTICLE 20: FORM AND SIGNATURE OF OFFERS

20.1 The bidder shall prepare an original of the documents described in Article 13 of the General Regulations in a volume clearly indicated "ORIGINAL". In addition, the bidder shall submit the number of copies required in the General Regulations, bearing "COPY". In case of discrepancy, the original shall be considered as authentic.

20.2 The original and copies of the 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.

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

D. SUBMISSION OF BIDS

ARTICLE 21: SEALING AND MARKING OF OFFERS

21.1 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.

21.2 The external and internal envelopes:

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

b) Should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "TO BE OPENED ONLY ON THE DAY AND AT THE TIME FIXED FOR THE OPENING OF BIDS".

21.3 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.

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

ARTICLE 22: DATE AND TIME-LIMIT FOR SUBMISSION OF OFFERS

22.1 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.

22.2 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 10 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

ARTICLE 23: LATE OFFERS

Any offer received by the Contracting Authority beyond the deadline for the submission of offers in accordance with Article 22 of the General Regulations shall be declared late and consequently rejected.

ARTICLE 24: MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF OFFERS

- 24.1 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".
- 24.2 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.
- 24.3 Offers being requested to be withdrawn in application of Article 24(1) shall be returned unopened.
- 24.4 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 bid bond in accordance with the provisions of Article 17(6) of the General Regulations.

E. OPENING OF BIDS AND EVALUATION OF OFFERS

ARTICLE 25: OPENING OF ENVELOPES AND EVALUATION OF OFFERS

- 25.1 The competent Tenders Board shall open the envelopes in one or two phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding 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.

- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial 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.
- 25.4 Offers (and modifications received in accordance with the provisions of Article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 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.
- 25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the person designated by ARMP an initialled copy of the offers presented by bidders.
- 25.7 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 26: CONFIDENTIAL NATURE OF THE PROCEDURE

- 26.1 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.
- 26.2 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.
- 26.3 Notwithstanding the provisions of paragraph 26.2, between the opening of bids and the award of the contract, if a bidder wishes to contact the Contracting Authority about his offer, he may do so in writing.

ARTICLE 27: CLARIFICATIONS ON THE OFFERS AND CONTACT WITH THE CONTRACTING AUTHORITY

- 27.1 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, however, no change on the amount or content of the offer should be 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 29 of the General Regulations.
- 27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their offers, between the opening of envelopes and the award of the contract.

ARTICLE 28: DETERMINATION OF CONFORMITY OF OFFERS

- 28.1 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.
- 28.2 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.
- 28.3 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 works;

- 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.

28.4 If an offer is essentially not in conformity it shall be rejected by the competent Tenders Board and shall not eventually be rendered in conformity.

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

ARTICLE 29: QUALIFICATION OF THE BIDDERS

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 30: CORRECTION OF ERRORS

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

30.2 The amount featuring in the 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.

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

ARTICLE 31: CONVERSION INTO A SINGLE CURRENCY

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

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

ARTICLE 32: EVALUATION AND COMPARISON OF OFFERS AT THE FINANCIAL LEVEL

32.1 Only offers considered as being in conformity, as per the provisions of Article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.

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

- a) By correcting any possible error in accordance with the provisions of Article 30.2 of the General Regulations;
- b) By excluding projected sums and where necessary provisions for the unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under approval and supervision where they are valued in a competitive manner as specified in the Special Regulations.
- c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of Article 31(2) of the General Regulations;
- d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
- e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
- f) If need be, in accordance with the provisions of Article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
- g) If need be, in accordance with the provisions of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated according to their own merit and independently of the fact that the bidder offered or not a price for the

technical solution specified by the Contracting Authority in the Special Regulations.

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

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

- 32.4 If the offer judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Contracting Authority, the Evaluation sub-committee may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory to it, the Contracting Authority may reject the offer.

ARTICLE 33: PREFERENCE GRANTED TO NATIONAL BIDDERS

If this provision is mentioned in the Special Regulations, National Contractors may benefit from a margin of national preference during the evaluation of offers as provided for in the Public Contracts Code.

F. AWARD OF THE CONTRACT

ARTICLE 34: AWARD

- 34.1 The Contracting Authority shall award the contract to the bidder whose 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
- 34.2 If, according to Article 13(2) 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 35: 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 competent Tenders Board, without any claims being entertained.

ARTICLE 36: NOTIFICATION OF THE AWARD OF THE CONTRACT

Before the expiration 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 contractor to execute the works and the execution time- limit.

ARTICLE 37: PUBLICATION OF RESULTS AND PETITIONS

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

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

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

37.4 In case of petition, it should be addressed to the Authority in charge of Public Contracts, with copies to the body in charge of the Regulation of Public Contracts, the 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 38: SIGNING OF THE CONTRACT

38.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board and the competent Specialised Contracts Control Board, where need be for approval.

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

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

ARTICLE 39: FINAL BOND

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

39.2 The final bond whose rate varies between two (2%) percent and five (5%) percent of the amount of the contract 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.

