

REPUBLIQUE DU CAMEROUN  
*Paix Travail Patrie*

REPUBLIC OF CAMEROON  
*Peace-Work- Fatherland*

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PRESIDENCE DE LA REPUBLIQUE

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PRESIDENCE OF THE REPUBLIC

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MINISTERE DES MARCHES PUBLICS

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MINISTRY OF PUBLIC CONTRACTS

**URGENT OPEN INTERNATIONAL INVITATION TO TENDER  
No194/OIIT/PR/MINMAP/CCPM-AG/2015 OF14/12/15FOR THE  
SUPPLY OF IRRIGATION MATERIALS TO CDC GROUP  
BANANA DEPARTMENT**

**PROJECT OWNER: The General Manager of CDC**

**FINANCING: European Union as per BAM 2016 and CDC 2016 Budget**

**INVITATION TO TENDER**

**DECEMBER, 2015**

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**PROJECT OWNER: The General Manager of CDC**

**FINANCING: European Union as per BAM 2016 and CDC 2016 Budget**

**INVITATION TO TENDER**

**DOCUMENT No. 1: TENDER NOTICE**

**DECEMBER, 2015**

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**URGENT OPEN INTERNATIONAL INVITATION TO TENDER  
No194/OIIT/PR/MINMAP/CCPM-AG/2015 OF14/12/15FOR THE  
SUPPLY OF IRRIGATION MATERIALS TO CDC GROUP BANANA  
DEPARTMENT**

**1: SUBJECT OF THE INVITATION TO TENDER**

The Minister Delegate at the Presidency in charge of Public Contracts launches an urgent open international invitation to tender for the supply of Irrigation Materials for CDC Group Banana Department.

**2: NATURE OF THE SERVICES**

The nature of the services involves the handling, transportation and supply of the Irrigation materials

**3: ESTIMATED BUDGET**

NO.	AMOUNT(HT)	
	Euros	FCFA
1	574,976	377,159,436

**4: PARTICIPATION**

This Urgent Open International Invitation to Tender is open to enterprises with experience in the supply of this equipment.

**5: FINANCING**

The Supplies of the above shall be financed by the European Union as per BAM 2016 and CDC 2016 Budget.

**6: CONSULTATION OF TENDER FILE**

The file may be consulted during working hours at the Ministry of Public Contracts (At the tenders board office), located on the ground floor of Office A of the building housing of the Ministry of Public Contracts, as soon as this notice is published.

**7: ACQUISITION OF TENDER FILE**

The file may be obtained from the Ministry of Public Contracts (At the tenders board office), located on the ground floor of Office A of the building housing of the Ministry of Public Contracts, as soon as this notice is published against payment of non-refundable sum of **Two hundred and fifty thousand (250 000) CFA francs (380 Euros)**, payable at the special account ARMP BICEC (No. 335 98800001-89).

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

Each bid drafted in English or in French in **seven (07) copies** including **one (01) original** and **six (06) copies** marked as such, shall reach the Ministry of Public Contracts (At the tenders board

office), located on the ground floor of Office A of the building housing of the Ministry of Public Contracts not later than **02 FEBRUARY 2016 at 11AM** and should carry the inscription:

**URGENT OPEN INTERNATIONAL INVITATION TO TENDER  
No194/OIIT/PR/MINMAP/CCPM-AG/2015 OF14/12/15FOR THE  
SUPPLY OF IRRIGATION MATERIALS TO CDC GROUP BANANA  
DEPARTMENT**

*“To be opened only during the bid-opening session”*

**9: TENDER GUARANTEE**

Each bidder must include in his administrative file, a provisional guarantee with a validity period of thirty (30) days beyond the original date of validity of bids as follows:

<b>NO</b>	<b>AMOUNT</b>	
	<b>Euros</b>	<b>FCFA</b>
1	11,495	7,540,000

The tender guarantee 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 of **Ninety (90) days** from the date the bids are opened.

Under the risk of being rejected, the required administrative documents must be produced as original documents or photocopies certified as authentic by the issuing authority, in accordance with the listing provided for in the Special tender Regulations. They should be valid in accordance with the law in force.

The absence of the provisional guarantee issued by a recognised bank licensed by the Ministry of Finance or its non compliance with the model documents of the Tender File shall lead to outright rejection of the bid without any appeal.

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

Bids shall be opened in one phase.

The opening of administrative documents, technical and financial files shall take place on the **2<sup>nd</sup> of FEBRUARY, 2016 at 12 NOON** by the Central Tenders Commission for General Procurement, located at block B of the Ministry of Public Contracts (beside Djeuga Palace Hotel). Bidders or their duly mandated representatives shall attend this session. Only one Representative per bidder shall be allowed in the opening session.

**11: EXECUTION PERIOD**

The duration of execution of the supplies shall be as follows;

11.1: **120 days CIF Douala** for International bidders from the date of notification of the letter of credit.

11.2: **130 days** delivery to the CDC Supplies Department Tiko for Local bidders from the date of notification of the services order to commence.

**12: ORIGIN OF GOODS**

All materials must be of European Union origin. The certificate of origin must be issued by the competent authority of the country of origin of the supplies in compliance with European Union rules.

**13: EVALUATION CRITERIA**

**13.1 Eliminary Criteria**

Bids shall be rejected when:

1. Absence of any Administrative document or non-conformity after 48 hours given to correct the document ;
2. They have falsified documents or false declarations;
3. They do not show proof of authorisation from a European Manufacturer;
4. Absence of a catalogue or technical document from the manufacturer with Technical specifications of the items proposed.
5. Absence of a quantified unit price
6. Do not score at least 04 YES out of 06 essential criteria.
7. They do not conform to the technical specifications of the items proposed.

### 13.2 Essential Criteria

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

	CRITERIA	EVALUATION	
		YES	NO
A	- Attestation of solvency at least 50% of financial offer (from a commercial bank for national bidders and from a first class International bank for international bidders)		
B	- Supplier's references (1 justified reference for similar supplies). Justification should be the first and last pages of the signed contract/jobbing order, reception certificate and proof of payment) executed with the last 5years		
C	- The duration of execution of the supplies shall be as follows;  <b>120 days CIF Douala</b> for International bidders from the date of notification of the letter of credit.  <b>130 days</b> delivery to the CDC Supplies Department Tiko for Local bidders from the date of notification of the services order to commence.		
D;	After Sales Service for items No. 36,37 and 38		
E	Guarantee Period of 1year for irrigation materials No. 36,37 and 38		
F	The bidder shall initial and include the following documents in the technical offer; The Special Administrative Conditions (SAC) Document No 4; The Special Technical Conditions (STC) Document No 5;		

**NOTA BENE: The non-respect of four (4 out of six (6) of the above criteria shall result to the elimination of the offer.**

### 13.3 Technical evaluation

The evaluation of these criteria will be done on bases of "YES" or "NO". Any bidder who registers a NO in the Technical evaluations shall result to the elimination of the offer. For the essential criteria, any bidder who does not score four (4) out of the Six (6) points shall result to elimination.

Evaluation of technical characteristic will be on the basis of the catalogue or the manufacturer's data sheets

#### **13.4. Financial evaluation**

The tenders retained after the analysis of the eliminatory and essential criteria shall be considered for financial analysis.

In case of ambiguity in the schedule of Unit Prices, Only the price (s) in letters shall prevail.

#### **14. Attribution**

The contract will be attributed according to lot to the bidder with the best offer and who satisfy the evaluation criteria.

#### **15: CONFLICTS OF REGULATIONS**

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

#### **16: VALIDITY OF OFFERS**

Bidders shall remain committed to their bids for ninety (90) days from the deadline set for the submission of bids.

#### **17: COMPLEMENTARY INFORMATION**

Complementary information may be obtained during working at the Ministry of Public Contracts (tenders board office), located on the ground floor of Office A of the building housing of the Ministry of Public Contracts, as soon as this notice is published.

Yaoundé, 14/12/15

**THE MINISTER DELEGATE AT THE PRESIDENCY**

**IN CHARGE OF PUBLIC CONTRACTS**

**CONTRACTING AUTHORITY**

#### **COPIES:**

- Project Owner
- MINPC (DGMAS, CALAO)
- CCPM-AG
- SOPECAM
- ARMP
- Archives/Chronos
- Notice boards

**DOCUMENT 1**  
**AVIS D'APPEL D'OFFRES**



**AVIS D'APPEL D'OFFRES INTERNATIONAL OUVERT EN PROCEDURE D'URGENCE  
N° 194 /OIT/PR/MINMAP/CCPM-AG/2015 DU 14/12/15 RELATIF A LA FOUNTURE DU  
MATERIEL D'IRRIGATION POUR LE DEPARTEMENT BANANE DE LA CAMEROON  
DEVELOPMENT CORPORATION (CDC)**

**1. OBJET DE L'APPEL D'OFFRES:**

Le Ministre Délégué à la Présidence de la République chargé des Marchés Publics lance un Appel d'Offres International Ouvert en procédure d'urgence relatif à la fourniture du matériel d'irrigation pour le Département Banane de la CDC.

**2. NATURE DES PRESTATIONS:**

La nature des prestations comprend la fourniture, le transport et la livraison du matériel d'irrigation.

**3. BUDGET PREVISIONNEL DES FOURNITURES**

Le budget prévisionnel des fournitures est le suivant :

LOT	DESCRIPTION	BUDGET PREVISIONNEL(FCFA) HT	BUDGET PREVISIONNEL EUROS
1	Fourniture du matériel d'irrigation	377 159 436	574 976

**4. PARTICIPATION:**

Le présent appel d'offres est ouvert à toutes les entreprises ayant une expérience dans les fournitures citées ci-dessus.

**5. FINANCEMENT**

Le financement se fera par le budget 2016 de la CDC et l'Union Européen via ses mesures D'accompagnement de la filière banane.

**6. CONSULTATION DU DOSSIER D'APPEL D'OFFRES**

Les soumissionnaires intéressés peuvent consulter le dossier du présent Appel d'Offres dans les Services du Ministère des Marchés Publics Bâtiment A premier étage Porte 09 (CALAO).

**7. ACQUISITION DU DOSSIER D'APPEL D'OFFRES**

Les soumissionnaires intéressés pourront entrer en possession du dossier d'appel d'Offres dans les services du **Ministre des Marchés Publics bâtiment A (CALAO)** pendant les jours ouvrables Contre paiement d'une somme non remboursable de **250 000 FCFA (380 Euros)** au compte spécial de **L'ARMP n° 335 98800001-89 à la BICEC Cameroun.**

**8. LIEU, DATE ET PERIODE DE REMISE DES OFFRES**

Les offres complètes rédigées en français ou en Anglais et en **sept (07)** exemplaires (une (01) copie originale et six (06) copies) marquées scellées dans une enveloppe devront être déposées dans les services du Ministre des Marchés Publics Bâtiment A.

