

FC: 12960/24/SAS/CDENO/CRR/NW

REPUBLICQUE DU CAMEROUN

PAIX- TRAVAIL- PATRIE

MINISTERE DE L'ELEVAGE, DES PECHEES
ET DES INDUSTRIES ANIMALES

REPUBLIC OF CAMEROON

PEACE -WORK -FATHER LAND

MINISTRY OF LIVESTOCK, FISHERIES
AND ANIMAL INDUSTRIES

NORTH WEST LIVESTOCK DEVELOPMENT FUND (N.W.L.D.F.)
[CAISSE DE DEVELOPPEMENT DE L'ELEVAGE DU NORD-OUEST (CDENO)]

Tel. Fax: (237) 233 36:22:52

TEL: 233:36:14:40

BP 399 MANKON BAMENDA

**NORTH WEST LIVESTOCK DEVELOPMENT FUND
INTERNAL TENDERS BOARD**

OPEN NATIONAL INVITATION TO TENDER
NO. 001/ONIT/CDENO/ITB/2024 OF 25/01/2024 FOR THE
SUPPLY OF FERTILE EGGS TO CDENO IN 3 LOTS

FUNDING: CDENO Budget 2024
BUDGETARY HEAD : 20:10:50



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Document No. 1

**Letter of invitation to tender applicable for
restricted invitations to tender;**



NOT APLICABLE TO THIS TENDER



Document No. 2

TENDER NOTICE



NORTH WEST LIVESTOCK DEVELOPMENT FUND (N.W.L.D.F.)
[CAISSE DE DEVELOPPEMENT DE L'ELEVAGE DU NORD-OUEST (CDENO)]

Tel. Fax: (237) 233 36:22:52

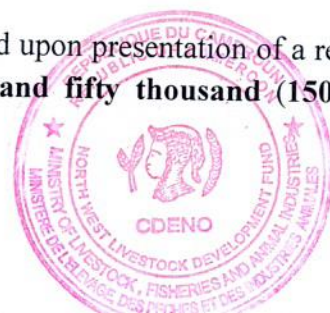
TEL: 233:36:14:40

BP 399 MANKON BAMENDA

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER NO. **001** /ONIT/CDENO/CITB/2024 OF **25/01/2024** FOR THE SUPPLY OF FERTILE EGGS TO CDENO IN 3 LOTS.

1. **SUBJECT OF INVITATION TO TENDER:** The Administrative Director of CDENO, (Contracting Authority) hereby launches by an Open National Invitation to tender for the SUPPLY OF FERTILE EGGS TO CDENO IN 3 LOTS.
2. **NATURE OF SERVICE:** The services of this contract comprise notably the supply of the fertile eggs to CDENO in 3 Lots
3. **EXECUTION DEADLINE:** The maximum deadline for the job forming the subject of this invitation to tender shall be **three (03) months for each LOT** from the date of notification of each service order for supply and the delivery schedules for each LOT shall be done by the Contracting Authority.
4. **ALLOTMENT:** The supplies are divided in three (03) lots and one bidder is eligible for at most 2 LOTS separately.
5. **ESTIMATED COST OF PROJECT :** The provisional amounts after studies for the various lots stand as follows:
 - LOT 1 = Eighty three million two hundred and five thousand francs (83,205,000 frs) for 129,845 eggs
 - LOT 2 = Eighty three million two hundred and five thousand francs (83,205,000 frs) for 129,845 eggs
 - LOT 3 = Eighty three million two hundred and five thousand francs (83,205,000 frs) for 129,845 eggs
6. **PARTICIPATION AND ORIGIN:** Participation in this invitation to tender is open to all registered and qualified enterprises of the Republic of Cameroon, with the necessary financial capability, technical and professional expertise in general supplies.
7. **FINANCING** –This project shall be financed by CDENO budget for 2024, chap 20:10:50
8. **CONSULTATION OF TENDER FILE:** The tender documents are available for consultation at CDENO, SIGAMP UNIT
9. **ACQUISITION OF TENDER FILE:** The tender can be obtained upon presentation of a receipt showing payment of a non-refundable sum of **One hundred and fifty thousand (150,000)**



FCFA payable into ARMP account no. 100010686097568660001-28 of BICEC Bank. The original copy of this receipt shall be included in the bidder's documents.

10. **SUBMISSION OF BIDS:** Bids in English or French shall be submitted in Seven (7) bound copies i.e. one (1) stamped original and Six (6) copies and should reach CDENO, SIGAMP UNIT, Tel no. 233 36 10 17/ 677 45 17 21 on or before the 27/02/2024 at **11.00 A.M** in a single envelope comprising the administrative, technical and financial Documents upon the issue of an acknowledgement receipt. The Envelop shall be addressed as follows:
<< OPEN NATIONAL INVITATION TO TENDER NO. 001 /ONIT/CDENO/ITB/2024 OF 25 / 01 /2024 FOR THE SUPPLY OF FERTILE EGGS TO CDENO IN 3 LOTS>>

The external envelope should not carry any mark that can lead to the identification of the bidder.

11. **BID BOND:** Each bidder must attach to his/her administrative documents a bid bond or equivalent issued by a bank approved by the ministry of the Finance as follows:
LOT 1: One million six hundred and sixty four thousand one hundred (1,664,100) FCFA.
LOT 2: One million six hundred and sixty four thousand one hundred (1,664,100) FCFA.
LOT 3: One million six hundred and sixty four thousand one hundred (1,664,100) FCFA

This attestation, which must be original, should be valid for thirty (30) days beyond the date of validity of bids

12. **ADMISSIBILITY OF BIDS:** Subject to being rejected, documents in the administrative file must include only originals or certified true copies by the issuing service or competent administrative authorities in accordance with the Special Regulations of the invitation to tender. These documents must be less than three (3) months old from the date of opening of bid except for CNPS clearance certificate whose validity should be one month.
13. **OPENING OF BIDS:** The Bids shall be opened in a single phase in the Board room of CDENO on the 27/02/2024 at **12:00 prompt**. Only bidders may attend or be represented by a duly mandated person.