- 39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.
- 39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

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

**OPEN INTERNATIONAL INVITATION TO TENDER No.
013/CDC/GBM/I.T.B/17 FOR MANUAL EXCAVATION AND CONSTRUCTION
OF SUSTAINABLE AGRICULTURAL NETWORK STRUCTURES IN THE CDC
GROUP BANANA OF 1/8/17**

1	INTRODUCTION			
	<p>Description of the works: The object of this open international invitation to tender is for manual excavation works and Construction of Sustainable Agricultural Network Structures in the CDC Group Banana.</p> <p>Name and address of the Contracting Authority: The General Manager, CDC Head Office, Bota - Limbe</p> <p>Tender Reference: The reference for this Open International Invitation to tender is 013/CDC/GBM/I.T.B/17.</p>			
2	Execution Period: sixteen (16) weeks for Lot 1-4 and Twenty(20) Weeks for Lot 5			
3	Source of financing: CDC 2017 Budget and EU as per BAM 2017 programme.			
4	The Origin of Materials, Equipment and related services shall be approved by the Engineering Service Manager, Group Banana Tiko.			
5	EVALUATION GRILL			
	I- /MAIN ELIMINATION CRITERIA			
	Bidders shall be eliminated when:			
a	There is an absence of an Administrative document.			
b	They lack complete Technical / Financial Offers			
c	They do not conform to the technical Specifications			
d	They do not score 5 out of 7 of the main qualification criteria which must include B, C, D and E.			
e	They have falsified documents			
	II- /MAIN QUALIFICATION CRITERIA			
			YES	NO
a	ORDERLY PRESENTATION	<u>Table of contents</u> Sections separated using coloured dividers (not white)		
b	REFERENCES	1 supported major reference for similar works executed within the last 5 years, valued above 5 million FCFA. NB: (attach first and last page of the contract and reception or payment certificate).		
c	SITE VISIT REPORT	Site visit report (to be initialled, signed and stamped by the bidder).		
d	WORK PLANNING / METHODOLOGY	SIXTEEN (16) weeks FOR LOT 1-4 AND TWENTY WEEKS FOR LOT 5 Work schedule in bar chart format. All phases and aspects (from mobilisation to clearing of site and submission of "as-build phase of job considered) each page to be initialled and last page signed and stamped. Chronology of phases respected.		
e	PERSONNEL REQUIRED	One (1) permanent supervisor, two (2) foremen and sixty (60) general labourers.		
f	EQUIPMENT AND TOOLS	Spade, Shovel, Digger, Gloves, Measuring Tapes, Twine Ropes, etc. FOR LOT 1-4 Water level, Profile Lines, Measuring meter,		

		Heavy Hammer, chisel, nail bar, spade and shovel, pick axe, trowel, universal cutter, concrete cutter, concrete mixer, poker vibrator, water pump, hand compactor, hydraulic hammer, grader, low loader, excavator, pick-up five seater. FOR LOT 5																						
g	FINANCES	proof of ability to pre-financing from an authorized Commercial Bank																						
6	In case of a group of enterprises : power of attorney for the Representative																							
7	SITE VISIT																							
	Visit of works site: Bidders shall be expected to visit the site after which an Attestation shall be issued to them by the Project Engineer. They shall establish a Site visit Report.																							
8	Language of offer: All offers shall be written in either English or French																							
9	PRESENTATION OF OFFERS																							
	The list of documents referred to in Article 13 of the General Regulations must be completed, grouped in three volumes as indicated and inserted in envelopes and labelled as follows: ENVELOPE A- VOLUME 1: <i>ADMINISTRATIVE DOCUMENTS</i>																							
A1	Declaration of intention to bid, according to the attached model Doc. 10 A1. with a 1000FCFA Fiscal Stamp																							
A2	The protocol agreement (in case of joint bid).																							
A3	The power of attorney where need be (in 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 dated not more than three (3) months preceding the date of submission of offers.																							
A5	An attestation of bidder's Bank Account for 2017 issued by an internationally recognized bank																							
A6	Original cash Receipt issued by BICEC for national bidders or transfer slip of purchase of the Tender File paid to the ARMP Special Account No. 335 98800001-89 with BICEC for International Bidders.																							
A7	The bid bond (according to the attached model) of an Amount of																							
	<table border="1"> <thead> <tr> <th rowspan="2">LOT NO.</th> <th colspan="2">AMOUNT</th> </tr> <tr> <th>Euros</th> <th>FCFA</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>908.977</td> <td>596,250</td> </tr> <tr> <td>2</td> <td>908.977</td> <td>596,250</td> </tr> <tr> <td>3</td> <td>908.977</td> <td>596,250</td> </tr> <tr> <td>4</td> <td>908.977</td> <td>596,250</td> </tr> <tr> <td>5</td> <td>2,719.855</td> <td>1,784,108</td> </tr> </tbody> </table>			LOT NO.	AMOUNT		Euros	FCFA	1	908.977	596,250	2	908.977	596,250	3	908.977	596,250	4	908.977	596,250	5	2,719.855	1,784,108	
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	This bid bonds shall 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 period of Ninety (120) days from the date the bids are opened. Cheques will not be accepted																							
	<u>FOR LOCAL BIDDERS ONLY</u>																							
A8	An Attestation of Non-exclusion from public contracts for the tender delivered by the Public Contracts Regulatory Agency, (ARMP).																							