**Les enveloppes scellées porteront la mention:**

**AVIS D'APPEL D'OFFRES INTERNATIONAL OUVERT EN PROCEDURE D'URGENCE**

**N° 194 /OIIT/PR/MINMAP/CCPM-AG/2015 DU 14/12/15 RELATIF A LA FOUNTITURE DU  
MATERIEL D'IRRIGATION POUR LE DEPARTEMENT BANANE DE LA CAMEROON  
DEVELOPMENT CORPORATION**

**A n'ouvrir qu'en séance de dépouillement**

**9. RECEVABILITE DES OFFRES.**

Les soumissionnaires devront joindre pour chaque lot, une caution de soumission d'un montant de :

No	MONTANT	
	EUROS	FCFA
1	11495	7 540000

établie par une banque de premier ordre figurant sur la liste des établissements bancaires ou organismes financiers agréés par le Ministère des Finances, pour émettre les cautions dans le cadre des marchés publics conformément au code des Marchés Publics. La liste de ces banques est en annexe de ce dossier. Les banques étrangères qui délivreront des cautions de soumission dans le cadre de cet appel d'offres, devront avoir des correspondants dans le réseau des banques locales de premier ordre. La durée de validité de ce cautionnement est de cent vingt **(90) jours** suivant la date de dépôt des offres.

Sous risque de rejet, les documents administratifs devront être des originaux ou des photocopies légalisées par l'autorité compétente conformément à la liste prévue dans le Règlement Spécial de l'Appel d'Offres. Les dits documents devront être conformes à la réglementation en vigueur.

**Les plis non complets et les pièces non conformes seront rejetés.**

**10. LIEU, DATE ET HEURE D'OUVERTURE DES OFFRES:**

La session d'ouverture des Offres administrative, technique et financière aura lieu le **02 FEV 2016 à 12 heures** dans les locaux de la de la Commission Centrale Bâtiment B sis face Direction Général CAMINSUR face Hotel Djeuga Palace. L'ouverture des offres se fera en présence des soumissionnaires ou de leurs représentants, dûment mandatés un seul représentant par soumissionnaire est accepté.

**11. LIEU ET PERIODE D'EXECUTION :**

Les délais de livraisons seront de 120 jours pour les fournisseurs étrangers et 120 jours également pour les locaux à la Direction des approvisionnements sis à Tiko après la notification de l'ordre Administratif de commencer.

La durée d'exécution des fournitures se fera ainsi :

**11.1 120 jours** CIF Douala pour les internationaux après la notification de la lettre de crédit

**11.2 130 jours** pour les locaux après notification de l'ordre de service de commencer.

**12. ORIGINE DE MARCHANDISES**

Les matériaux doivent provenir des pays de l'Union Européen. Un certificat d'origine attestent de cette origine devra être délivré.

**13. CRITERES D'EVALUATION**

Les critères considérés seront les suivants :

### 13.1 Critères éliminatoires

- 1- Absence d'une pièce administrative ou non-conformité de l'une d'elle après 48 heures accordé pour produire la pièce conforme ;.
- 2-Pièce falsifiée ou fausse déclaration ;
- 3-Absence d'une autorisation du fabricant ressortant d'un pays membre de l'Union Européenne ;
- 4-Absence de fiches techniques permettant d'examiner les caractéristiques techniques pour chaque matériel proposé ;
- 5-Absence d'un prix unitaire quantifié
- 6-Non satisfaction d'au moins quatre (4) sur six (6) critères essentiels
- 7- Non-respect des spécifications techniques du matériel proposé

### 13.2 Critères essentiels

Les soumissionnaires devront répondre par oui ou non

	CRITERES	EVALUATION	
		OUI	NON
A	- Attestation de solvabilité $\geq$ 50% du montant proposé		
B	Références des fournitures (Au moins 1 référence similaire à justifier par la première et dernière page d'un contrat où lettre commande signé, procès verbal de réception et une preuve de paiement) exécuté pendant les 5 dernières années.		
C	- Le délai de livraison n'excédera 120 jours CIF Douala pour les internationaux après la notification de la lettre de crédit 130 jours pour les locaux après notification de l'ordre de service de commencer.		
D	Service après vente pour les articles 36,37 et 38		
E	La période de garantie doit être $\geq$ un an pour les articles 36,37 et 38		
F	Les soumissionnaires devront viser les documents suivants : - Document 4 - Document 5		

**NB : Le non respect de 4 sur 6 critères cite ci-dessus entrainera l'élimination de l'offre**

### 13.3 Evaluation technique

L'évaluation de ces critères se fera sur la base de oui et non tout soumissionnaire inscrit sur non sur les critères essentiels, sera éliminé. Le non respect de 5 sur 6 critères cite ci-dessus entrainera l'élimination de l'offre.

L'évaluation de caractéristiques techniques se fera sur la base du catalogue.

### 13.4 Evaluation financière

Après l'évaluation technique, les offres retenues seront considéré pour l'analyse financière. En cas de conflit les différents prix, le prix en lettre primera.

## 14. MODE D'ATTRIBUTION

Le marché sera attribué au soumissionnaire ayant satisfait tous les critères éliminatoires et dont l'offre sera évaluée la moins-disante.

## 15. CONFLIT DE LOIS

En cas de conflit entre la réglementation locale et Européenne, celle de l'union Européenne Primera sur celle locale.

**16. DUREE DE VALIDITE DES OFFRES.**

Les soumissionnaires restent engagés par leurs offres pendant **quatre vingt dix (90) jours** à partir de la date de l'ouverture des offres.

**17. RENSEIGNEMENTS COMPLEMENTAIRES:**

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables à la Cellule d'Appui au Lancement des Appels d'Offres, Téléphone : 222 20 49 13, située au bâtiment A de l'immeuble abritant les Services du Ministère des Marchés Publics.

**Le Ministre Délégué à la Présidence Chargé des  
Marchés Publics,  
Autorité Contractante**

**Ampliations :**

- Maitre d'Ouvrage
- CCPM-AG
- CALAO (pour information)
- SOPECAM (pour publication)
- ARMP
- Archives / Chronos
- Affichage (pour information)

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No194/OIIT/PR/MINMAP/CCPM-AG/2015 OF14/12/15FOR THE  
SUPPLY OF IRRIGATION MATERIALS TO CDC GROUP BANANA  
DEPARTMENT**

**PROJECT OWNER: The General Manager of CDC**

**FINANCING: European Union as per BAM 2016 and CDC 2016 Budget**

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

**DECEMBER, 2015**

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## GENERAL RULES OF THE INVITATION TO TENDER

### GENERAL PROVISIONS

#### ARTICLE 1: SCOPE OF THE TENDER

1.1 The Minister Delegate at the Presidency in charge of Public Contracts launches an Urgent Open International Invitation to Tender for the supply of **irrigation Materials** for group Banana Department of Cameroon Development Corporation.

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

In this Tender File, the terms “Contracting Authority” shall be the Minister delegate at the Presidency incharge of Public contracts and the term “day” means a calendar day.

#### ARTICLE 2: FINANCING

The source of financing of the supplies shall be the European Union as per BAM 2016 CDC 2016 Budget.

#### ARTICLE 3: FRAUD AND CORRUPTION

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

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

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

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

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

iv) and “coercive practices” mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.

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

#### ARTICLE 4: CANDIDATES ALLOWED TO COMPETE

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

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

a bidder (including all members of a group of enterprises and all sub-suppliers to the bidder) must be from an eligible country, in accordance with the funding agreement.

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

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

is associated or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of



specifications and other documents used within the scope of contracts awarded for this invitation to tender; or

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

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

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

## **ARTICLE 5: SUPPLIES OF MATERIALS AND AUTHORISED SERVICES**

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

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

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

## **ARTICLE 6: QUALIFICATION OF BIDDER**

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

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

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

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

- (i) Access to a credit line or availability of other sources of funding; considering the scope of the services, the production of recent balance sheets and turnovers may be required;
- (ii) Orders acquired and contracts awarded;
- (iii) Pending litigations; and
- (iv) Availability of indispensable stock.

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

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

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

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

(d) The member of the group designated as the representative will represent all the undertakings vis à vis the Contracting Authority with regard to the execution of the Contract.

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

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

## **B. TENDER FILE**

### **ARTICLE 7: CONTENT OF TENDER FILE**

7.1 The Tender file describes the supplies forming the subject of the contract, sets the consultation procedure of suppliers and specifies the terms of the contract. Besides the addendum (addenda) published in accordance with article 9 of the General Regulations of the invitation to tender, it includes the following documents: The Tender Notice;  
The General Regulations of the invitation to tender;  
The Special Regulations of the invitation to tender;  
Model contract;  
The Special Administrative Conditions;  
The Special Technical Conditions;  
The bill of quantities and cost estimates;  
Model Forms  
Model tender letter;  
Model Tender guarantee  
Model Performance guarantee  
Model of guarantee of start-off advance  
Model of retention guarantee  
List of banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue Guarantees to Local Bidders.

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

### **ARTICLE 8: CLARIFICATIONS ON THE TENDER FILE**

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

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

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

8.3 The complaint must be addressed to the Contracting Authority with copies to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board. It must reach the Contracting Authority not later than fourteen (14) days before the opening of bids.

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

### **ARTICLE 9: AMENDMENT OF THE TENDER FILE**

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

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

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

## **C PREPARATION OF OFFERS**

### **ARTICLE 10: COST OF TENDER**

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

### **ARTICLE 11: LANGUAGE OF OFFER**

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

### **ARTICLE 12: DOCUMENTS OF THE OFFER**

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

#### **VOLUME 1: ADMINISTRATIVE FILE**

It includes:

- All documents attesting that the bidder:
  - has subscribed to all declarations provided for by the laws and regulations;
  - paid all taxes, duties, contributions, fees or deductions of whatever nature;
  - is not winding up or bankrupt;
  - is not the subject of an exclusion order or forfeiture provided for by the laws in force;
    - ii) The Tender guarantee established in accordance with the provisions of article 19 of the General Regulations of the invitation to tender;
    - iii) the written confirmation empowering the signatory of the offer to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.

#### **VOLUME 2: TECHNICAL OFFER**

##### **b.1 *Information on qualifications***

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

##### **b.2 *Methodology***

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

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

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

The Special Administrative Conditions (SAC); The Special Technical Conditions (STC).