14. **EVALUATION CRITERIA.**

a) **ELIMINATORY CRITERIA:**

- Failure to produce or replace an element of the administrative file within forty eight hours in case of absence or non-conformity of this document;
- Deadline for delivery higher than prescribed
- False declaration or falsified documents
- Absence or insufficient bid bond
- A bid with an external envelope carrying a sign or mark leading to the identification of the bidder
- Incomplete financial file
- Change of quantity or unit
- The non-respect of 75% of the essential criteria



b) Essential criteria:

The technical documents shall be evaluated following the binary method:

- General Presentation
- Personnel
- References
- Equipment
- After-Sales Service;
- Financial Capacity

Only bids that score above 75% yes criteria on the technical tender shall have their financial tender evaluated

15. AWARD OF THE CONTRACT: The contracting authority shall award the contract to the bidder whose offer is technically qualified and is lowest bid.

A bidder is eligible for at most 2 LOTS separately.

16. VALIDITY OF TENDER: The bidders shall remain committed to their bid for 60 days from the deadline set for the submission of bids.

17. COMPLEMENTARY INFORMATION: Further information can be obtained from the CDENO office, or the Contracting Authority.

Done at Bamenda on 25 JAN 2024

The ADMINISTRATIVE DIRECTOR OF CDENO
(The Contracting Authority).



Mbah Shupong Michael

Copies

- MINMAP
- ARMP (for publication and archiving)
- Chairman CDENO ITB
- Notice board (for information)
- Chrono

REPUBLIQUE DU CAMEROUN
PAIX-TRAVAIL-PATRIE

MINISTERE DE L'ELEVAGE, DES PECHEES
ET DES INDUSTRIES ANIMALES

CAISSE DE DEVELOPPEMENT DE
L'ELEVAGE DU NORD-OUEST (CDENO)

Tel. Fax: (237) 233 36:26:15
Email: cdenobda@yahoo.com

REPUBLIC OF CAMEROON
PEACE -WORK -FATHER LAND

MINISTRY OF LIVESTOCK, FISHERIES
AND ANIMAL INDUSTRIES

NORTH WEST LIVESTOCK
DEVELOPMENT FUND (NWLDF)

TEL:23336:14:40 /677 83 12 21
BP 399 MANKON BAMENDA

Avis d'Appel d'Offres National Ouvert n° 801/AONO/CDENO/CIPM/2024 du 25/01/2024 pour l'acquisition d'œufs fertiles pour la Caisse de Développement de l'Elevage du Nord Ouest (CDENO) en trois lots

1. Objet de l'Appel d'Offres

Le Directeur Administratif de la CDENO (Autorité Contractante), lance un appel d'offre pour l'acquisition des œufs fertile pour la Caisse de Développement d'Elevage du Nord Ouest (CDENO).

2. Nature des services

Les prestations du présent marché comprennent l'acquisition œufs fertile pour la Caisse de développement d'élevage du Nord-Ouest

3. Délais de livraison

Le délai maximum prévu par le Maître d'ouvrage pour la livraison d'œufs fertiles, objet du présent appel d'offres est de trois mois par lot.

4. Allotissement

Les fournitures est dans trois lot mais se délivrera en trois intervalles suivant la notification de l'autorité contractant.

5. Coût prévisionnel

Le cout prévisionnel de l'opération à l'issue des études préalables est de :

- LOT 1 = Quatre-vingt-trois millions deux cent cinq mille (83, 205,000) FCFA pour 129,845 œuf fertile
- LOT 2 = Quatre-vingt-trois millions deux cent cinq mille (83, 205,000) FCFA pour 129,845 œuf fertile
- LOT 3 = Quatre-vingt-trois millions deux cent cinq mille (83, 205,000) FCFA pour 129,845 œuf fertile

6. Participation et origine

La participation est ouverte aux entreprises de droit Camerounaise

7. Financement

Les prestations objet du présent appel d'offres sont financées par le budget de la CDENO pour l'exercice 2024 sur la ligne d'imputation budgétaire n° 20:10:50

8. Consultation du dossier d'Appel d'Offres

Le dossier d'appel d'offres peut être consulté aux heures ouvrables auprès de la CDENO (unité SIGAMP chargée de offres, tel No. 233 36 10 17)



9. Acquisition du dossier d'Appel d'Offres

Le dossier d'appel d'offres peut être obtenu aux heures ouvrables auprès de la CDENO sur présentation d'une quittance de versement d'une somme non remboursable de **100,000 (Cent mille)** francs CFA à la compte ARMP no 100010686097568660001-28 du banque BICEC. Cette quittance devra identifier le payeur comme représentant l'entreprise désireuse de participer à l'Appel d'Offres.

10. Remise des Offres

Chaque offre rédigée en Français ou en Anglais, en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme tels, conformes aux prescriptions du Dossier d'Appel d'Offre, devra être déposée contre un récépissé sous plis fermé, à la la CDENO (Unité de SIGAMP) , au plus tard le 27 / 02 /2024 à 11 heures, heure locale et devront porter la mention :

Avis d'Appel d'Offres National Ouvert n° 001 /AONO/CDENO/CIPM/2024 du 25 /01 /2024 pour l'acquisition d'œufs fertiles pour la Caisse de Développement de l'»Elevage du Nord Ouest (CDENO) LOT 1 »

A n'ouvrir qu'en séance de dépouillement."

Les offres parvenues après les dates et heure limites de dépôt des offres ne seront pas reçues.

11. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans l'annexe 11 du DAO d'un montant de

➤ LOT 1 : Un million six cent soixante quart mille cent francs (1,664,100) FCFA.

➤ LOT 2 : Un million six cent soixante quart mille cent francs (1, 664,100) FCFA.

➤ LOT 3 : Un million six cent soixante quart mille cent francs (1,664,100) FCFA.

et valable pendant trente (30) jours au-delà de la date (limite) de validité des offres.

12. Recevabilité des offres

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou autorité administrative compétente, conformément aux stipulations du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois-(03) mois à partir de la date d'ouverture d'appel d'offre à l'exception de quitus CNPS lequel sa validité peut-être moins de trois mois

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances ou le non-respect des modèles des pièces du Dossier d'Appel d'Offres, entraînera le rejet pur et simple de l'offre sans aucun recours.

13. Ouverture des plis

L'ouverture des offres aura lieu en un temps le 27 / 02 /2024 à 12 heures précises dans la salle de Commission interne de la CDENO.

Seuls le soumissionnaire peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne de son choix ayant une parfaite connaissance du dossier et mandater à cet effet.