A9	An Attestation / certificate of site visit signed by the Engineering Service Manager, Group Banana Tiko
A10	An Attestation for Bidding purposes for this tender of not more than three (3) months old issued by the National Social Insurance Fund
A11	An attestation of Tax Assessment Certificate of not more than three months old issued by the Tax Department certifying that the bidder has effected all statutory declarations in issues of taxes.
A12	A valid Taxpayers card certified by taxation with a 1000frs fiscal stamp.
A13	Certified copy of Localisation Plan/Attestation not more than three months old. <i>In case of a group of companies each member of the group must present a complete administrative file, documents A5, A6, A7, being presented only by the representative of the group.</i>
	<p>ENVELOPE B- VOLUME II: TECHNICAL OFFER</p> <p>B.1 INFORMATION ON QUALIFICATION CRITERIA</p> <p>Bidders shall respond clearly with either YES or NO to criteria outlined in 5(II) above and shall furnish all relevant justifications relating to their response. (Receipt, lease agreement etc.)</p> <p>B.2 PROOF OF ACCEPTANCE OF THE CONTRACT CONDITIONS</p> <p>Bidders must sign as proof of acceptance of the contract conditions the following documents:</p> <ul style="list-style-type: none"> • Specimen Contract (Docs 4 & 9). Each page should be initialed and last page signed and stamped. • Technical Specifications (Doc 5). Each page should be initialed and last page signed and stamped. <p>ENVELOPE C - VOLUME III: FINANCIAL OFFER</p> <p>C1 Bid Letter with date, stamp and signature of Bidder, (with a Fiscal stamp of 1000 fcfa attached for local bidders) according to the attached Model, (Doc 10 A2)</p> <p>C2 The duly filled Unit price schedule; (Doc 6)</p> <p>C3 The duly filled detailed Bill of Quantity/cost estimates (Doc 7)</p> <p>C4 Details of Unit Price Breakdown (Doc 8)</p>
10	PRICE AND CURRENCY OF OFFER
	The currency shall be in Euros for bidders out of Cameroon and FCFA for local Bidders.
	Prices of the contract shall be fixed and not be reviewed.
11	PREPARATION AND SUBMISSION OF OFFERS
	VALIDITY OF OFFERS: Bidders shall remain committed to their offers Ninety (90) days from the date fixed for bid opening.
12	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.
13	<p>MANNER OF SUBMISSION</p> <p>The number of copies of the offer shall be seven (7) inclusive of one (1) original copy.</p> <p>Address of the Contracting Authority to be used for the submission of offers: The General Manager, CDC Head Office, Bota – Limbe with the inscription:</p>
	<p style="text-align: center;">OPEN INTERNATIONAL INVITATION TO TENDER No. 013/CDC/GBM/I.T.B/17 FOR MANUAL EXCAVATION AND CONSTRUCTION OF SUSTAINABLE AGRICULTURAL NETWORK STRUCTURES IN THE CDC GROUP BANANA OF 1/8/17</p> <p style="text-align: center;"><i>To be opened only during Bid opening session.</i></p>
14	<p>Place, date and time-limit for submission of bids:</p>
	All bids shall be submitted at the General Manager’s Office (Room 314), CDC Head Office Bota – Limbe on or before 2/10/17 at 1:00 pm local time..
15	<p>Place, date and time of opening of bids:</p>
	Venue, date and time of opening of bids: All bids shall be opened at the Internal Tenders Board Office opposite CDC Head Office Bota-Limbe on 2/10/17 at 2 pm local time
16	<p>AWARD OF THE CONTRACT AND FINAL BOND</p>
	The contract shall be awarded to the bidder with the Lowest Financial offer The successful Bidder must furnish a final bond of 5% percent of the contract amount. The Bid Bond shall be released upon submission of the Final Bond.

**DOCUMENT NO. 4:
SPECIAL ADMINISTRATIVE
CONDITIONS
(SAC)**

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- Article 27 - Nature of the works (article 46 of GAC)
- Article 28 - Documents to be furnished by the contractor (article 49 supplemented)
- Article 29 - Organisation and safety on site (article 50 of GAC)
- Article 30 - Setting out of structures (article 52 of GAC)
- Article 31 - Work-Site Journal (Article 56 of GAC supplemented)

CHAPTER IV: RECEPTION

- Article 32 - Provisional Reception (Article 67 of GAC)
- Article 33 - Documents to be furnished after execution (Article 68 of GAC)

CHAPTER V: MISCELLANEOUS PROVISIONS

Article 34 - Guarantee Period (Article 70 of GAC)

Article 35 - Final Reception (Article 72 of GAC)

Article 36 - Termination of the Works Order (Article 74 of GAC)

Article 37 - Force majeure (Article 75 of GAC)

Article 38 - Disputes (Article 79 of GAC)

Article 39 - production and dissemination of this Works Order

Article 40 and last: Validity of the Works Order

CHAPTER I: GENERAL PROVISIONS

ARTICLE 1: SUBJECT OF THE WORKS ORDER

The subject of this Works Order shall be for the Manual Excavation works and Construction of Sustainable Agricultural Network Structures in the CDC Group Banana.

ARTICLE 2: WORKS ORDER AWARD PROCEDURE

This Works Order shall be awarded after Open International Invitation to Tender No. 013/CDC/GBM/I.T.B/17.