### **VOLUME 3: FINANCIAL OFFER**

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

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

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

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

### **ARTICLE 13: CONTRACT AMOUNT**

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

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

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

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

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

### **ARTICLE 14: CURRENCY OF OFFER AND PAYMENT**

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

### **ARTICLE 15: DOCUMENTS ATTESTING THE ELIGIBILITY OF THE BIDDER**

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

### **ARTICLE 16: DOCUMENTS ATTESTING THE ADMISSIBILITY OF SUPPLIES**

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

16.2: These documents shall consist of;

- a) A declaration on the country of origin of the supplies,
- b) A certificate of origin of the supplies at the time of shipment.

### **ARTICLE 17: DOCUMENTS ATTESTING THE CONFORMITY OF THE SUPPLIES**

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

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

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

- a) References and catalogues
- b) Any other relevant document and /or information.

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

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

#### **ARTICLE 18: DOCUMENTS ATTESTING THE QUALIFICATION OF THE BIDDER**

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

- a) Where the Special Administrative Conditions stipulate, the bidder who does not produce shall show written proof that he has the authority of the producer to market and distribute same in the Republic of Cameroon.
- b) That the bidder has the financial and technical capacity to execute the contract.
- c) Where the bidder is not domiciled in the Republic of Cameroon, and in the event where the contract is awarded him, he shall be represented by a Cameroonian based Enterprise with the requisite capacity (both technical and financial) to ensure and maintenance essential Stock of the items.
- d) That the bidder has the requisite experience in the execution of such supplies.

#### **ARTICLE 19: TENDER GUARANTTEE**

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

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

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

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

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

19.6 The Tender guaranttee may be seized:

- a) if the bidder withdraws his offer during the period of validity;
- b) Do not accept the correction of errors in application of Article 32.

- c) if the retained bidder:
  - i) fails in his obligation to subscribe to the contract in application of article 42 of the General Regulations;
  - ii) fails in his obligation to furnish the required Performance guarantee in application of article 43 of the General Regulations.

#### **ARTICLE 20: VALIDITY OF OFFERS**

20.1 Offers must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in conformity with the Special Regulations. An offer valid for a shorter period shall be rejected by the Contracting Authority for non-conformity.

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

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

#### **ARTICLE 21: FORM AND SIGNATURE OF OFFER**

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

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

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

### **D. SUBMISSION OF OFFERS**

#### **ARTICLE 22: SEALING AND MARKING OF OFFERS**

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

22.2 The external and internal envelopes:

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

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

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

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

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

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

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

### **ARTICLE 24: LATE OFFERS**

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

### **ARTICLE 25: MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF OFFERS**

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

“WITHDRAWAL”, and “REPLACEMENT OFFER” or “MODIFICATION”.

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

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

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

## **E. OPENING OF BIDS AND EVALUATION OF OFFERS**

## **ARTICLE 26: OPENING OF BIDS AND PETITIONS**

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

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

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

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

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

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

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

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

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

## **ARTICLE 27: CONFIDENTIAL CHARACTER OF THE PROCEDURE**

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



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

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

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

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

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

#### **ARTICLE 29: CONFORMITY OF OFFERS**

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

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

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

which substantially limits the scope, quality or realisation of the supplies;  
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 whose correction would unjustly affect the competitiveness of the other bidders who presented offers that essentially conformed with the Tender File.

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

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

#### **ARTICLE 30: EVALUATION OF TECHNICAL OFFERS**

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

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

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

The Evaluation sub committee shall be made up of an **odd number** (3, 5, 7 ...) as per European Union regulations.

### **ARTICLE 31: QUALIFICATION OF THE BIDDER**

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

### **ARTICLE 32: CORRECTION OF ERRORS**

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

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.

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.

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

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

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

### **ARTICLE 33: CONVERSION TO SINGLE CURRENCY**

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

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

### **ARTICLE 34: EVALUATION OF OFFERS AT THE FINANCIAL LEVEL**

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

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

The financial offers as per the Special Regulations.

By correcting any possible error in the price as found in the Bill of Quantities/cost estimates in accordance with the provisions of article 32 of the General Regulations

By taking into consideration all rebates given in the Bill of Quantities/cost estimates.

By taking into consideration the margin of national preference in application of Article 35 of the General regulations of the invitation to Tender.

34.3 In evaluation of the financial offers, the sub-committee shall apart from the prices offered, take into consideration, elements pertaining to Technical characteristics, performance and condition of the sales. It shall no take into consideration:

a) Taxes on sales and or similar taxes imputed on the amount of the supplies.

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

#### **ARTICLE 35: MARGIN OF NATIONAL PREFERENCE**

During evaluation of the offers, national bidders shall benefit from the margin of preference as provided for in the public Contracts Code where it is stipulated in the Special regulation of the Invitation to Tender.

#### **ARTICLE 36: COMPARISON OF OFFERS**

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

### **F. AWARD OF THE CONTRACT**

#### **ARTICLE 37: AWARD**

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

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

#### **ARTICLE 38: THE RIGHT BY THE CONTRACTING AUTHORITY TO DECLARE AN INVITATION TO TENDER UNSUCCESSFUL OR CANCEL A PROCEDURE**

The Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorisation of the Minister of Public Contracts where the offers have been opened or to declare an invitation to tender unsuccessful after the advice of the Tenders Board, without any claims being entertained.

#### **ARTICLE 39: MODIFICATION OF QUANTITIES DURING AWARD OF THE CONTRACT**

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

#### **ARTICLE 40: NOTIFICATION OF THE AWARD OF THE CONTRACT**

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

#### **ARTICLE 41: PUBLICATION OF RESULTS**

41.1 The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the results, the Independent Observer's report as well as the minutes of the

award session of the related contract to which shall be attached the evaluation report of the offers.

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

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

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

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

## **ARTICLE 42: SIGNING OF THE CONTRACT**

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

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

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

## **ARTICLE 43: PERFORMANCE GUARANTTEE**

**43.1** The Supplier shall, together with the return of the countersigned contract, furnish the Contracting Authority with a guarantee for the full and proper execution of the contract. The amount of the guarantee shall be specified in the Special Conditions. It shall not exceed 10% of the amount of the contract price, including any amounts stipulated in addenda to the contract.

**43.2** The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Supplier's failure to perform his contractual obligations fully and properly.

**43.3** The performance guarantee shall be in the format given in Annex V and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company or an irrevocable letter of credit.

**43.4** The performance guarantee shall be denominated in the currency in which the contract is payable. No payments shall be made in favour of the Supplier prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.

**43.5** During the execution of the contract, if the natural or legal person providing the guarantee is not able to abide by his commitments, the guarantee shall cease to be valid. The Contracting Authority shall give formal notice to the Supplier to provide a new guarantee on the same terms as the previous one. Should the Supplier fail to provide a new guarantee, the Contracting Authority may terminate the contract. Before so doing, the Contracting Authority shall send a registered letter with acknowledgement of receipt, which shall set a new deadline of no less than 15 days from the day of delivery of the letter.

**43.6** The Contracting Authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the Supplier's default under the contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the Contracting Authority and may not raise any objection for any reason whatsoever. Before making any claim under the performance guarantee, the Contracting Authority shall notify the Supplier stating the nature of the default in respect of which the claim is to be made.

**43.7** Except for such part as may be specified in the Special Conditions in respect of after-sales service, the performance guarantee shall be released within 45 days of the issue of the final acceptance certificate

REPUBLIQUE DU CAMEROUN    REPUBLIC OF CAMEROON

*Paix Travail Patrie*

*Peace-Work- Fatherland*

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PRESIDENCE DE LA REPUBLIQUE

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PRESIDENCE OF THE REPUBLIC

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MINISTERE DES MARCHES PUBLICS

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MINISTRY OF PUBLIC CONTRACTS

**URGENT OPEN INTERNATIONAL INVITATION TO TENDER  
No194/OIIT/PR/MINMAP/CCPM-AG/2015 OF14/12/15 FOR THE  
SUPPLY OF IRRIGATION MATERIALS TO CDC GROUP BANANA  
DEPARTMENT**

**PROJECT OWNER: The General Manager of CDC**

**FINANCING: European Union as per BAM 2016 and CDC 2016 Budget**

**INVITATION TO TENDER**

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

**DECEMBER, 2015**

## SPECIAL REGULATIONS OF THE INVITATION TO TENDER

1	<b>DESCRIPTION OF THE SUPPLIES:</b> The Minister of Public Contracts intends to procure Irrigation materials for the Group Banana Department of CDC.		
2	<b>NAME AND ADDRESS OF THE CONTRACTING AUTHORITY:</b> The Minister Delegate in charge of Public Contracts, Yaoundé Tender reference: 194/OIIT/PR/MINMAP/CCPM-AG/2015.		
3	<b>NAME AND ADDRESS OF THE PROJECT OWNER:</b> The General Manager, CDC Head Office Bota, Limbe		
4	<b>Delivery Period:</b> The duration of execution of the supplies shall be <b>120 days CIF Douala</b> for International bidders; <b>130 days</b> delivery to the CDC Supplies Department Tiko for Local bidders from the date of notification of the services order to commence		
5	<b>FINANCING: European Union as per BAM 2016 and CDC 2016 Budget.</b>		
6	EVALUATION GRILL		
	<b>All Bids received shall be evaluated and compared as follows:</b>		
	A –ELIMINATION CRITERIA		
	Bids shall be rejected when:		
	- Absence of any Administrative document or non-conformity after 48 hours given to correct the document		
	- They have falsified documents or false declarations;		
	- They do not show proof of authorisation from a European Manufacturer;		
	- Absence of a catalogue or technical document from the manufacturer with Technical specifications of the items proposed.		
	- Absence of a quantified unit price		
	- Do not score at least 04 YES out of 06 essential criteria.		
	- They do not conform to the technical specifications of the items proposed.		
	<b>B – MAIN QUALIFICATION CRITERIA</b>		
	<b>CRITERIA</b>	<b>EVALUATION</b>	
		YES	NO
a	Attestation of solvency at least 50% of financial offer (from a commercial bank for national bidders and from a first class International bank for international bidders)		
b	- Supplier's references (1 justified reference for similar supplies). Justification should be the first and last pages of the signed contract/jobbing order, reception certificate and proof of payment) executed with the last 5years		

c	- The duration of execution of the supplies shall be as follows; <b>120 days CIF Douala</b> for International bidders from the date of notification of the letter of credit. <b>130 days</b> delivery to the CDC Supplies Department Tiko for Local bidders from the date of notification of the services order to commence.		
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d	After Sales Service for items No. 36,37 and 38		
e	Guarantee Period of 1year for irrigation materials No. 36,37 and 38		
f	The bidder shall initial and include the following documents in the technical offer; The Special Administrative Conditions (SAC) Document No 4; The Special Technical Conditions (STC) Document No 5;		

**NOTA BENE: The non-respect of five (5) out of six (6) of the above criteria shall result to the elimination of the offer.**