14. Critères d'évaluation



14 (a) Critères éliminatoires

- Manquer de fournir pendant 48 heures d'un élément absent ou non-conforme dans le dossier administratif
- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois)
- Fausses déclarations ou pièce falsifiées
- absence ou insuffisance de la caution provisoire du soumissionnaire
- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire
- Offre financière incomplet
- Changement d'une unité ou quantité dans l'offre financière
- Le non-respect de 75% des critères essentiels

14.2 Critères essentiels

L'offre technique du soumissionnaire sera évaluée sur les éléments suivants :

N°	Critères.
1	La présentation de l'offre
2	L'expérience du personnel
3	Références du soumissionnaire
4	Moyens matériels
5	Le service après-vente
6	Capacité de préfinancement

Seules les offres ayant totalisé à l'issue de l'évaluation technique une note supérieure ou égale à **75%** points sur la base du critère oui seront évaluées financièrement.

15. Attribution de contract

Le contrat sera attribué au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, **techniquement qualifiée et moins disant.**

Un soumissionnaire est éligible pour maximum deux lots

16. Durée de validité des offres

Les soumissionnaires restent engagées par leurs offres pendant une période soixante (60) jours, à compter de la date limite fixée pour la remise des offres.

17. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus tous les jours aux heures ouvrables auprès de la CDENO Nord-Ouest (Service des Marchés) porte n°01.

Bamenda, le **25 JAN 2024**

**Le Directeur Administratif
(Autorité Contractante)**

Ampliations :

- ARMP (pour publication et archivage)
- Président CIPM (pour information)
- MINMAP
- Affichage


Abah Shupong Michael

DOCUMENT No. 3

GENERAL REGULATION OF THE INVITATION TO TENDER



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A. General

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- Article 2: Financing
- Article 3: Fraud and corruption
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- Article 5: Supplies and ancillary services meeting the criteria of origin
- Article 6: Qualification of bidder

B. Tender File

- Article 7: Content of the Tender File
- Article 8: Clarifications on the Tender File
- Article 9: Amendment of the Tender File

C. Preparation of bids

- Article 10: Bidding fees
- Article 11: Language of bid
- Article 12: Constituent documents of the bid
- Article 13: Bid price
- Article 14: Currency of bid
- Article 15: Documents attesting to the eligibility of the bidder
- Article 16: Documents attesting to the admissibility of the supplies
- Article 17: Documents attesting to the conformity of the supplies
- Article 18: Documents attesting to the qualification of the bidder
- Article 19: Bid Bond
- Article 20: Validity of bids
- Article 21: Form and signature of bid

D. Submission of bids

- Article 22: Sealing and marking of envelopes
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- Article 25: Amendment, substitution and withdrawal of bids

E. Opening of envelopes and evaluation of bids

- Article 26: Opening of envelopes and petitions
- Article 27: Confidential nature of the procedure
- Article 28: Clarifications on bids and contact with the Contracting Authority
- Article 29: Conformity of bids
- Article 30: Evaluation of the technical bid
- Article 31: Qualification of the bidder
- Article 32: Correction of errors
- Article 33: Evaluation of financial bids
- Article 34: Comparison of bids

F. Award of Contract

- Article 35: Award of contract



- Article 36: Right by Contracting Authority to declare an invitation to tender unsuccessful or to cancel a procedure
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- Article 38: Notification of award of contract
- Article 39: Publication of contract award results and petition
- Article 40: Signing of contract
- Article 41: Final bond



A. GENERALITIES

Article 1: Scope of the bid

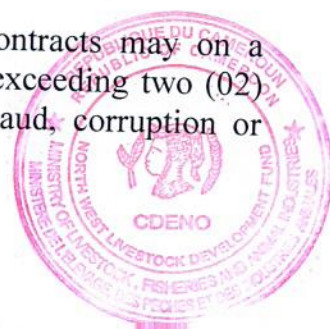
- 1.1 The Administrative Director of CDENO hereinafter referred to as the Contracting Authority, launches an open invitation to tender in view of obtaining the supply and ancillary services briefly described in the Special Regulations of the invitation to tender and specified in the Supplies Descriptive as well as in the Schedule of Quantities
- 1.2 The successful bidder or contractor must furnish the supplies within the time-limit indicated in the Special Regulations of the invitation to tender and which runs, except otherwise stipulated in the SAC, from the date of notification of the Administrative Order to start the delivery of the supplies or that set in the said Administrative Order.
- 1.3 In this Tender File the term "day" means a calendar day..

Article 2: Funding

The source of financing of the supplies forming the subject of this invitation to tender shall be **the BUDGET of CDENO for 2024, Head 20 10 50.**

Article 3: Fraud and corruption

- 3.1. The Contracting Authority requires that the bidder and contractors respect strictly the rules of professional ethics during the procurement process and execution of this contract. Under this principle, the contracting authority shall:
 - a. Define for the purposes of this clause, the following expressions:
 - I. Is guilty of "corruption" anyone who offers, gives, solicits or accepts any benefit to influence the action of a public official in the allocation or the execution of the Contract
 - II. Is engaged in "fraudulent practices" anyone who distorts or misrepresents facts in order to influence the award or execution of a Contract
 - III. "Collusive practices" are any form of agreement between two or more bidders (with the knowledge of the contracting Authority or not) to artificially maintain prices of the offers at a level not corresponding to those that would result from the competition.
 - IV. "Coercive practices" are any form of damage to persons or their property or threats against them to influence their action in the attribution or the execution of the Contract
 - V. Conflict of interest shall mean any situation in which the financial or personal interest of an agent or public entity is likely to compromise transparency in the award of public contracts
 - b. Any award proposal shall be rejected if it is determined 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 in the award of this contract
- 3.2. The Minister of Public Contracts, Authority in charge of public contracts may on a provisional basis, take a decision to ban any bidder for a period not exceeding two (02) years, that is recognized guilty of influence, conflicts of interest, fraud, corruption or



production of no-authentic documents in the bid submission, without prejudice to the criminal prosecution that could be engaged against him.

Article 4: Candidates allowed to compete

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

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

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

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

- i) Is or was associated in the past in an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
 - ii) presents more than one bid within the context of this invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid; or
 - iii) The Contracting Authority or Project Owner has financial interests in the share capital in way as to compromise the transparency of the contracts award procedure.
- (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 or indirect supervisory authority of the Contracting Authority or Project Owner.