ARTICLE 3: DEFINITIONS AND DUTIES (ARTICLE 2 OF GAC SUPPLEMENTED)

GENERAL DEFINITIONS:

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

ARTICLE 4: SECURITY (FOR LOCAL AND OVERSEA BIDDERS):

- The Contracting Authority, Bota - Limbe shall be responsible for authorizing payments.
- The Financial Director shall be responsible for the payments 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, APPLICABLE LAWS AND REGULATIONS

- 5.1 The language to be used for the purposes of this tender shall be either *English or French*.
- 5.2 The contractor shall be bound to observe the laws, regulations and ordinances in force in Cameroon and these both within his own organization and in the execution of the contract.

If these 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 to either party.

ARTICLE 6: DOCUMENTS OF THE CONTRACT (ARTICLE 9 OF GAC)

The contractual documents of this contract are:

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexure 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 Lump sum prices and detailed estimates break down of the lump sum prices;
- 6) Plans, calculation, notes, trial documents, geotechnical documents
- 7) 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.
- 8) The General Technical Condition(s) applicable on the services forming the subject of the contract.

ARTICLE 7: GENERAL APPLICABLE INSTRUMENTS IN FORCE

This contract shall be governed by the following texts in order of priority:

7.1 European Union procurement Rules relating to the Contracts for 2017 BAM Program.

7.2 Law No. 2016/018 of 14 December 2016 on the Finance Law of the Republic of Cameroon for the financial year 2017;

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

7.4 Decree No. 2004/275 of 24 September 2004 on Public Contracts Code and implemented by The Circular No. 004/CAB/PM of 30 December 2005;

7.5 Decree No. 2011/408 of 09 December 2011 on the organization of the Government;

7.6 Decree No. 2011/410 of 09 December 2011 on the formation of the Government;

7.7 Decree 2012/074 of 08 March 2012 on the creation, organization and functioning of Public Contracts Tender boards;

7.8 Decree 2012/075 of 08 March 2012 on the organization of the Ministry of Public Contracts;

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

7.10 Decree No. 2013/271 of 05 August 2013 amending and supplementing some provisions of Decree No.2012/074 of 08 March 2012 on the creation, organization and functioning of Public Contracts Tender boards;

- 7.11 Decree 2003/651/PM of 16 April 2003 laying down the procedures for the application of tax and customs regime of public contracts;
- 7.12 Circular Letter No. 003/CAB/PM of 18 April 2008 on the enforcement of rules governing the procurement, execution and control of Public Contracts;
- 7.13 Circular No. 0001/CAB/PR of 19 June 2012 on the procurement and control of the execution of public contracts;
- 7.14 Circular letter No. 002/CAB/PM of 31 January 2011 on the improvement of the performance of the Public Contract system;
- 7.15 ` Circular No. 003/CAB/PM of 31 January 2011 laying down the procedures for the management of changing economic conditions of Public Contracts;
- 7.16 Circular Letter No. 001/C/MINFI of 28 December, 2016 on instructions relating to the execution of the budget of the state, administrative public establishments, regional and local authorities for the 2017 financial year.
- 7.17 Circular letter No. 004/LC/MINMAP/CAB of 26th August, 2013 defining modalities for prior visa to the signing of certain contracts.

ARTICLE 8: COMMUNICATION (ARTICLES 6 AND 10 OF GAC SUPPLEMENTED)

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

- 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 Contracting Authority and immediately after completion of the works, correspondences shall be addressed by Registered mail to the contractor and shall be considered to have been served on the contractor.
- b) In the case where the Contracting Authority is the addressee, Such should be copied to the Chief of Service, Contract Engineer, and Contracts Manager where need be.

8.2 The supplier shall address all written notifications or correspondences to the Contracting Authority with a copy to the Chief of Service and the Contracts Manager.

ARTICLE 9: ADMINISTRATIVE ORDERS (ARTICLE 8 OF GAC) (FOR LOCAL AND OVERSEA BIDDERS)

9.1 The Administrative Order to start execution shall be signed by the Contracting Authority and notified by the Contracts Manager.

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

9.3 Administrative Orders serving as warnings shall be signed by the Contracting Authority and notified by the Contracts Manager.

9.4 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 10: CONTRACTOR'S PERSONNEL (ARTICLE 15 OF GAC SUPPLEMENTED)

10.1 Any modification, even partial, made to the technical offer shall only occur after the written approval of the Contracting Authority. In case of such modification, the contractor shall have the personnel replaced by a member of staff of equal competence (qualifications and experiences).

10.2 In case, the lists of supervisory staff to be used shall be subject to the approval of the Chief of Service within fifteen (15) days of the notification of the Service Order to start execution. The Chief of Service has eight (8) days to notify his opinion in writing with a copy being sent to the Contracting Authority. Beyond this time-limit, the staff list shall be considered as approved.

10.4 Any unilateral modification on the supervisory staff made in the technical offer prior to and during the works shall be a reason for termination of the contract or the application of penalties as mentioned in Article 45 below.

CHAPTER II: FINANCIAL CONDITIONS

ARTICLE 11: GUARANTEES AND SECURITIES (ARTICLES 29 AND 41 OF GAC)

11.1 FINAL BOND

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

The guarantee must be returned or released within one month following the date of provisional acceptance of the works. The Contracting Authority shall order the release upon request by the contractor.