**Evaluation of technical characteristic will be on the basis of the prospectus or the manufacturer's data sheets**

7	<b>LANGUAGE:</b> Offers shall be written in either English or French
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8	<p><b>PRESENTATION OF OFFERS</b> <b>ENVELOPE A - VOLUME 1: ADMINISTRATIVE DOCUMENTS</b></p> <p>A1 Declaration of intention to bid, according to the attached model Doc. 9 1).</p> <p>A2 The Protocol Agreement (In a case of joint bid).</p> <p>A3 The power of attorney where need be (In a case of joint bid).</p> <p>A4 A certificate of non-bankruptcy not more than three (3) months preceding the date of submission of offers.</p> <p>A5 An attestation of the Bidder's Bank Account, issued by an internationally recognized Bank</p> <p>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.</p> <p>A7 Bidders shall provide a Tender guarantee as follows:</p> <table border="1" data-bbox="268 1460 758 1585"> <thead> <tr> <th rowspan="2">NO.</th> <th colspan="2">AMOUNT</th> </tr> <tr> <th>Euros</th> <th>FCFA</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>11,495</td> <td>7,540,000</td> </tr> </tbody> </table> <p>The guarantee must be issued by any internationally recognised Bank For bidders out of Cameroon and any financial Institution authorised to issue Bid Bonds for Public Contracts as per the list in Doc. 11. For local bidders The Tender guarantee shall have a validity of <b>Ninety (90) days</b> from the date the bids are opened.</p> <p>A8 An Attestation of Non-exclusion from public contracts for this Tender delivered by the Public Contracts Regulatory Agency.</p> <p>A9 Dealership agreement</p> <p><b><u>FOR LOCAL BIDDERS ONLY</u></b></p> <p>A10 An attestation for Bidding Purposes for the Tender issued by the National Social Insurance Fund to certify that the bidder has fulfilled his obligations towards the fund.</p> <p>A11 A Valid Tax Assessment Certificate issued by the Tax Department certifying that the bidder has effected all statutory declarations in issues of taxes for the</p>	NO.	AMOUNT		Euros	FCFA	1	11,495	7,540,000
NO.	AMOUNT								
	Euros	FCFA							
1	11,495	7,540,000							



	<p>current financial year. A12 Current business</p>
	<p>license certified by taxation. A13 Valid Tax Payer's Card certified by taxation at actual tax base. A14 Certified copy of Localization Plan/Attestation</p> <p><b>ENVELOPE B – VOLUME II: TECHNICAL OFFER</b></p> <p>B1- Attestation of solvency of at least 20% of financial offer (from a commercial bank for national bidders and from a first class International bank for international bidders) B2- Supplier's references (1 justified reference for similar supplies). Justification should be the first and last pages of the signed contract/jobbing order, reception certificate and proof of payment) B.3- Delivery Period B4 - Proof of acceptance of the contract conditions Bidders must sign as proof of acceptance of the contract</p>

	<p>conditions the following documents: Special Administrative Clauses (Doc 4). Each page should be initialled and last page signed and stamped. Technical Specifications (Doc 5). Each page should be initialled and last page signed and stamped.</p> <p>B5 After sales services - Produce a solemn undertaking in charge of a store with spare parts.</p> <p>B6 Warranty - Proof of a one-year warranty of the equipment proposed; - Produce a manufacturer's authorization;</p> <p><b>ENVELOPE C – VOLUME III: FINANCIAL OFFER</b></p> <p>C1 Bid letter with a fiscal stamp attached. C2 Duly filled Unit Price Schedule C3 Hard copy of duly filled detailed Bill of Quantities/Cost estimates. C4 Electronic copy of duly filled detailed Bill of Quantity/cost Estimates.</p> <p><b>CHARACTERISTICS OF THE FINANCIAL OFFER:</b> Local bidders should include Value added Tax (VAT) of 19.25% to their Financial Offer International bidders should clearly show the following in their Financial Offer: Total FOB Sea freight to Douala Marine Insurance Total CIF Douala</p> <p><b>COMPARISON OF FINANCIAL OFFERS:</b> The following costs shall be added to the Financial Offer of oversea bidders in order to compare their bids with those of Local bidders;</p>
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	a) Custom Duty .....;.....20% of CIF Value b) Debour.....2% of CIF Value c) Fiche Guchet .....12,500 FCFA d) TEL de la Douane .....10,000 FCFA e) Frais D'acconage .....140,000 FCFA/20 Feet Container f) Timbre sur Bill of Lading .....15,000 FCFA g) Frais de dossier de d'acconier .....23,850 FCFA h) Frais de dossier de transit .....25,000 FCFA i) Honoraire Agrée en Douane .....245,000FCFA+0.5% of CIF Value j) Transport Douala-Tiko .....250,000 F CFA/20ft Container k) Import Declaration .....0.95% of FOB Value l) Total Delivery to CDC Tiko .....CIF Value + Items a-k above m) Value Added Tax .....19.25% of (CIF Value + Items i and j) n) Total all expenses included .....Items l + m								
9	<b>PRICE AND CURRENCY OF OFFER</b> <b>The currency shall be in FCFA for local bidders and Euros for International bidders.</b>								
	The prices of the contract shall not be reviewed.								
10	<b>ORIGIN OF ITEMS</b>								
	The Materials must be of European origin.								
11	<b>VALIDITY OF OFFERS:</b> The period of validity of offers is Ninety ( <b>90</b> ) days from the date of opening of bids.								
12	<b>TENDER GUARANTEE</b>								
	Amount of guarantee (Tender guarantee) of the offer is fixed as follows: <table border="1" style="margin-left: 40px;"> <thead> <tr> <th rowspan="2">NO.</th> <th colspan="2">AMOUNT</th> </tr> <tr> <th>Euros</th> <th>FCFA</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>11,495</td> <td>7,540,000</td> </tr> </tbody> </table>	NO.	AMOUNT		Euros	FCFA	1	11,495	7,540,000
NO.	AMOUNT								
	Euros	FCFA							
1	11,495	7,540,000							
13	<b>MANNER OF SUBMISSION</b>								
	Complete offers written in either English or French and in <b>seven</b> copies (One Original and <b>six Copies</b> ) sealed in an envelope shall be deposited at the <b>Ministry of Public Contracts, Yaounde</b> on or before the <b>02/02/16</b> at <b>11AM</b> Local time or by Registered mail to the <b>Ministry of Public Contracts, Yaoundé</b> .								
	Address of the Contracting Authority to be used for the submission of offers: <b>THE MINISTRY OF PUBLIC CONTRACTS, YAOUNDE</b> <b>WITH THE INSCRIPTION:</b> <b>URGENT OPEN INTERNATIONAL INVITATION TO TENDER</b> <b>No194/OIIT/PR/MINMAP/CCPM-AG/2015 OF14/12/15 FOR THE SUPPLY OF IRRIGATION MATERIALS TO CDC GROUP BANANA DEPARTMENT</b>								
14	<b>VENUE, DATE AND TIME OF SUBMISSION OF BIDS:</b>								

	Venue, date and time of submission of bids: All bids shall be submitted at the Ministry of Public Contracts, Yaoundé on or before <b>02/02/2016</b> at <b>11am</b> local time.
15	<b>VENUE, DATE AND TIME OF OPENING OF BIDS:</b>
	Venue, date and time of opening of bids: All bids shall be opened at the Ministry of Public Contracts, Yaoundé on or before <b>02/02/2016</b> at <b>12noon</b> local time
16	<b>AWARD OF THE CONTRACT</b>
	The contract shall be awarded to the bidder with the lowest financial offer. He shall provide a final bond of 5% of his financial offer upon notification of the award.

REPUBLIQUE DU CAMEROUN

*Paix Travail Patrie*

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PRESIDENCE DE LA REPUBLIQUE

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REPUBLIC OF CAMEROON

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REPUBLIC OF CAMEROON

*Peace-Work- Fatherland*

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PRESIDENCE OF THE REPUBLIC

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MINISTRY OF PUBLIC CONTRACTS

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**URGENT OPEN INTERNATIONAL INVITATION TO TENDER  
No194/OIIT/PR/MINMAP/CCPM-AG/2015 OF14/12/15 FOR THE  
SUPPLY OF IRRIGATION MATERIALS TO CDC GROUP BANANA  
DEPARTMENT**

**PROJECT OWNER: The General Manager of CDC**

**FINANCING:European Union as per BAM 2016 and CDC 2016 Budget**

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

**DECEMBER 2015**

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# TITRE I: SPECIAL ADMINISTRATIVES CONDITIONS

## CHAPTER I: GENERAL PROVISIONS

### ARTICLE 1: SUBJECT OF THE CONTRACT

The Subject of the present contract is for the supply of Irrigation materials for CDC Group Banana Department.

### ARTICLE 2: CONSISTENCY OF THE SUPPLY

The nature of the services involves the handling, transportation and supply of Irrigation materials.

### ARTICLE 3: CONTRACT AWARD PROCEDURE

The Procedure of Award of this Contract is by Urgent Open international Invitation to Tender No. 194/OIIT/PR/MINMAP/CCPM-AG/2015.

### ARTICLE 4: DEFINITIONS AND DUTIES

#### GENERAL DEFINITIONS:

**THE CONTRACTING AUTHORITY:** The Minister Delegate at the Presidency In charge of Public Contracts. **THE PROJECT OWNER:** The General Manager, CDC Bota

**THE CHIEF OF SERVICE:** The Group Banana Manager, CDC- Tiko

**THE CONTRACT ENGINEER:** The Engineering Service Manager Banana, CDC Tiko.

**THE SUPPLIER:** .....

### ARTICLE 6: SECURITY

The Minister Delegate at the Presidency In charge of Public Contracts shall be responsible for authorizing payments.

The General Manager 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.

### ARTICLE 7: LANGUAGE, LAWS AND APPLICABLE REGULATIONS

The Language to be used shall be English or French.

The supplier shall respect and observe all the laws and regulations in force in the Republic of Cameroon relating to the execution of Public Contracts.

Where the laws and regulations (administrative and fiscal) are modified after the date of signature of the present contract, incidental cost arising from such modification shall be taken into consideration.

### ARTICLE 8: STANDARDS

The goods to be supplied in execution of the present contract shall conform to the standard provided for in the special Technical Conditions. Where the Special Technical Condition is silent on the standard, the applicable standard shall be that which is recently approved by the Competent Authority.

## **ARTICLE 9: DOCUMENTS OF THE CONTRACT**

The documents of this contract are:

- 1) Bid Letter (See attached model- Doc No 9 A1).
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) referred to above.
- 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 statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices.
- 6) The General Administrative Conditions applicable on Public works, Supplies Service contracts made enforceable by Order No. 033/CAB/PM of 13 February 2007.
- 7) The General Technical Condition(s) applicable on the services forming the subject of the contract.