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

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

5.2 Within the meaning of this article 5(1) above, the term "supplies" shall refer to products, raw materials, machines, equipment and industrial installations; and the term "ancillary services" shall notably refer to services such as insurance, installation, training and initial maintenance.

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



Article 6: Qualification of the bidder

6. As an integral part of their offer, bidders must:

- (a) Submit a power of attorney making the signatory of the bid bound by the offer; and
- (b) Furnish all the information (to complete or update the information included in the request for pre-qualification which may have changed in the case where the candidates had to pre-qualify) contract.

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

- (i) The production of certified balance sheets and recent turnover;
 - (i) Access to a credit line or availability of other financial resources;
 - (ii) Orders acquired and contracts awarded;
 - (iv) Pending litigations; and
 - (v) Availability of indispensable equipment.
6. Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:
- a. The bids must include all the information listed in article 6(1) above. The Special Regulations must specify the information to be furnished by the group and the information to be furnished by each member of the group;
 - b. The bid and the contract must be signed in a way that 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 shall represent all the undertakings vis à vis the Contracting Authority in the execution of the contract.
 - e. In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Administration into a single account; on the other hand, each undertaking is paid in its own account by the Administration where it is several co-contracting.

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



B. TENDER FILE

Article 7: Document constituting the tender file (DAO)

7.1 The Tender File describes the supplies forming the subject of the contract, sets the consultation procedure by suppliers and specifies the terms of the contract. Besides the addendum (addenda) published in accordance with article 9 of the General Regulations of the invitation to tender, it includes the following documents

- a) The tender notice (OAA);
- b) General Regulation of the call for tender (RGAO);
- c) Special Regulation of the call for tender (OMPP);
- d) Specification of the Special Administrative Clauses (CCAP);
- e) Description of items to be supplied
- f) Unit price schedule;
- g) Schedule of detailed estimates;
- h) Schedule of Sub-Detail of unit prices;
 - i) Model of draft contract;
 - j) Model engagement letter by bidder;
 - k) Model bid submission letter;
 - l) Model bid bond;
 - m) Model performance guarantee;
 - n) Model bank guarantee for the refund of start-up advance of;
 - o) Lists of banks of 1st order approved by the Ministry in charge of Finance;
 - p) Table of references of the bidder;
 - q) Table of key materials and equipment of the contractor;
 - r) Model of qualification and experience of the key personnel responsible for enforcement of the contract.

7.2. The bidder must consider all of the regulations, forms, conditions and specifications contained in the DAO. He is invited to provide all the information requested and to prepare a compliant offer in all aspects. Any deficiency can lead to the rejection of its offer.

Article 8: Clarification made to 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 (telecopy 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 the 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 the 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 Minister Delegate in charge of public contracts.



- 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.
- 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 7.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known to all bidders who bought the Tender File. The latter must acknowledge receipt of each of the addenda in writing to the Contracting Authority.
- 9.3 In order to give bidders sufficient time to take account of the addendum in the preparation of their bids, the Contracting Authority may postpone as is necessary, the deadline for the submission of bids, in accordance with provisions of article 23.2 of the General Regulations of the invitation to tender.

C. PREPARATION OF THE BIDS

Article 10: Bidding fee

The candidate will bear all the costs associated with the preparation and presentation of its offer, and the Contracting Authority is not responsible for any of these costs, or to settle them, regardless of the conduct or outcome of the tender procedure.

Article 11: Language of the bid

The bid, all correspondence and all documents exchanged between the bidder and the Contracting Authority will be written in English or French.

Article 12: Constituent documents of the offer

- 12.1. The bidder's offer will include documents detailed in the OMPP, duly completed and grouped in three volumes:
- 12.2 The bid presented by the bidder shall include the documents detailed in the Special Regulations of the invitation to tender, duly filled and put together in three volumes:

a. Volume 1: Administrative file

It includes:

- i) All documents attesting that the bidder:
- Proof of purchase of the tender file;
 - Has subscribed to all declarations provided for by the laws and regulations in force;
 - Paid all taxes, duties, contributions, fees or deductions of whatever nature;



- Is not winding up or bankrupt;
 - Is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of article 19 of the General Regulations of the invitation to tender;
- iii) The written confirmation empowering the signatory of the bid committing the bidder, in accordance with the provisions of article 6.1 the General Regulations of invitation to tender.

b. Volume 2: Technical bid

b.1 Information on qualifications

The Special Regulations of the invitation to tender specify the documents to be furnished by the bidders attesting to the qualification to bid in accordance with articles 6(1), 6(2) and 18 of the General Regulations.

b.2 Technical proposals

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

- A detailed description of the technical characteristics, performance, makes, models and references of the materials proposed including technical prospectuses in accordance with article 17 of the General Regulations;
- The calendar, schedule and delivery deadline.

b.3 Proof of acceptance of conditions of the contract

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

1. The Special Administrative Conditions (SAC);
2. Technical specifications.

c. Volume 3: Financial bid

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

1. The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;
2. The duly filled Schedule of unit and/or all-in prices;
3. The duly filled detailed estimates;
4. The sub-details of prices and/or breakdown of all-in prices;



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

Article 13: Bid price

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

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

Prices proposed in the schedules of sub-details of prices for Supplies and Ancillary Services shall be presented in the following manner:

- a. For supplies manufactured in Cameroon:
 - i. Prices exclusive of taxes of supplies at the local level;
 - ii. Sales and other taxes collected on the supplies which will be due if the contract is awarded;
 - iii. The price of domestic transportation, insurance and other local services related to the delivery of the supplies up to their final destination (project site) specified in the Special Regulations of the invitation to tender.

13.2 The prices offered by the bidder should be firm during the whole duration of the execution of the contract and should not in any way vary, except there is a contrary provision in the Special Regulations. A bid including a price revision clause will be considered as not being in conformity and set aside, in accordance with article 29(3) of the General Regulations.

Article 14: Bid Currency and settlement

Prices shall be drawn in the CFA francs.