11.2 RETENTION GUARANTEE

The retention fee shall be set at 10 % of the amount of the contract, exclusive of all taxes for Lot 5.

The release of the retention fee or security shall be done within one month after final acceptance by a release issued by the Contracting Authority upon request by the contractor.

11.3 GUARANTEE OF START-OFF ADVANCE

The Contractor may be granted a start off advance of 20% of the contract amount (inclusive of taxes) upon request.

The start- off advance shall be guaranteed at 100% by a Commercial Bank and it shall be reimbursed in full during the payment of the contractor's bills.

ARTICLE 12: AMOUNT OF THE CONTRACT (ARTICLES 18 AND 19 OF GAC SUPPLEMENTED)

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

ARTICLE 13: PLACE AND METHOD OF PAYMENT (ARTICLE 19 OF GAC)

All payments shall be done at the Corporation's Head Office Bota- Limbe by bank transfer into Account No. _____ at _____ Bank in the name of _____, P.O BOX _____, **90 days** end of month or bills of exchange (traite) and **by irrevocable letter of credit for bidders out of Cameroon**. Payment shall be done upon completion of the Works.

The invoices shall be accompanied by a reception certificate duly signed by all the members of the Reception Committee.

ARTICLE 14: PRICE VARIATION (ARTICLE 20 OF GAC)

Prices shall be firm and not subject to any price revision.

ARTICLE 15: METHOD OF EVALUATION OF WORKS DONE (ARTICLE 24 OF GAC SUPPLEMENTED)

The works done shall be evaluated using the unit price schedule.

ARTICLE 16: EVALUATION OF MATERIALS ON SITE (ARTICLE 24 OF GAC SUPPLEMENTED)

16.1 *The Contractor shall be paid for all usable materials intended for the execution of the Works mobilised on site in the event where the contract is prematurely terminated as provided for by the Regulations in force especially the Public Contracts Code.*

16.2 No security shall be requested for payments on account of supplies of materials which are already on site.

ARTICLE 17: ADVANCE PAYMENT (ARTICLE 28 OF GAC)

Upon notification of the Works Order to the Contractor, an advance payment corresponding to **20%** of the contract amount may be granted to the Contractor at his request. The advance may be granted only upon the registration of the Works Order.

The advance payment of 20% shall be guaranteed at **100%** by a Commercial Bank recognized by "Commission Bancaire Pour d'Afrique Centrale" (COBAC).

The release of the guarantee shall be issued upon final reception of the Works Order at the request of the Contractor.

ARTICLE 18: PENALTIES FOR DELAYS (ARTICLE 32 OF GAC SUPPLEMENTED)

The amounts set for penalties for delays are set as follows:

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

The cumulated amounts of penalties for delay shall not exceed ten percent (10%) of the initial contract inclusive of all taxes.

ARTICLE 19: FINAL DETAILED INVOICE (ARTICLE 34 OF THE GAC)

The Contractor has fifteen (15) days after provisional reception and acceptance to submit his final invoice for payment for work done to the Chief of Service.

After completion of the works and within a maximum time-limit of twenty (20) days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final invoice for works executed and which summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

The Chief of Service has ten (10) days to forward the corrected and approved invoice to the Contracting Authority.

ARTICLE 20: RELEASE OF GUARANTEE RETENTION (ARTICLE 35 OF THE GAC)

The Chief of Service has 10 days after final reception to Release the 10% guarantee.

ARTICLE 21: TAXES AND CUSTOMS REGULATIONS (ARTICLE 36 OF THE GAC)

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

- Dues and taxes relating to the extraction of building materials and water.

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

All prices inclusive of Taxes means VAT included.

ARTICLE 22: STAMP DUTY AND REGISTRATION OF WORKS ORDER (ARTICLE 37 OF GAC)

Seven (7) original copies of the contract will be stamped by and at the cost of the contractor, in accordance with the applicable regulations. It shall be exclusively done at the Contractor's Regional Tax Centre.

CHAPTER III: EXECUTION OF WORKS

ARTICLE 23: EXECUTION TIME LIMIT OF THE CONTRACT (ARTICLE 38 OF GAC)

- 23.1 The time-limit for the execution of the Works order forming the subject of this contract shall be within **16 weeks for Lot 1-4, and 20 weeks for lot 5**
- 23.2 This time-limit shall run from the date of notification of the Service Order to commence execution of the works.

ARTICLE 24: ROLES AND OBLIGATIONS OF THE CONTRACTOR (ARTICLE 40 OF GAC)

The Contractor shall be responsible for the Works for which he has been chosen.

To this effect, his mission shall be to ensure its execution under the supervision of the Contract Engineer on behalf of the Corporation and in conformity with the regulations and standards in force. The Contractor shall also be expected to carry out all the necessary calculations, chose and buy all machines, adequate materials etc required for the works and engage suitable workers.

The Contractor confirms that he has verified the volume of work to be executed and that he is reputed to have taken perfect cognizance of the scope of the works and the necessity for prompt action to request irrespective of whether he has to use his own equipment or hire equipment to execute the works. To this end, he cannot use any omission or under-estimate of the Works to make any claims of any nature whatever.

The removal of equipment, materials, installations and work site wastes shall be carried out by the Contractor before the reception, failing which the Corporation shall automatically proceed with it soon after the expiry date at the Contractor's expense.