## **ARTICLE 10: APPLICABLE TEXTS**

The Supplier remains subject to the following general texts:

The Supplier be subjected to the following general laws:

1. European Union procurement Rules relating to the Contracts for 2016 BAM Program.
2. Law No. 2013/017 of 16 December 2013 on the Finance Law of the Republic of Cameroon for the financial year 2014;
3. 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;
4. Decree No. 2011/408 of 09 December 2011 on the organization of the Government;
5. Decree No. 2011/410 of 09 December 2011 on the formation of the Government;
6. Decree 2012/074 of 08 March 2012 on the creation, organization and functioning of Public Contracts Tender boards;
7. Decree 2012/075 of 08 March 2012 on the organization of the Ministry of Public Contracts;
8. 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;
9. 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;
10. Circular Letter No. 003/CAB/PM of 18 April 2008 on the enforcement of rules governing the procurement, execution and control of Public Contracts;
11. Circular No. 0001/CAB/PR of 19 June 2012 on the procurement and control of the execution of public contracts;
12. Circular letter No. 002/CAB/PM of 31 January 2011 on the improvement of the performance of the Public Contract system;
13. Circular No. 003/CAB/PM of 31 January 2011 laying down the procedures for changes management of economic conditions of Public Contracts;
14. Circular Letter No. 0683/C/MINFI of 31December, 2014 on instructions relating to the execution of the budget of the state, administrative public establishments, regional and local authorities for the 2015 financial year. Texts governing the

domain;

15. Standard norms;
16. Others showing specific domains concern.

### **ARTICLE 11: CONFORMITY OF THE SUPPLIES**

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

### **ARTICLE 12 COMMUNICATION**

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

In the case where the supplier is the addressee: -----

In the case where the Project Owner is the addressee,  
The General Manager of CDC Tel.: 3333 22 51, Fax: 33 33  
26 80 Such shall be copied to the Contracting Authority.

### **ARTICLE 13: ADMINISTRATIVE ORDERS**

The Administrative Order to start execution shall be signed by the Contracting Authority and notified by the General Manager of Cameroon Development Corporation (CDC);

Administrative Orders with financial incidence likely to modify the time-limits shall be signed by the Contracting Authority and notified by the Project Owner;

The Administrative Orders with technical incidence relating of the execution of the supplies and without financial incidence shall be signed by the Chief of Service and notified by the Contract Engineer;

Administrative Orders serving as warnings shall be signed by the Project Owner and notified by the Chief of Service.

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 14: MATERIALS TO BE SUPPLIED**

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

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

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

## **CHAPTER II: FINANCIAL PROVISIONS**

### **ARTICLE 15: GUARANTEES AND BONDS**

#### **15.1 FINAL BOND(PERFORMANCE GUARANTEE)**

The final bond which guarantees the execution of works shall be constituted within twenty (20) days from the date of notification of the contract and not from the date of notification of the order of service to provide services.



The provisional bid bond is returned to the supplier as soon as this final guarantee is constituted.

The amount is set at five percent (5%) of the amount of the contract inclusive of all taxes.

The final guarantee may be replaced by a joint and several guarantee by a first-class bank installed in Cameroon and approved by the Minister in charge of Finances or any internationally recognised Bank of first class (with correspondence in Cameroon).

The bond shall be returned, or the guarantee released, within one month after the date of provisional reception of the supplies, following a show of hands issued by the Project Owner after a request from the Co-contracting party.

However, the enterprise may be granted partial shows of hands depending on the progress of supplies.

## **15.2 PERFORMANCE GUARANTTEE**

The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Supplier's failure to perform his contractual obligations fully and properly during the warranty period. The amount of the performance guarantee shall be fixed at 10 % taxes inclusive of the contract amount. This amount would be retained at source or replaced by guarantee issued by a first class bank.

The performance guarantee shall be in the format given in the model in Document no. 9 and may be provided in the form of a bank guarantee, a bond provided by an insurance and/or bonding company or an irrevocable letter of credit.

The performance guarantee shall be denominated in the currency in which the contract is payable. No payments shall be made in favour of the Supplier prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.

During the execution of the contract, if the natural or legal person providing the guarantee is not able to abide by his commitments, the guarantee shall cease to be valid. The Contracting Authority shall give formal notice to the Supplier to provide a new guarantee on the same terms as the previous one. Should the Supplier fail to provide a new guarantee, the Contracting Authority may terminate the contract. Before so doing, the Contracting Authority shall send a registered letter with acknowledgement of receipt, which shall set a new deadline of no less than 15 days from the day of delivery of the letter.

The Contracting Authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the Supplier's default under the contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the Contracting Authority and may not raise any objection for any reason whatsoever. Before making any claim under the performance guarantee, the Contracting Authority shall notify the Supplier stating the nature of the default in respect of which the claim is to be made.

Except for such part as may be specified in the in respect of after-sales service, the performance guarantee shall be released within 10 days of the issue of the final acceptance certificate

## **15.2 ADVANCE PAYMENT**

The advance payment is not more than 30 % shall be guaranteed at 100% by a first rate-bank approved by the Minister in Charge of Finances or an internationally recognised Bank of first class (with correspondence in Cameroon).

## **ARTICLE 16: AMOUNT OF THE CONTRACT**

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

## **ARTICLE 17: METHOD AND PLACE OF PAYMENT**

All payments shall be Cash against Documents for oversea bidders. Upon presentation of the documents, the supplier shall be paid 90% of the sums due and the balance of 10% shall be paid upon reception of the materials at the Corporation's Supplies Department.

**For local bidders;** it shall be done by cheque at the Corporation's Head Office Bota- Limbe into account No. ....with ....., **90 days** end of month upon presentation of invoice and **after validation of the invoice by the Ministry of Public Contracts**. The invoices shall be accompanied by a reception certificate duly signed by all the members of the Reception Committee as per Article 29 herein below.

## **ARTICLE 18: PRICE REVISION**

Prices shall be considered as fixed and final.

## **ARTICLE 19: PENALTIES FOR DELAY**

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

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

One thousandth ( $1/1000^{\text{th}}$ ) the initial amount of the contract inclusive of all taxes per calendar day beyond the 30<sup>th</sup> day.

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

## **ARTICLE 20: TAXES AND CUSTOMS DUTIES**

The tax shall be in conformity with Law No. 2013/017 of 16 December 2013 on the Finance Law of the Republic of Cameroon for the financial year 2014 to lay down the conditions for implementing the tax regulations and customs procedures applicable to public contracts and subsequent amendments. The taxes applicable to this contract include notably:

Taxes and dues relating to industrial and commercial profits, including the AIR which is a deduction on company taxes;

Registration dues in accordance with the Tax Code;

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

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

- Council dues and taxes;

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

## **ARTICLE 21: STAMP DUTY AND REGISTRATION OF CONTRACTS**

Seven (7) original copies of the contract will be stamped and registered by and at the cost of the supplier, in accordance with the applicable regulations in the Republic of Cameroon. It shall be exclusively done at the Regional Tax Centre, Yaoundé.

## **CHAPTER III: EXECUTION OF SUPPLIES**

### **ARTICLE 22: PATENTS AND LICENCES**

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

### **ARTICLE 23: PLACE AND EXECUTION TIME-LIMIT OF THE**

23.1 The supplies shall be done CIF Douala Seaport, Cameroon for international bidders and CDC Supplies, Tiko for national bidders.

23.2 The time-limit for the execution of the supplies forming the subject of this contract shall be **120 Days CIF Douala for International Bidders and 130 Days CDC Supplies Department for Local Bidders.**

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

### **ARTICLE 24: ROLES AND OBLIGATIONS OF THE SUPPLIER**

#### **24.1 The Contracting authority**

The Contracting Authority shall ensure the good functioning, organization and control of all public contracts entered into in the Republic of Cameroon.

#### **24.2 The Supplier**

- 1) The Supplier shall be responsible to ensure that the goods to be supplied are as per the description in the technical specifications.
- 2) The Supplier shall perform the services diligently, efficiently and economically, in accordance with the standards, and practices generally accepted in the field of activity.
- 3) During the contract period, the Supplier shall not engage directly or indirectly, professional or contractual with third parties likely to compromise the execution of this contract;
- 4) The Supplier is bound by professional secrecy vis-à-vis third parties on any information and documents collected or brought to his attention during the execution of the contract;

As such, any documents prepared by the **Supplier** in the course of the execution of the contract shall not be published or disclosed without the written consent of the Project Owner. 5)

#### **24.3 The Project Owner and Contract Engineer**

The Project Owner is responsible for scheduling and payment of invoices. The contract engineer shall ensure conformity of the items as specified in the contract with applicable rules and standards.

### **ARTICLE 25: TRANSPORTATION**

The Supplier shall be responsible for proper packaging, transportation of the materials to be supplied.

### **ARTICLE 26: AFTER SALES SERVICES**

The supplier shall provide technical assistance when required.

## **CHAPTER IV: ACCEPTANCE**

### **ARTICLE 27: RECEPTION**

The supplies shall be received CIF Douala seaport for international bidders, Cameroon and at CDC Supplies Department, Tiko for Local Bidders.

### **ARTICLE 28: DOCUMENTS TO BE FURNISHED BY THE SUPPLIER**

The supplier shall within 10 days after delivery transmit to the Contracting Authority the following documents:

A bill indicating the items and quantities supplied and the total amount due them  
SGS inspection certificate  
Certificate of origin

### **ARTICLE 29: THE RECEPTION COMMITTEE**

The supplies shall be done at CIF Douala seaport Cameroon for oversea bidders. For local bidders, it shall be done at the Supplies Department, CDC Tiko. A committee made up of the following members shall receive the materials:

- |              |   |
|--------------|---|
| Chairperson: | - The Project Owner or his Representative         |
| Secretary:   | - The Engineering Service Manager, CDC Tiko       |
| Members:     | - The Group Banana Manager, CDC-Tiko              |
|              | - Two Representative of the Contracting Authority |
|              | - Manager inspection and control, CDC Bota        |
|              | -The Contracts Manager, CDC Bota                  |
|              | -The Supplies Manager, CDC Tiko                   |
|              | - The Liaison Officer BAM/ASSOBACAM               |
|              | - The Supplier                                    |

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

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

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

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

### **ARTICLE 31: TIME GUARANTEE**

The Supplier shall guarantee the materials as provided for in the warranty. It shall not exceed twelve (12) months from the date of Provisional reception of the Equipment.

### **ARTICLE 32: FINAL RECEPTION**

#### **32.1 Details of the final acceptance**

The final Reception will be made within a maximum period of ten (10) days after the expiration of the guarantee period.