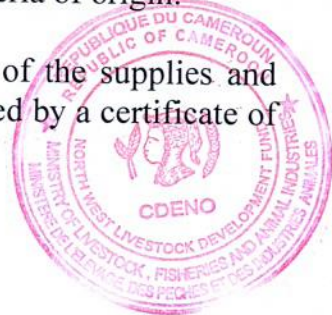
Article 15: Documents attesting to the eligibility of the bidder

The bidder shall furnish as full part of his bid, documents attesting that he meets the conditions of the provisions of article 4 of the General Regulations.

Article 16: Documents attesting to the admissibility of supplies

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

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



Article 17: Documents attesting to the conformity of supplies

- 17.1 To establish the conformity of supplies and ancillary services of the Tender File, the bidder shall, within the scope of his bid, provide written proofs that the supplies conform to the technical specifications and standards mentioned in the Supplies Description.
- 17.2 These proofs may take the form of prospectus, drawings or data and include a detailed description of the main technical and performance characteristics of the supplies and ancillary services, demonstrating that they essentially correspond to the specifications and, where need be, a list of differences and reservations in relation to the provisions of the Supplies Description.
- 17.3 The bidder shall also provide a list giving all the details, including the available sources of supply and the current prices of spare parts, special tools, etc necessary for the proper and continuous functioning of the supplies from the start of their use by the Project Owner and during the period specified in the Special Regulations.
- 17.4 The standards which apply to the execution methods, manufacturing processes, equipment and materials as well as references to trademarks or catalogue numbers specified by the Project Owner or Delegated Project Owner in the Quantity Schedule, delivery calendar and technical specifications are mentioned only for information and in no way have a restrictive character.
- The bidder may substitute them with other quality standards, trademarks and/or other catalogue numbers provided that he establishes to the satisfaction of the Project Owner that the standards, makes and numbers thus substituted are substantially equivalent or superior to the specifications of the Schedule of prices and technical specification.

Article 18: Documents attesting to the bidder's qualification

- Documents attesting that the bidder is qualified to execute the contract if his offer is accepted shall establish to the satisfaction of the Contracting Authority that:
- a) In the case where the bidder offers to deliver in execution of the contract, supplies which moreover he does not manufacture or produce, the said bidder is duly authorised by the manufacturer of these supplies to deliver them in Cameroon;
 - b) The bidder has the financial, technical and production capacity necessary to execute the contract;
 - c) The supplier has the relevant experience similar to that provided for in the tender file.

Article 19: Bid bond

- 19.1 In application of article 12 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which shall become a full part of his offer.
- 19.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any



other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with article 20(2) of the General Regulations.

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

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

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

19.6 The bid bond may be seized:

a) If the bidder:

i) Withdraws his bid during the time-limit which he specified in his bid;

ii) Does not accept the correction of errors in application of article 30(4) of the General Regulations; or

b) If the bidder retained:

i) Defaults in his obligation to sign the contract in application of article 42 of the General Regulations; or

ii) Defaults in his obligation to furnish the final bond in application of article 43 of the General Regulations.

Article 20: Validity of bids

20.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the offers set by the Contracting Authority in application of article 23 of the General Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority as not being in conformity.

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

20.3 Where the contract does not include a price revision clause and that the period of validity of offers is extended for more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority shall address to bidders. The Contracting Authority's request



must include a form of price revision. The updating period shall run from the date of overrun of the sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of services by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation.

Article 21: Form and signature of bids

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

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

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

D. SUBMISSION OF BIDS

Article 22: Sealing and marking of Envelopes

22.1 The bidder shall place the original and each of the copies of the bid in separate and sealed envelopes bearing the inscription **"ORIGINAL"** and **"COPY"**, as the case may be. These envelopes should then be placed in another envelope which should equally be sealed and which provides no indication on the identity of the bidder.

22.2 The external and internal envelopes :
should be addressed to the Contracting Authority at the address indicated in the Special Regulations;

a) should bear the name of the project as well as the subject and number of the invitation to tender indicated in the Special Regulations and the inscription

"TO BE OPENED ONLY DURING THE BID-OPENING SESSION".

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

22.4 If the external envelopes are not sealed and marked as indicated in article 22(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

Article 23: Date and time-limit for submission of bids

23.1 The bids must be received by the Contracting Authority (CDENO Office) not later than the date and time stated in the Special Regulations of the invitation to tender.



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

Article 24: Late bids

Any bid received by the Contracting Authority beyond the deadline for the submission of bids set by the Contracting Authority in application of article 23 of the General Regulations shall be declared late and consequently rejected.

Article 25: Amendment, substitution and withdrawal of bids

- 5.1 A bidder may modify, replace or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of bids. The said notification must be signed by an authorised representative in application of article 21(2) of the General Regulations.

The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENT BID" or "MODIFICATION".

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

- 5.3 Bids being requested to be withdrawn in application of article 25(1) shall be returned unopened.

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

E. OPENING OF TENDERS AND EVALUATION OF OFFERS

Article 26: Opening of envelopes and petitions

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

- 26.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned



to the bidder unopened. Withdrawal of a bid shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement bid" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened.

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

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

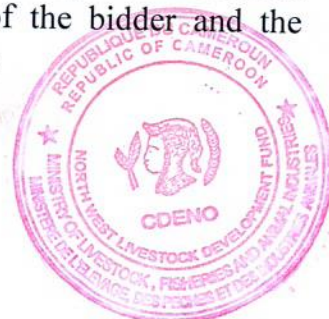
26.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.

26.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is appended the attendance sheet is handed over to all the participants at the end of the session and addressed to the Minister Delegate at the Presidency of the Republic in charge of Public Contracts with copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

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.

Article 27: Confidential nature of the procedure

27.1 No information relating to the examination, evaluation, comparison of bids and verification of the qualification of bidders and the contract award recommendation shall be given to bidders or to any other person concerned with the said procedure as long as the contract award has not been made public, subject to the disqualification of the bidder and the suspension of the authors from all activities related to public contracts.



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

27.3 Notwithstanding the provisions of article 27(2), between the opening of envelopes and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid, he should do so in writing.

Article 28: Clarifications on the bids and contact with the Contracting Authority

28.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it desires, request any bidder to give clarifications on his bid. This request for clarification and the response given are formulated in writing but no change on the amount or content of the bid is sought, 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 bids, between the opening of envelopes and the award of the contract.