ARTICLE 25: ROLES AND OBLIGATIONS OF THE CONTRACTING AUTHORITY

The Corporation shall make the site available for the works without interruption. The Corporation shall authorise the Contractor to install a site of the work and allocate any necessary installation for the use of the Contractor

ARTICLE 26: INSURANCE OF STRUCTURES AND CIVIL LIABILITIES (ARTICLE 45 OF GAC)

The Contractor shall show proof of a credible Insurance Policy against third parties. The Corporation shall not indemnify the Contractor in whatever way.

ARTICLE 27: NATURE OF THE WORKS (ARTICLE 46 OF GAC)

The nature of works forming the subject of the contract that shall arise from this Tender shall be for Manual Excavation works and Construction of Sustainable Agricultural Network Structures in the CDC Group Banana Department

ARTICLE 28: DOCUMENTS TO BE FURNISHED BY THE CONTRACTOR (ARTICLE 49 OF GAC SUPPLEMENTED)

27.1 PROGRAMME OF WORKS AND QUALITY ASSURANCE PLAN

Within a minimum deadline of *ten (10) days* from the date of notification of the Service Order to commence execution, the contractor shall submit in *five (5)* copies for the approval of *Contracting Authority after the endorsement of the Contract Engineer* the execution programme of the works, his work schedule, his draft Quality Assurance Plan.

This programme will be exclusively presented according to the furnished models.

Two (2) copies of these documents will be returned to him within a deadline of fifteen days from the date of reception with:

Either the indication "GOOD FOR EXECUTION";

Or the indication of their rejection including the reasons for the said rejection.

The contractor has eight (8) days to present a new one. The Chief of Service then has a deadline of five (5) days to give his approval or possibly make remarks. In this case, the procedure is started all over without this affecting the contractual time-limit.

The approval given by the Chief of Service does not in any way release the contractor of his responsibilities. Meanwhile, works executed before the approval of the programme shall neither be ascertained nor paid for. The updated and approved schedule will become the contractual schedule.

The contractor will constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Contracting Authority.

- a) The contractor shall indicate in this programme the equipment and methods which he intends to use as well as the personnel he intends to employ.
- b) The approval granted by the Contracting Authority shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

27.2 EXECUTION PLAN

- a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the Contract Engineer at least one week prior to the date provided for the commencement of realisation of the corresponding part of the structure.
- b) The Contract Engineer has a deadline of *ten (10) days* to examine and make known his observations. The contractor then has a deadline of *eight days* to present a new file including the said observations

ARTICLE 29: ORGANISATION AND SAFETY ON SITE (ARTICLE 50 OF GAC)

- 29.1 Signs at the work site must be placed within a maximum deadline of one week after the notification of the Service Order to commence work.
- 29.2 The Contractor shall respect all standard safety measures during the execution, shall clear the site upon completion of the works

ARTICLE 30: SETTING OUT OF STRUCTURES

The Engineer shall within a maximum of fifteen (15) days following the date of notification of the Service Order to commence work, make himself available to the Contractor for the setting out of the structures for Lot five(5)

ARTICLE 31: WORK SITE JOURNAL (ARTICLE 56 OF GAC SUPPLEMENTED)

- 31.1 The Work Site Journal must be systematically jointly signed by the Engineer and the contractor's representative during site meetings and *at each site visit*.
- 31.2 It is a joint document in a single copy. Its pages must be numbered and initialled. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.

CHAPTER IV: RECEPTION

ARTICLE 32: RECEPTION (ARTICLE 67 OF GAC) FOR LOT 1-4

The contractor shall request for reception in writing to the Contracting Authority with a copy to the Chief of Service and Contract Engineer. The Reception Commission shall comprise the following members:

Chairperson: The Contracting Authority or his Representative

Secretary: The Engineering Service Manager, (B) , CDC-Tiko
Member: The Group Banana Manager, CDC-Tiko
“ The Representative of MINMAP, Buea

The contractor shall be invited to the reception by mail at least *5 days* prior to the reception. He is bound to attend (or be represented).

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

After the visit of the site, the Commission shall examine the minutes of the preliminary operations to the reception and shall proceed to provisional reception of the works if there is need.

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

The reception report shall specify or set the date of completion of the works.

PROVISIONAL RECEPTION (ARTICLE 67 OF GAC) FOR LOT FIVE ONLY

The contractor shall request in writing to the Contracting Authority with a copy to the Contract Engineer and Contracts Manager for the organisation of a technical reception that shall amongst others ascertain that.

32.1 Tests and checks carried out .

32.2 The folding up of the site installations and the restitution of the site as it was.

32.3 The Reception Committee shall comprise the following members:

Chairperson: The Contracting Authority or his Representative
Secretary: The Engineering Service Manager, (B) Tiko
Member: The Group Banana Manager, CDC-Tiko
“ The Representative of MINMAP, Buea

The contractor shall be invited to the reception by mail at least *5 days* prior to the reception. He is bound to attend (or be represented).

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

After the visit of the site, the Commission shall examine the minutes of the preliminary operations to the reception and shall proceed to provisional reception of the works if there is need.

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

The provisional reception report shall specify or set the date of completion of the works.