The Committee for final reception will be the same as that of the provisional reception.

### **32.2 Powers of the Commission of final acceptance**

Before pronouncing the final acceptance, the reception committee shall, by all means at its disposal ensure that the supplies are in conformity to the specifications in the contract and that the supplier has honourably discharged the tasks required during the guarantee period. After the final reception, a reception certificate shall be drawn and signed by all members of the reception committee.

## **CHAPTER V: MISCELLANEOUS PROVISIONS**

### **ARTICLE 33: BREACH OF CONTRACT**

**33.1A** Party shall be in a breach of contract if it fails to discharge any of its obligations under the contract.

**33.2** Where a breach of contract occurs, the injured Party shall be entitled to the following remedies:

- a) damages; and/or
- b) termination of the contract.

**33.3** In addition to the above-mentioned measures, damages may be awarded. They may be either:

- a) general damages; or
- b) liquidated damages.

Recovery of damages, disbursements or expenses resulting from the application of measures provided for in this Article shall be effected by deduction from the sums due to the Supplier, from the deposit, or by payment under the guarantee.

### **ARTICLE 34: TERMINATION BY THE CONTRACTING AUTHORITY**

**34.1** The Contracting Authority may, after giving the Supplier a minimum of 21 days' notice, terminate the contract in any of the following cases:

- a) The Supplier substantially fails to perform his obligations under this contract;
- b) The Supplier fails to comply within a reasonable time with a notice given by the Contracting Authority requiring him to make good any neglect or failure to perform his obligations under the contract which seriously affects the proper and timely implementation of the supplies;
- c) The Supplier refuses or neglects to carry out administrative orders given by the Contracting Authority;
- d) The Supplier assigns the contract or subcontracts without the authorisation of the Contracting Authority;
- e) The Supplier is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- f) The Supplier has been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- g) The Supplier has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;

- h) The Supplier has been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- i) The Supplier, following another procurement procedure or grant award procedure financed by the Community budget, has been declared to be in serious breach of contract for failure to perform its contractual obligations;
- j) any organisational modification occurs involving a change in the legal personality, nature or control of the Supplier, unless such modification is recorded in an addendum to the contract;
- k) Any other legal disability hindering execution of the contract occurs;
- l) The Supplier fails to provide the required guarantee or insurance, or if the person providing the earlier guarantee or insurance required under the present contract is not able to abide by his commitments.

**34.2** Termination shall be without prejudice to any other rights or powers of the Contracting Authority and the Supplier under the contract. The Contracting Authority may, thereafter, conclude any other contract with a third party on behalf of the Supplier. The Supplier's liability for delay in completion shall immediately cease upon termination without prejudice to any liability there under that may already have occurred.

**34.3** The Contracting Authority shall, upon the issue of the notice of termination of the contract, instruct the Supplier to take immediate steps to bring the implementation of the supplies to a close in a prompt and orderly manner and to reduce expenditure to a minimum.

**34.4** In the event of termination, the Contracting Authority shall, as soon as possible and in the presence of the Supplier or his representatives or having duly summoned them, draw up a report on the supplies delivered and the work performed and take an inventory of the materials supplied and unused.

A statement shall also be drawn up of monies due to the Supplier and of monies owed by the Supplier to the Contracting Authority as at the date of termination of the contract.

**34.5** The Contracting Authority shall not be obliged to make any further payments to the Supplier until the supplies are completed, whereupon the Contracting Authority shall be entitled to recover from the Supplier the extra costs, if any, of providing the supplies or shall pay any balance due to the Supplier prior to the termination of the contract.

**34.6** This contract shall be automatically terminated if it has given risen to no payment in the three years following its signing.

## **ARTICLE 35: TERMINATION BY THE SUPPLIER**

**35.1** The Supplier may, after giving 14 days notice to the Contracting Authority, terminate the contract if the Contracting Authority:

- fails to pay the Supplier the amounts due under any certificate issued by the Contracting Authority after the expiry of the deadline stated in the Special Conditions;
- consistently fails to meet its obligations after repeated reminders; or
- suspends the delivery of the supplies, or any part thereof, for more than 180 days, for reasons not specified in the contract or not attributable to the Supplier.

**35.2** Termination shall be without prejudice to any other rights or powers under the contract of the Contracting Authority and the Supplier.

**35.3** In the event of such termination, the Contracting Authority shall pay the Supplier for any loss or damage the Supplier may have suffered.

### **ARTICLE 36: FORCE MAJEURE**

**36.1** Neither Party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any event of force majeure arising after the date of notification of award or the date when the contract becomes effective, whichever is the earlier.

**36.2** For the purposes of this Article, the term "force majeure" means acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.

**36.3** The Supplier shall not be liable to forfeiture of his performance guarantee, liquidated damages or termination for default if, and to the extent that, his delay in implementation or other failure to perform his obligations under the contract is the result of an event of force majeure. Nor, shall the Contracting Authority be liable for the payment of interest on delayed payments, for non-implementation or for termination by the Supplier for default if, and to the extent that, the Contracting Authority's delay or other failure to perform its obligations is the result of force majeure.

**36.4** If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party and the Contracting Authority, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Contracting Authority in writing, the Supplier shall continue to perform his obligations under the contract as far as is reasonably practicable, and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent him from performing. The Supplier shall not employ such alternative means unless directed to do so by the Contracting Authority.

**36.5** If the Supplier incurs additional costs in complying with the Project Manager's directions or using alternative means, the amount thereof shall be certified by the Chief of Service.

**36.6** If circumstances of force majeure have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the Supplier may by reason thereof have been granted, either Party shall be entitled to serve the other with 30 days' notice to terminate the contract. If, on the expiry of the period of 30 days, the situation of force majeure still applies, the contract shall be terminated and, by virtue of the law governing the contract, the Parties shall be released from further execution of the contract.

### **ARTICLE 37: DISPUTES**

Any dispute arising from this contract shall be resolved amicably.

Where the parties fail to resolve such disputes amicably, the matter shall be sent to an arbitrator that shall be agreed upon by both parties

### **ARTICLE 38: PRODUCTION AND DISSEMINATION OF THIS CONTRACT**

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

**ARTICLE 39 AND LAST: ENTRY INTO FORCE OF THE CONTRACT**

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



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**URGENT OPEN INTERNATIONAL INVITATION TO TENDER  
No194/OIIT/PR/MINMAP/CCPM-AG/2015 OF14/12/15 FOR THE  
SUPPLY OF IRRIGATION MATERIALS TO CDC GROUP BANANA  
DEPARTMENT**

**PROJECT OWNER: THE GENERAL MANAGER OF CDC**

**FINANCING: European Union as per BAM 2016 and CDC 2016 Budget**

**INVITATION TO TENDER**

**DOCUMENT No. 5: DESCRIPTION OF SUPPLIES**

**DECEMBER, 2015**

## 1- LIST OF ITEMS TO BE SUPPLIED AND SCHEDULE OF DELIVERY

S/N	DESCRIPTION	UNIT	QTY
1	Sprinkler - Discharge 500l/h at 2.5 bars with a ½" M Thrd base	N°	30 000
2	PVC Socket - D½" Thrd	N°	28 000
3	PVC Pipe (riser) - D½" MxM Thrd x 60cm long	N°	28 000
4	P.E double saddle - D40mm x ½" x 40mm	N°	28 000
5	Galvanized iron (G.I) pipe - D½" x 30cm long and threaded at one end, tapered at 45° at the other end.	N°	27 000
6	P.E single saddle - D1" x 90mm	N°	3 600
7	P.E adaptor - D1" M Thrd x 40mm	N°	3 600
8	P.E pipe - D 40mm, low density, PN 4 bar in rolls of 200m	m	340 000
9	P.E pipe - D90mm, high density, PN 6 bar in rolls of 100m	m	45 000
10	P.E pipe - D110mm high density, PN 6 bar in rolls of 100m	m	15 000
11	P.E connector - D40mm	N°	2 000
12	P.E End cap- D40mm	N°	3 400
13	P.E connector - D90mm	N°	200
14	P.E connector - D110mm	N°	100
15	P.E tee - D110mm x 3" M Thrd x 110mm	N°	230
16	P.E tee - D90mm x 3" M Thrd x 90mm	N°	230
17	Plastic ball valve (polypropylene) - D3" FxF Thrd	N°	250
18	P.E End cap - D110mm	N°	80
19	P.V.C adaptor - D110mm x 4" M Thrd	N°	100
20	P.E adaptor - D110mm x 4" F Thrd	N°	100
21	P.V.C pipe - D110mm, PN 12 bar with plane ends.	m	168
22	P.V.C elbow - D110mm x 45° (glue type)	N°	100
23	P.V.C high pressure glue	kg	200
24	P.E tee - D40mm x 40mm x 40mm	N°	100
25	Steel socket repair sleeve - D160mm	N°	12
26	Steel socket repair sleeve - D225mm	N°	10
27	Steel tee - D400mm x 280mm x 400mm	N°	1
28	Steel tee - D315mm x 280mm x 315mm	N°	1
29	Steel socket repair sleeve - D400mm	N°	6
30	Steel reducer - D400mm x 355mm	N°	2
31	Steel flanged bell - D14" x 355mm	N°	2
32	Steel flanged bell - D10" x 280mm	N°	2
33	Cast Iron gate valve - D8" flanged	N°	2
34	Cast Iron gate valve - D6" flanged	N°	4
35	Open - ended/ Ring spanner - size 13mm	N°	24
36	Hand drill with a rechargeable battery for drilling diameter 1" hole on a diameter 90mm P.E pipe Two (02) batteries included	N°	2

37	Hand drill with a rechargeable battery for drilling diameter ½"		
	hole on a diameter 40mm P.E pipe Two (02) batteries included	N°	2
38	Hole saw or drill bit to drill diameter 1" hole on a D90mm P.E Pipe	N°	6
39	Hole saw or drill bit to drill diameter ½" hole on a D40mm P.E pipe	N°	12
40	Steel socket repair sleeve - D355mm.	N°	6

## **CDC GROUP BANANA**

### **IRRIGATION SYSTEM QUOTATION FOR ESUKE FARM**

#### **1. QUOTATION AND DELIVERY INFORMATION**

- 1.1. The supplier shall ensure that all the materials and accessories to be used have to be included, and properly described and clearly identified for any necessary comparison.

Only European dimensions and specifications are accepted.