Article 29: Conformity of bids

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

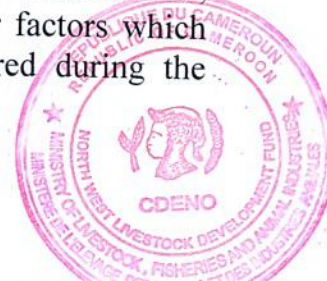
29.2 The Evaluation sub-committee shall determine if the bid is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.

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

- a. which substantially limits the scope, quality or performance of the supplies and ancillary services specified in the contract;
- b. which substantially limits and is not in conformity with the Tender File, the rights of the Contracting Authority or the obligations of the bidder in relation to the contract; or
- c. Whose acceptance would be prejudicial to other bidders who presented bids that essentially conformed with the Tender File.

29.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not eventually be rendered in compliance.

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



Article 30: Evaluation of technical bid

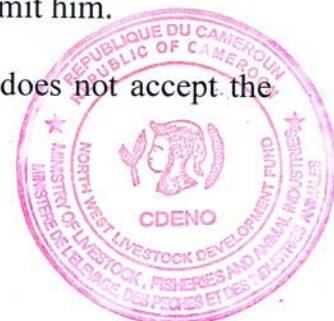
- 30.1 The Evaluation sub-committee shall examine the bid to confirm that all the conditions fixed in the Special Regulations and Special Administrative Conditions were accepted by the bidder without substantial difference or reservation.
- 30.2 The sub-committee shall evaluate the technical aspects of the bid presented in accordance with article 17 of the General Regulations in order to ensure that all the stipulations of the Schedule of prices, delivery calendar and Supplies Specification (technical specifications, plans, inspections and trials) are respected without substantial difference or reservation.
- 30.3 If after the examination of the terms and conditions of the invitation to tender and the technical evaluation, the Evaluation sub-committee establishes that the bid does not essentially conform in application of article 29 of the General Regulations, it shall propose to the Tenders Board that the said bid be set aside.

Article 31: Qualification of the bidder

The Evaluation sub-committee shall ensure that the bidder retained for having submitted the bid that substantially conformed to the provisions of the Tender File, meets the qualification criteria stipulated in article 6 of the Special Regulations. It is essential to avoid arbitrariness in determining qualification.

Article 32: Correction of errors

- 32.1 The Evaluation sub-committee shall verify the bids considered essentially in conformity with the Tender File to rectify the possible calculation errors. The sub-committee shall rectify the errors in the following manner:
- a) If there is a contradiction between the unit price and the total obtained by multiplying the unit price by the quantities, the unit price shall be authentic and the total price shall be corrected, unless, according to the Evaluation sub-committee, the decimal point of the unit price is manifestly badly placed. In which case the total price indicated shall prevail and the unit price corrected.
 - b) If the total obtained by the addition or subtraction of sub totals is not exact, the sub totals shall be authentic and the total corrected;
 - d) If there is a contradiction between the indicated price in letters and figures, the amount in letters shall be authentic, unless the amount is linked to an arithmetical error, in which case the amount in figures shall prevail subject to paragraphs a) and b) above.
- 32.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee in accordance with the error correction procedure referred to above and with the confirmation of the bidder, the said amount shall be considered to commit him.
- 32.3 If the bidder who presented the bid assessed as being the lowest bid does not accept the corrections, his bid shall be rejected and his bond may be seized.



Article 33: Conversion into a single currency

All bids presented for opening must be converted to **francs CFA** by the bidders . Failure to do so, the prices stated on the financial file shall be considered to be in francs CFA without any change of value by the commission.

Article 34: Financial evaluation of bids

34.1 The Evaluation sub-committee shall proceed to the evaluation and comparison of bids which it had determined essentially met the provisions of the Tender File within the meaning of articles 29, 30 and 31 of the General Regulations.

34.2 For this evaluation the Evaluation sub-committee shall consider the following elements:

- a) the bid price, indicated according to the provisions of article 13 of the General Regulations;
- b) adjustments made on the price to correct the arithmetical errors in application of article 32 of the General Regulations;
- c) adjustments made on the price as a result of rebates offered in application of paragraph 13(4) of the General Conditions;

34.3 To evaluate the bid price, the Evaluation sub-committee may equally consider factors other than the bid price indicated including the characteristics, performance of the supplies and ancillary services and purchase conditions.

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

Article 35: Margin of preference

If this provision is mentioned in the Special Regulations, national business persons may benefit from a national preference margin as provided for in the Public Contracts Code for reasons of evaluation of the bids. **In the case of fertile it is not applicable**

Article 36: Comparison of bids

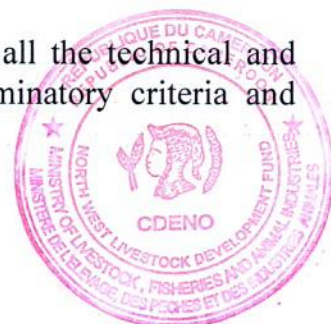
The Evaluation sub-committee shall compare all the bids that substantially conform to determine the bid valued as the lowest, in application of articles 34 above.

F. Award of the contract

Article 37: Award of the contract

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

37.2 Any award of supplies Contract shall be to the bidder meeting all the technical and financial capacities resulting from the required essential or eliminatory criteria and presenting the bid evaluated as the lowest.



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 in charge of public contracts where the offers have been opened or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

Article 39: Right to modify quantities during the award of the contract

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

Article 40: Notification of the award of the contract

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

Article 41: Publication of results of award and petitions

41.1 Any award decision of a public contract by the Project Owner or the Delegated Project Owner shall be inserted with an indication of the price and deadline in the Public Contracts Journal published by the body in charge of the regulation of public contracts or any other publications authorised to do so.

41.2 The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the minutes of the award session of the related contract to which shall be appended the evaluation report of the bids.

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

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

41.5 In case of petition, it should be addressed to the Minister Delegate in charge of Public Contracts with copies to the Public Contracts Regulatory Agency, the Contracting Authority and the chairperson of the said 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 shall be submitted to the Tenders Board for examination and opinion and where applicable to the prior endorsement of the Minister in charge of public contracts.



42. The Contracting Authority has seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder and where applicable after the endorsement of the Minister in charge of Public Contracts.

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

Article 43: Final Bond

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

43.2 The bond whose rate shall be 2% of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment in accordance with the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.

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

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



Document No. 4:
Special Regulations of the invitation to
tender

SPECIAL TENDER CLAUSES.