32.4 The guarantee period commences from the date of acceptance of this provisional reception

**ARTICLE 33: DOCUMENTS TO BE FURNISHED AFTER EXECUTION
(ARTICLE 68 OF GAC)**

33.1 The Contractor shall furnish within Ten (10) days after completion of the works 3 copies of all working drawings and documents as executed especially those relevant to the maintenance of the works.

33.2 The Corporation shall retain 30% of the retention fee in the event where the Contractor fails to comply with Art 36.2 above.

ARTICLE 34: GUARANTEE PERIOD (ARTICLE 70 OF GAC)

The guarantee period shall be six (6) months to run from the date of the provisional reception of the works for Lot five (5).

ARTICLE 35: FINAL RECEPTION (ARTICLE 72 OF GAC)

Final reception shall take place within a maximum deadline of *ten (10) days* from the date of expiry of the guarantee period for Lot five (5)..

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

CHAPTER V: MISCELLANEOUS PROVISIONS

ARTICLE 36: TERMINATION OF THE CONTRACT (ARTICLE 74 OF THE GAC)

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 instituting the Public Contracts Code and equally under the conditions laid down in Articles 74, 75 and 76 of the GAC especially in cases of:

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

ARTICLE 37: FORCE MAJEURE (ARTICLE 75 OF GAC)

If the contractor were to raise the issue of force majeure, the thresholds below which claims shall not be admitted are:

Rainfall: 200 millimetres in 24 hours;

Wind: 40 metres per second;

Flood: decennial flood .

In the event of circumstances beyond his control hindering the progress of the works, the Contractor shall only be relieved of his responsibilities if he notifies the Corporation in writing of his intention to invoke these circumstances of force majeure within fifteen (15) days of the occurrence of the event. However, the Corporation still reserves the right to appreciate the circumstances of the force

majeure.

ARTICLE 38: DISPUTES (ARTICLE 79 OF GAC)

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 39: PRODUCTION AND DISSEMINATION OF THIS WORKS ORDER

Twenty (20) copies of this contract shall be produced at the cost of the contractor and furnished to the Corporation for distribution.

ARTICLE 40 AND LAST: VALIDITY OF THE WORKS ORDER.

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

Document No. 5
Special Technical Conditions
(STC)

**OPEN INTERNATIONAL INVITATION TO TENDER No.
013/CDC/GBM/I.T.B/17 FOR MANUAL EXCAVATION AND CONSTRUCTION
OF SUSTAINABLE AGRICULTURAL NETWORK STRUCTURES IN THE CDC
GROUP BANANA OF 1/8/17**

TECHNICAL SPECIFICATIONS: See Annextures

DOCUMENT NO. 6
SCHEDULE OF UNIT PRICES

DOCUMENT No. 7

BILL OF QUANTITIES/COST
ESTIMATES

BILL OF QUANTITIES' COST ESTIMATES

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

NAME OF BIDDER: -----

SIGNATURE: -----

DATE: -----

DOCUMENT No. 8
DETAILED UNIT PRICE
BREAKDOWN

Due to the varied software, Bidders are requested to conceive their formats

**DOCUMENT NO. 9:
MODEL CONTRACT**

CAMEROON DEVELOPMENT CORPORATION

CONTRACT No. / 013-CDC/GBM/I.T.B/17
Awarded after *Open International Invitation to Tender No. 013/CDC/GBM/I.T.B./17 of 1/8/2017*

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

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

SUBJECT : *Execution of the.....*

PLACE :

EXECUTION DEADLINE:

AMOUNT IN CFA F:

Amount	
VAT (19.25%)	
Net to be paid	

FINANCING : CDC 2017 Budget and European Union as per BAM 2017 Programme.

SUBSCRIBED ON: _____
SIGNED ON: _____
NOTIFIED ON: _____
REGISTERED ON: _____

Between:

The CAMEROON DEVELOPMENT CORPORATION (CDC) PLC transformed by Decree No. 2016/031 of 19/1/2016 with Head Office at Bota, Limbe represented by Mr. Franklin Ngoni Njie, the General Manager hereinafter referred to as the Contracting Authority

On the one hand,

And

The _____ (Company)
P.O. Box _____ Tel: _____ Fax: _____

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

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. 013 /CDC/GBM/I.T.B/17
Awarded after Open International invitation to tender No.
013/CDC/GBM/I.T.B/17 of 1/8/2017

To _____,...

FOR

EXECUTION DEADLINE: sixteen (16) weeks for lots one (1) to Four (4) and 20 weeks for lot five (5)

Amount of contract in CFA F:

AMOUNT	
VAT (19.25%)	
Net to be paid	

Read and accepted by the contractor

(place of signature) _____ (date)

Signature of Contracting Authority

(place of signature) _____ (date)

Registration

**DOCUMENT NO. 10:
FORMS AND MODELS TO BE USED**

TABLE OF MODELS

Annex No. 1: Declaration of intention to bid

Annex No. 2: Model bid letter

Annex No. 3: Model bid bond

Annex No. 4: Model Final bond

Annex No. 5: Model of start-off advance bond

Annex No. 6: Model of performance bond (Retention Fee)

ANNEXTURE 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 group¹ 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: Tender No. 013/CDC/GBM/I.T.B/17 for the manual excavation works and Construction of Sustainable Agricultural Network Structures in the CDC Group Banana Department.