- 1.2. In the proposal, the materials fabrication and delivery time tables have to be included. The first consignment of materials must be supplied four weeks after receipt of the purchasing order. The second and last consignment must be done at most four (4) weeks after the first one. The complete delivery of the irrigation network materials will take at most eight (8) weeks from the date of receipt of the purchasing order.
- 1.3. The supplier will have the responsibility to load the materials into containers in a secure place and further make them available to Cameroon Development Corporation (CDC) in an access point respecting the delivery timetable.
- 1.4. Any change in the materials delivery timetable has to be discussed with the General Manager, CDC and approved by him in order to avoid delays in the installation works and a subsequent loss in production.

#### **2. SECONDARY PIPING NETWORK**

This network includes sub-main, secondary and lateral lines pipes made of polyethylene (ie. P.E). The sub-main and secondary lines pipes are diameters 110mm and 90mm P.E pipes. These P.E pipes are High Density pipes (H.D.P.E) which shall carry the manufacturer's name, nominal pressure (PN), outside diameter, thickness, length and date of fabrication. They shall be supplied in rolls of 100m. The lateral lines pipes are diameter 40mm Low Density pipes (L.D.P.E) which shall carry the manufacturer's name, nominal pressure (PN), outside diameter, thickness, length and date of fabrication. They shall be supplied in rolls of 200m. All these pipes shall be of high quality and manufactured in accordance with the ISO 9002 standards. The metal fittings shall be made of galvanized iron (G.I) or steel coated with

epoxy and manufactured in accordance with the ISO 9002 standards.

### **3. PARCEL VALVE UNIT**

The valve shall be a female x female (FxF) threaded ball valve of diameter 3" (DN 80). It shall be made of POLYPROPYLENE plastic and able to resist a pressure of 10 bars and manufactured in accordance with the ISO 9002 standards.

Page 2

The valves needed for the maintenance of the existing primary piping network shall be manual flanged gate valves of diameters 6" and 8" (DN 150 and 200). They shall be made of cast iron and able to resist a pressure of 16 bars and manufactured in accordance with the ISO 9002 standards.

### **4. SPRINKLER UNITS AND PERFORMANCE**

#### **4.1 SPRINKLER UNIT**

A sprinkler unit shall include:

- A low watering angle (ie 12°) impact sprinkler with ½" M threaded base.
- ½" PVC socket
- ½" x 60cm long PVC riser (pipe) threaded at the two ends.
- PE double saddle - D½" x 40mm x ½"
- D½" x 30cm long G.I riser (pipe) threaded at one end and the other end tapered at 45°, and will act as a stabilizer (ie support riser).

#### **4.2 SPRINKLER PERFORMANCE**

- The sprinkler shall have an operating pressure of 25m or 2.5 bar and a discharge of 500l/h.
- A sprinkler application rate of 3.7mm/h is required with a sprinkler spacing of 12.5m x 10.8m.
- The uniformity of application of the sprinkler shall be confirmed by its CU(Coefficient of Uniformity) and DU (Distribution Uniformity) values.
- A CU of at least 80% and a DU of at least 75% shall be accepted.

These data must be corroborated with graphic simulations through density graphs certified by the supplier.

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**URGENT OPEN INTERNATIONAL INVITATION TO TENDER  
No194/OIIT/PR/MINMAP/CCPM-AG/2015 OF 14/12/15 FOR THE  
SUPPLY OF IRRIGATION MATERIALS TO CDC GROUP BANANA  
DEPARTMENT**

**PROJECT OWNER: The General Manager of CDC**

**FINANCING: European Union as per BAM 2016 and CDC 2016 Budget**

**INVITATION TO TENDER**

**DOCUMENT No. 6: UNIT PRICE SCHEDULE**

**DECEMBER, 2015**

S/N	DESCRIPTION	UNIT	UNIT PRICE IN LETTERS	UNIT PRICE IN DIGITS
1	Sprinkler - Discharge 500l/h at 2.5 bars with a ½" M Thrd base	N°		
2	PVC Socket - D½" Thrd	N°		
3	PVC Pipe (riser) - D½" MxM Thrd x 60cm long	N°		
4	P.E double saddle - D40mm x ½" x 40mm	N°		
5	Galvanized iron (G.I) pipe - D½" x 30cm long and threaded at one end, tapered at 45° at the other end.	N°		
6	P.E single saddle - D1" x 90mm	N°		
7	P.E adaptor - D1" M Thrd x 40mm	N°		
8	P.E pipe - D 40mm, low density, PN 4 bar in rolls of 200m	m		
9	P.E pipe - D90mm, high density, PN 6 bar in rolls of 100m	m		
10	P.E pipe - D110mm high density, PN 6 bar in rolls of 100m	m		
11	P.E connector - D40mm	N°		
12	P.E End cap- D40mm	N°		
13	P.E connector - D90mm	N°		
14	P.E connector - D110mm	N°		
15	P.E tee - D110mm x 3"M Thrd x 110mm	N°		
16	P.E tee - D90mm x 3"M Thrd x 90mm	N°		
17	Plastic ball valve (polypropylene) - D3" FxF Thrd	N°		
18	P.E End cap - D110mm	N°		
19	P.V.C adaptor - D110mm x 4"M Thrd	N°		
20	P.E adaptor - D110mm x 4"F Thrd	N°		
21	P.V.C pipe - D110mm, PN 12 bar with plane ends.	m		
22	P.V.C elbow - D110mm x 45° (glue type)	N°		
23	P.V.C high pressure glue	kg		
24	P.E tee - D40mm x 40mm x 40mm	N°		
25	Steel socket repair sleeve - D160mm	N°		
26	Steel socket repair sleeve - D225mm	N°		
27	Steel tee - D400mm x 280mm x 400mm	N°		

28	Steel tee - D315mm x 280mm x 315mm	N°		
29	Steel socket repair sleeve - D400mm	N°		
30	Steel reducer - D400mm x 355mm	N°		
31	Steel flanged bell - D14" x 355mm	N°		
32	Steel flanged bell - D10" x 280mm	N°		
33	Cast Iron gate valve - D8" flanged	N°		
34	Cast Iron gate valve - D6" flanged	N°		
35	Open - ended/ Ring spanner - size 13mm	N°		
36	Hand drill with a rechargeable battery for drilling diameter 1"			
	hole on a diameter 90mm P.E pipe Two (02) batteries included	N°		
37	Hand drill with a rechargeable battery for drilling diameter ½"			
	hole on a diameter 40mm P.E pipe Two (02) batteries included	N°		
38	Hole saw or drill bit to drill diameter 1" hole on a D90mm			
	P.E Pipe	N°		
39	Hole saw or drill bit to drill diameter ½" hole on a D40mm			
	P.E pipe	N°		
40	Steel socket repair sleeve - D355mm.	N°		

NAME OF BIDDER -----

SIGNATURE -----

DATE -----

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DEPARTMENT**

**PROJECT OWNER: The General Manager of CDC**

**FINANCING: European Union as per BAM 2016 and CDC 2016 Budget**

**INVITATION TO TENDER**

**DOCUMENT No. 7: BILL OF QUANTITY / COST ESTIMATES**

**DECEMBER, 2015**



## BILL OF QUANTITIES' COST ESTIMATES

S/N	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL
1	Sprinkler - Discharge 500l/h at 2.5 bars with a ½" M Thrd base	N°	30 000		
2	PVC Socket - D½" Thrd	N°	28 000		
3	PVC Pipe (riser) - D½" MxM Thrd x 60cm long	N°	28 000		
4	P.E double saddle - D40mm x ½" x 40mm	N°	28 000		
5	Galvanized iron (G.I) pipe - D½" x 30cm long and threaded at				
	one end, tapered at 45° at the other end.	N°	27 000		
6	P.E single saddle - D1" x 90mm	N°	3 600		
7	P.E adaptor - D1" M Thrd x 40mm	N°	3 600		
8	P.E pipe - D 40mm, low density, PN 4 bar in rolls of 200m	m	340 000		
9	P.E pipe - D90mm, high density, PN 6 bar in rolls of 100m	m	45 000		
10	P.E pipe - D110mm high density, PN 6 bar in rolls of 100m	m	15 000		
11	P.E connector - D40mm	N°	2 000		
12	P.E End cap- D40mm	N°	3 400		
13	P.E connector - D90mm	N°	200		
14	P.E connector - D110mm	N°	100		
15	P.E tee - D110mm x 3"M Thrd x 110mm	N°	230		
16	P.E tee - D90mm x 3"M Thrd x 90mm	N°	230		
17	Plastic ball valve (polypropylene) - D3" FxF Thrd	N°	250		
18	P.E End cap - D110mm	N°	80		
19	P.V.C adaptor - D110mm x 4"M Thrd	N°	100		
20	P.E adaptor - D110mm x 4"F Thrd	N°	100		
21	P.V.C pipe - D110mm, PN 12 bar with plane ends.	m	168		
22	P.V.C elbow - D110mm x 45° (glue type)	N°	100		
23	P.V.C high pressure glue	kg	200		
24	P.E tee - D40mm x 40mm x 40mm	N°	100		
25	Steel socket repair sleeve - D160mm	N°	12		
26	Steel socket repair sleeve - D225mm	N°	10		
27	Steel tee - D400mm x 280mm x 400mm	N°	1		
28	Steel tee - D315mm x 280mm x 315mm	N°	1		
29	Steel socket repair sleeve - D400mm	N°	6		

30	Steel reducer - D400mm x 355mm	N°	2		
31	Steel flanged bell - D14" x 355mm	N°	2		
32	Steel flanged bell - D10" x 280mm	N°	2		
33	Cast Iron gate valve - D8" flanged	N°	2		
34	Cast Iron gate valve - D6" flanged	N°	4		
35	Open - ended/ Ring spanner - size 13mm	N°	24		
36	Hand drill with a rechargeable battery for drilling diameter 1"				
	hole on a diameter 90mm P.E pipe Two (02) batteries included	N°	2		
37	Hand drill with a rechargeable battery for drilling diameter ½"				
	hole on a diameter 40mm P.E pipe Two (02) batteries included	N°	2		
38	Hole saw or drill bit to drill diameter 1" hole on a D90mm				
	P.E Pipe	N°	6		
39	Hole saw or drill bit to drill diameter ½" hole on a D40mm				
	P.E pipe	N°	12		
40	Steel socket repair sleeve - D355mm.	N°	6		
<b>TOTAL</b>					
<b>VAT 19.25%</b>					
<b>2.2% ADVANCE COMPANY TAX</b>					
<b>GRAND TOTAL (TAX INCLUSIVE)</b>					