1. Subject matter of the Invitation to Tender

The objective of this open invitation to tender is for the SUPPLY OF FERTILE EGGS TO CDENO in three (3) lots .

2. Name and address of contracting authority:

THE ADMINISTRATIVE DIRECTOR of CDENO, P.O. Box 399 Bamenda

3. Delivery deadline

This delivery deadline for each of these LOT shall be 3 months from the date of notification to start supply.

4. Funding

Project shall be funded by CDENO budget 2024 Head 20 10 50

5. List of pre-qualified candidates,

Not applicable

6. Criteria of origin of bidders

Bidders should be nationals or foreigners who have registered business enterprises in Cameroon.

7. Criteria of origin of supplies

The product (fertile eggs) should be obtained from a certified farm which could be national or international so far as the technical specifications are made.

8. Bidder's qualification

II. Evaluation criteria for bidders

- General Presentation
- Personnel
- References
- Equipment
- After-Sales Service;
- Financial Capacity

III. In case of a group of suppliers: Not Applicable

9. Language of bid:

Bids shall either be presented in English or French language

10. PRESENTATION OF THE TENDER.

The bids prepared in English or French and in Seven (07) copies with one (01) original and six (06) copies marked thus, shall be presented in three (03) volumes as follows:

- A) Administrative Documents
- B) Technical Documents
- C) Financial Documents



External envelope.

Each bidder shall seal these three (03) envelopes (A, B and C) in one common envelope on which shall be written.

<< OPEN NATIONAL INVITATION TO TENDER NO. ____ / ONIT/CDENO/ITB/2024
O ____ / ____ /2024 FOR THE SUPPLY OF FERTILE EGGS IN THREE LOTS>>

To BE OPENED ONLY DURING THE BIDS OPENING SESSION >>

NB: The external envelope should not carry any mark or sign that can lead to the identification of the bidder.

INTERNAL ENVELOPES

Three (03) internal envelopes must be sealed in an external envelope.

The first internal envelope shall be labeled;

<< **A: Administrative tender**>> and shall contain the administrative documents of the enterprise. These documents shall be original or copies certified by competent authorities not more than three months.

ENVELOPE A: ADMINISTRATIVE DOCUMENTS.

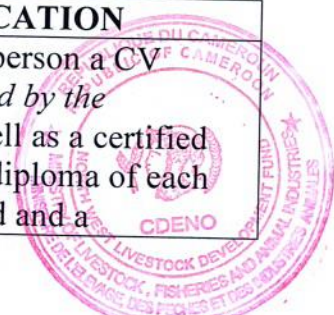
No.	DESIGNATION.
A1	Submission letter, stamped and affixed a fiscal stamp
A2	An attestation of non exclusion issued by the public contract regulatory Board (ARMP)
A3	Purchase receipt of tender file of 150,000FCFA issued by BICEC bank
A4	Valid tax payers' card
A5	A current attestation of fiscal conformity
A6	Attestation of bank account in the name of the Enterprise
A7	An affidavit of non-bankruptcy issued by the court of 1 st instance of the area where the contractor is resident.
A8	Clearance certificate issued by National social Insurance Fund
A9	Guarantee deposit for the tender (BID Bond) of 1,664,100FCFA or its equivalent for each LOT according to the attached model
A10	Copy of localization plan
A11	A group agreement where applicable
A12	The power of Attorney or "Authorization" where necessary.
A13	Certificate of incorporation (registres de commerce).

The second envelope shall be labeled.

<< **B: TECHNICAL BID**>> and shall contain the technical tenders of the enterprise, which shall comprise the under mentioned documents.

ENVELOPE B: TECHNICAL TENDER.

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
B1	Personnel list	It shall contain: ☞ Supervisor: At least a Veterinary Doctor with at least 05 years' experience in the field.	Attach for each person a CV (signed and dated by the individual) as well as a certified copy of highest diploma of each person concerned and a



		☞ Assistant Supervisor: At least a Senior livestock technician with at least 05 years' experience in the field	presentation of original of certificate, certified copy of the identity card. NB-All key personnel must present commitment of availability duly signed & certified by the personnel concerned
B2	Equipment list	It shall show clearly the means at the disposal of the enterprise to carry out the supplies (Refrigerated van and a liaison vehicle)	Attach certified copies of cartegrise and lease agreement where necessary
B3	References of the enterprise.	List of three contracts for the supply of fertile eggs ≥ 50 million each realized within the last five years	Amount of contract, copies of (1 st and last pages) and minutes of reception or attestation of effective realisation. Include accessible telephone number(s) of beneficiary service(s) to enable verification when need arises.
B4	After sale service	Packaging, Transportation, registration Certification etc	
B5	Description of item to be supplied	Provided in tender file.	Initialled on every page and signed and stamp on the last page
B6	Financial capability	Attestation of pre-financing delivered by a banking institution recognised by MINFI/COBAC of at least 55% to the amount of the contract TTC	Date and signature of bank Manager in charge.

The third Internal Envelope shall be labelled

<<Envelope C: Financial TENDER>> and shall contain the following:

ENVELOPE C: FINANCIAL BID

No.	DESIGNATION.
C1	Declaration of intention to tender, signed, dated and stamped, affixed with a fiscal stamp
C2	Completed and signed mail Enclosure of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with all taxes (TTC)
C4	Sub details of unit prices
C5	Complete special administrative clauses (CCAP) signed and dated.

Each internal envelope shall carry the name of the enterprise and the corresponding nature of the tender.

BID PRICE

11. CURRENCY OF BID

The currency applicable to this bid shall be the FCFA



12. The price of the contract shall */not/* be revisable

Since the contract duration is less than 12 months, the prices of the contract shall not be revisable during execution

13. International tender: Not applicable

14. Currency of the Contracting Authority: The Currency of the contracting Authority (the Director of CDENO) shall be Francs CFA

15. DURATION OF CONTRACT. The maximum deadline for the job forming the subject of this invitation to tender shall be **three (03) months for each LOT** from the date of notification of each service order for supply and the delivery schedules for each LOT shall be done by the contracting authority.

PREPARATION AND SUBMISSION OF OFFER

16. BID BOND:

Each bidder must attach to his/her administrative documents a bid bond issued by a bank approved by the ministry of the Finance as follows:

LOT 1: One million six hundred and sixty four thousand one hundred (1,664,100) FCFA.