After having personally taking account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;

- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File.
- I pledge to execute the works within a deadline ofmonths.
- I pledge to maintain my offer for duration of Ninety (90) days from the deadline of submission of tenders.
- Rebates and the modalities of application the said rebates shall be the following (in case of the possibility of award of several lots).

All payments shall be done at the Corporation's Head Office Bota- Limbe by bank transfer into Account No. _____ at _____ Bank in the name of _____, P.O BOX _____, **90 days** end of month or bills of exchange (traite) upon completion of the Works.

The invoices shall be accompanied by a reception certificate duly signed by all the members of the Reception Committee. The invoice shall be validated by the Ministry of Public Contracts before payment.

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

Done at -----

Signature of.....in
the capacity of.....duly
authorised to sign the
tenders on behalf
of.....

¹ Delete where necessary

ANNEXTURE NO. 2: MODEL BID LETTER

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

Representing the _____ company or enterprise or group² 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: Tender No 013/CDC/GBM/I.T.B/17 for the manual excavation works and Construction of Sustainable Agricultural Network Structures in the CDC Group Banana Department.

After having personally taking account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;

- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File.
- Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices reveal 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 execute the works within a deadline ofmonths.
- I pledge to maintain my offer for duration of Ninety (90) days from the deadline of submission of tenders.
- Rebates and the modalities of application the said rebates shall be the following (in case of the possibility of award of several lots).

The Contracting Authority shall pay the sums due for this contract by way bank transfer into Account No. _____ at _____ Bank in the name of _____, P.O BOX _____, **90 days** end of month or bills of exchange (traite) upon the completion of the works Order.

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

Done at -----

Signature of.....in
the capacity of.....duly
authorised to sign the
tenders on behalf
of.....

² Delete where necessary

ANNEXTURE No. 3: MODEL BID BOND

Addressed to *the General Manager CDC Bota – Limbe*

Whereas the undertaking _____ hereinafter referred to as the "bidder" has submitted his tender No. 013/CDC/GBM/I.T.B/17 for manual excavation works and Construction of Sustainable Agricultural Network Structures in the CDC Group Banana Department, hereinafter referred to as "the tender" and to which must be attached bid bonds equivalent to;

LOT NO.	AMOUNT	
	Euros	FCFA
1	908.977	596,250
2	908.977	596,250
3	908.977	596,250
4	908.977	596,250
5	2,719.855	1,784,108

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 of _____, 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 offer 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 _____
[Bank's signature]

ANNEX NO. 4: MODEL OF FINAL BOND

Bank: reference, _____

Address to The General Manager CDC herein after referred 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 works in the CDC Group Banana Department for CDC . Wherefore the it is provided for in the contract that the Supplier shall furnish the Contracting Authority with a final bond 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 referred 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 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 affected on the contract.

This final bond becomes effective and binding upon its signature and once the Contracting Authority notifies the contract to the Supplier. It shall be liberated within five (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

ANNEXTURE NO. 4: MODEL OF START-OFF ADVANCE BOND

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: The General Manager CDC Head Office Bota-Limbe (*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 execution of the works of the total sum corresponding to
the advance of *twenty (20) %* of the amount inclusive of all taxes of contract No. _____, payable upon notification of the corresponding Service Order to start work 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

ANNEXTURE NO. 5: MODEL OF PERFORMANCE BOND
(RETENTION FUND)

Bank: _____
Reference of the bond: No _____

Addressed to The General Manager CDC Bota – Limbe

Hereinafter referred to as “the Contracting Authority”

Whereas _____ (*name and address of Contractor*) hereinafter referred to “the contractor”, pledged, in execution of the contract, to carry out the works of
[.....]

Whereas it is stipulated in the contract that the retention fund fixed at Ten *percentage 10 %* of the amount of the contract may be replaced by a joint guarantee,

Whereas we have agreed to provide the Contractor with this guarantee,
We, _____ [*name and address of the bank*],
Represented by _____ [*names of signatories*] and hereinafter referred to as “the bank”,

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the Contracting Authority for a maximum amount of
[*in figures and letters*] corresponding to *Ten percentage (10 %)* of the contract amount

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 contractor 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 *ten percentage 10 %* of the total amount of the works featuring in the final detailed account, without the Contracting Authority having to prove or give the reasons nor the motive 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 bond and we hereby derogate by the present to the notification of any amendment, addendum or change.

This bond shall enter into force upon signature. It shall be released within thirty (30) days from the date of the final acceptance of the works and upon release issued by the Contracting Authority.

Any request for payment formulated by the Contracting Authority by virtue of this bond 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 and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this pledge and its consequences.

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 BONDS FOR
PUBLIC CONTRACTS**

LIST OF BANKS AUTHORISED TO ISSUE BID BONDS

- 1 BICEC
- 2 UNION BANK OF CAMEROON PLC
- 3 ECOBANK
- 4 UNITED BANK OF AFRICA
- 5 AFRILAND FIRST BANK
- 6 SCB CREDIT AGRICOL
- 7 SGBC
- 8 BANQUE ATLANTIQUE
- 9 STANDARD CHARTERED BANK
- 10 NATIONAL FINANCIAL CREDIT
- 11 CBC
- 12 CITI BANK
- 13 BGFI
- 14 Banque des PME

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 AFRICAIN