**N.B : 1 EURO = 655,937364 FCFA**

NAME OF BIDDER -----  
SIGNATURE -----  
DATE -----

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DEPARTMENT**

**PROJECT OWNER: The General Manager of CDC**

**FINANCING: European Union as per BAM 2016 and CDC 2016 Budget**

**INVITATION TO TENDER**

**DOCUMENT No.8: DETAIL UNIT PRICE BREAKDOWN**

**DECEMBER, 2015**

**DETAIL UNIT PRICE BREAKDOWN FOR LOCAL BIDDERS**

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

**DETAIL UNIT PRICE BREAKDOWN FOR INTERNATIONAL BIDDERS**

	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
S/N	Description	Country of Origin	Date of Delivery as per CIF	Qty	U.P CIF	Amount CIF
						Col. 5x6
<b>TOTAL</b>						

NAME OF BIDDER -----

SIGNATURE -----

DATE -----

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**PROJECT OWNER: The General Manager of CDC**

**FINANCING: European Union as per BAM 2016 and CDC 2016 Budget**

**INVITATION TO TENDER**

**DOCUMENT NO. 9: FORMS AND MODELS TO BE USED**

**DECEMBER, 2015**

## TABLE OF MODELS

Annex No. 1: Declaration of Intention to Bid

Annex No. 2: Model Tender guarantee (Bid Bond)

Annex No. 3: Model Performance guarantee (Final Bond)

Annex No. 4: Model of start-off advance Guarantee

Annex No. 5: Model of contract

ANNEX NO.1:

DECLARATION OF INTENTION TO BID FOR LOT \_\_\_\_\_

I, the undersigned \_\_\_\_\_ [indicate the name and capacity of signatory]  
Representing the \_\_\_\_\_ company or enterprise or group with head office  
at \_\_\_\_\_ registered in the trade register of \_\_\_\_\_ under the number  
No \_\_\_\_\_

Having taken cognisance of all the documents featured or mentioned in the Tender File:

**URGENT OPEN INTERNATIONAL INVITATION TO TENDER  
No194/OIIT/PR/MINMAP/CCPM-AG/2015 OF14/12/15 FOR THE SUPPLY OF IRRIGATION  
MATERIALS TO CDC GROUP BANANA DEPARTMENT**

I pledge to execute the supplies within a deadline of .....months.

Rebates and the modalities of application of the said rebates shall be the following:  
.....

All payments shall be Cash against Documents for oversea bidders. Upon presentation of the documents, the supplier shall be paid 90% of the sums due and the balance of 10% shall be paid upon reception of the materials at the Corporation’s Supplies Department.

**For local bidders;** it shall be done by cheque at the Corporation’s Head Office Bota- Limbe into account No. ....with ....., **90 days** end of month upon presentation of invoice and **after validation of the invoice by the Ministry of Public Contracts**. The invoices shall be accompanied by a reception certificate duly signed by all the members of the Reception Committee as per Article 23 herein below.

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

Signature of.....in the capacity of.....duly authorised to sign the tenders on behalf of<sup>1</sup> .....

\_\_\_\_\_  
<sup>1</sup> Attach the Power of Attorney

## ANNEX NO. 2: MODEL TENDER GUARANTTEE

Addressed to *The Minister Delegate at the Presidency in charge of Public Contracts*“Contracting Authority”

Whereas the supplier \_\_\_\_\_ hereinafter referred to as the “bidder” has submitted his tender on

\_\_\_\_\_for the supply of Irrigation materials for Cameroon Development Corporation as per Tender **NO 194/AOIO/PR/MINMAP/CCPM-AG/2015**hereinafter referred to as “the tender” and to which must be attached a **Tender Guarantee** equivalent to:

NO.	AMOUNT	
	Euros	FCFA
1	11,495	7,540,000

We \_\_\_\_\_ [*name and address of the bank*], represented by \_\_\_\_\_ [*names of signatories*], hereinafter referred to as “the bank” hereby declare to guarantee payment to the Contracting Authority of the maximum sum that the bank pledges to pay in full to the Contracting Authority, binding itself, its successors and assignees.

The conditions of this commitment are as follows:

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

If the bidder, having been notified of the award of the contract by the Contracting Authority during the validity period:

Fails or refuses to sign the contract, even though required to do so;

Fails or refuses to furnish the final bond for the contract (final bond) as provided for by the contract;

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

This bond shall enter into force from the date of signature and from the date set by the Contracting Authority for the submission of tenders. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of tenders. Any request by the Contracting Authority to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this period of validity. This bond shall, for purposes of its interpretation, be submitted to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.

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



**ANNEX NO. 3: FINAL BOND**

Bank: reference, \_\_\_\_\_

Address to The Minister Delegate at the Presidency in charge of Public Contracts 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 the supply of irrigation materials for Cameroon Development Corporation. Wherefore it is provided for in the contract that the Supplier shall furnish the Contracting Authority with a Performance guarantee equal to 5% of the contract amount as guarantee for proper execution of the supplies,

Whereas we have agreed to provide the supplier with the said bond,

We ..... represented by ..... ( name and signature) hereinafter 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 for the sum of ..... FCFA. (amount in figures and in words)

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

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

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

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

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

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

Signature of the bank

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

Bank: reference, address \_\_\_\_\_

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

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that \_\_\_\_\_ [*the holder*] has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of contract No. \_\_\_\_\_ of \_\_\_\_\_ relating to the supply of Irrigation materials for Cameroon Development Corporation of the total sum corresponding to the advance of *thirty (30) %* of the amount inclusive of all taxes of contract No. \_\_\_\_\_, payable upon notification of the corresponding Administrative Order that is, \_\_\_\_\_ CFA francs.

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

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

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

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

Signature of the bank

## ANNEX 5: MODEL CONTRACT

CONTRACT No \_\_\_\_\_/OIIT/PR/MINMAP/CCPM-AG/2015

Awarded after **Urgent** Open International Invitation to tender  
No. **OIIT/PR/MINMAP/CCPM-AG/2015** of

.....

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

**SUBJECT** : Supply of \_\_\_\_\_

**PLACE OF DELIVERY** \_\_\_\_\_

**DELIVERY PERIOD** : \_\_\_\_\_ (\_\_\_\_\_) months

**AMOUNT IN FCFA:**

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

**FINANCING** : EUROPEAN UNION AS PER BAM 2016 AND CDC 2016 BUDGET

SUBSCRIBED ON: \_\_\_\_\_

SIGNED ON: \_\_\_\_\_

NOTIFIED ON: \_\_\_\_\_

REGISTERED ON: \_\_\_\_\_

Between:

The Republic of Cameroon represented by the Minister Delegate at the Presidency in charge of Publics contracts, 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 Supplier

**On the other hand,**

Agreed on the following:

## **Summary**

PART I: Special Administrative Conditions (SAC)

PART II: Special Technical Conditions (STC)

PART III: Schedule of Unit Prices (SUP)

PART IV: Bill of quantity / cost estimates

Page \_\_\_\_\_ and last of Contract No. \_\_\_\_\_/AOIO/PR/MINMAP/CCPM-AG/2015 Awarded after Urgent Open international Invitation to tender No. AOIO/PR/MINMAP/CCPM-AG/2015

With \_\_\_\_\_,

*For the Supply of Irrigation materials*

**DELIVERY PERIOD :** \_\_\_\_\_ (\_\_\_\_\_) months

**Amount of contract in FCFA:**

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

<p><b>Read and accepted by the Supplier</b></p> <p style="text-align: center;"><b>Done at -----</b></p>
<p><b>Signature of Contracting Authority</b></p> <p><b>Done at----- on----</b></p>
<p><b>Registration</b></p>

REPUBLIQUE DU CAMEROUN  
*Paix Travail Patrie*

-----  
PRESIDENCE DE LA REPUBLIQUE

-----  
MINISTERE DES MARCHES PUBLICS  
-----

REPUBLIC OF CAMEROON  
*Peace-Work- Fatherland*

-----  
PRESIDENCE OF THE REPUBLIC

-----  
MINISTRY OF PUBLIC CONTRACTS  
-----

**URGENT OPEN INTERNATIONAL INVITATION TO TENDER  
No194/OIIT/PR/MINMAP/CCPM-AG/2015 OF14/12/15 FOR THE  
SUPPLY OF IRRIGATION MATERIALS TO CDC GROUP BANANA  
DEPARTMENT**

**PROJECT OWNER: The General Manager of CDC**

**FINANCING: European Union as per BAM 2016 and CDC 2016 Budget**

**INVITATION TO TENDER**

**DOCUMENT NO. 10: LIST OF COMMERCIAL BANKS AND FINANCIAL  
INSTITUTIONS AUTHORISED TO ISSUE TENDER GUARANTTEE FOR  
PUBLIC CONTRACTS**

**DECEMBER, 2015**

## **LIST OF BANKS AUTHORISED TO ISSUE BID BONDS**

- a. BICEC
- b. UNION BANK OF CAMEROON PLC
- c. ECOBANK
- d. UNITED BANK OF AFRICA
- e. AFRILAND FIRST BANK
- f. SCB CREDIT AGRICOL
- g. SGBC
- h. BANQUE ATLANTIQUE
- i. STANDARD CHARTERED BANK
- j. NATIONAL FINANCIAL CREDIT
- k. CBC
- l. CITI BANK
- m. BGFI
- n. Banque Des PME

## **LIST OF INSURANCE COMPANY AUTHORISED TO ISSUE BID BONDS**

- a. CHANAS INSURANCE
- b. ACTIVA
- c. ZENITHE INSURANCE



## EVALUATION GRILL

**All Bids received shall be evaluated and compared as follows:**

### A –ELIMINATION CRITERIA

Bids shall be rejected when:

- Absence of any Administrative document or non-conformity after 48 hours given to correct the document		
- They have falsified documents or false declarations;		
- They do not show proof of authorisation from a European Manufacturer;		
- Absence of a catalogue or technical document from the manufacturer with Technical specifications of the items proposed.		
- Absence of a quantified unit price		
- Do not score at least 04 YES out of 06 essential criteria.		
- They do not conform to the technical specifications of the items proposed.		
<b>B –QUALIFICATION CRITERIA</b>		
<b>CRITERIA</b>	<b>YES</b>	<b>NO</b>
- Attestation of solvency at least 50% of financial offer (from a commercial bank for national bidders and from a first class International bank for international bidders)		
- Supplier's references (1 justified reference for similar supplies). Justification should be the first and last pages of the signed contract/jobbing order, reception certificate and proof of payment) executed with the last 5years		
- The duration of execution of the supplies shall be as follows;  <b>120 days CIF Douala</b> for International bidders from the date of notification of the letter of credit.  <b>130 days</b> delivery to the CDC Supplies Department Tiko for Local bidders from the date of notification of the services order to commence.		
After Sales Service for items No. 36,37 and 38		
Guarantee Period of 1year for irrigation materials No. 36,37 and 38		
The bidder shall initial and include the following documents in the technical offer; The Special Administrative Conditions (SAC) Document No 4; The Special Technical Conditions (STC) Document No 5;		