LOT 2: One million six hundred and sixty four thousand one hundred (1,664,100) FCFA.

LOT 3: One million six hundred and sixty four thousand one hundred (1,664,100) FCFA

17. Period of validity of bids

The period of validity of bids is shall be 60 days from the date of submission of offers

18. The number of copies of the bids

Bids in English or French shall be submitted in seven (07) copies (one original and six (06) copies to the office of ADMINISTRATIVE DIRECTOR OF CDENO, SIGAMP UNIT on or before ____/____/2024 at **11.00 am prompt** upon the issue of a receipt.

No bids shall be received after the time limit for the submitting of bids, and bids once submitted shall not be retrieved again for corrections or modifications.

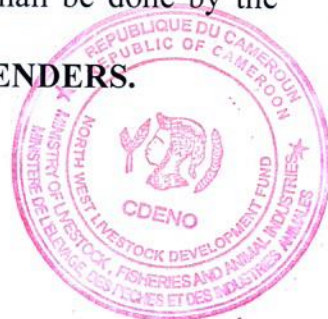
19. Address of the Contracting Authority to be used for the submission of offers

Bids shall be submitted to CDENO main office, SIGAMP UNIT

20. The subject shall be open national invitation to tender No. _____ for the supply of fertile eggs to CDENO in 3 Lots

21. DELIVERY DEADLINE: The maximum deadline for the job forming the subject of this invitation to tender shall be **three (03) months for each LOT** from the date of notification of each service order for supply and the delivery schedules for each LOT shall be done by the contracting authority

22. VENUE, TIME, OPENING OF BIDS AND EVALUATION OF TENDERS.



The opening of bids shall take place on the -----/2024 at 12.00 pm in the CDENO conference hall Bamenda. The tenders shall be opened and evaluated following the evaluation sheet attached as Annexed

Conversion into a single currency

23. The currency retained for conversion into a single currency is the CFA francs and Source of exchange rate: Bank of Central African States (BEAC)

24 **Date of exchange rate:**

The date of exchange rate shall not be more than 28 days to the deadline for the submission of bids.

25. **AWARD OF THE CONTRACT:** The contracting authority shall award the contract to the bidder whose bid is judged to conform to the essentials of the tender specification, and who has submitted the most coherent bid and the lowest bid. But inconsistent and unrealistic offers will not be accepted

A bidder is eligible for at most 2 LOTS separately.



Document No. 5:
Special Administrative Conditions
(SAC)



Content

Chapter I: General

- Article 1 - Subject of the contract
- Article 2 - Award procedure (GAC supplemented)
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Applicable language, law and regulations
- Article 5 - Standards (article 3 of GAC supplemented)
- Article 6 - Constituent documents of the contract (article 9 of GAC)
- Article 7 - General applicable instruments (GAC supplemented)
- Article 8 - Communication (article 6 of GAC supplemented)
- Article 9 - Administrative Orders (article 8 of GAC)
- Article 10 - Contracts with conditional phases (article 9 of GAC)
- Article 11 - Supplier's material and personnel (GAC supplemented)

Chapter II: Financial conditions

- Article 12 - Guarantees and bonds (articles 21 and 40 of GAC)
- Article 13 - Amount of contract
- Article 14 - Place and method of payment (GAC supplemented)
- Article 15 - Price variation (article 17 of GAC)
- Article 16 - Price revision formula (article 18 of GAC)
- Article 17 - Price updating formula (article 18 of GAC)
- Article 18 - Advances (article 21 of GAC)
- Article 19 - Payment (article 19 supplemented)
- Article 20 - Interest on overdue payments (article 20 of GAC)
- Article 21 - Penalties for delay (article 34 of GAC supplemented)
- Article 22 - Tax and customs schedule (article 10 of GAC)
- Article 23 - Stamp duty and registration of contracts (article 11 of GAC)

Chapter III: Execution of services

- Article 24 - Patent rights (GAC supplemented)
- Article 25 - Place of delivery and deadline (articles 31 and 33(1))
- Article 26 - Role and responsibilities of supplier (GAC supplemented)
- Article 27 - Transport and insurance (article 31 of GAC)
- Article 28 - Trials and related services (article 28)
- Article 29 - After-sales service and consumables (article 14 of GAC)

Chapter IV: Acceptance

- Article 30 - Documents to be furnished before the technical acceptance (article 41 of GAC supplemented)
- Article 31 - Provisional acceptance (articles 40 and 41 of GAC)
- Article 32 - Documents to be furnished after provisional acceptance (article 40 of GAC supplemented)
- Article 33 - Guarantee deadline (article 40 of GAC supplemented)
- Article 34 - Final acceptance (article 48 of GAC)

Chapter V: Sundry provisions

- Article 35 - Termination of the contract (article 57 of GAC)
- Article 36 - Case of force majeure (article 56 of GAC)
- Article 37 - Differences and disputes (article 61 of GAC)
- Article 38 - Drafting and dissemination of this contract (GAC supplemented)
- Article 39 and last - Entry into force of the contract (GAC supplemented)



Chapter I General

Article 1: Subject of tender

The Contract has as subject **THE SUPPLY OF FERTILE EGGS TO CDENO in 3 LOTS**

Article 2: Award procedure (GAC supplemented)

The present Contract is awarded after a open national invitation to tender following the procedures laid down for the award of public contracts in Cameroon.

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

1- General definitions

- The Contracting authority is **the Administrative Director of CDENO**. He is responsible for the general administrative, financial services forming the subject of the Contract and the conservation of the originals of the Contract / transmission of copies to ARMP and other stake holders involved in the execution of the contract.
- The Project manager is **the Technical Service of CDENO**, responsible for the technical services forming the subject of the Contract
- The contract engineer is **the Regional Delegation MINEPIA North West** and is responsible for the follow-up of the execution of the Contract

2- Security

This contract may be used as security, subject to any form of assignment of receivables. In this case:

- The authority in charge of ordering payment shall be **the Administrative Director of CDENO and the Finance Controller of CDENO**.
- The body or official in charge of payment shall be the **Accounting Officer of CDENO**;
- The official competent to furnish information within the context of execution of this Contract shall be the contract manager and the contract engineer.
- **A follow up Commission** : not applicable here because of the amount of the contract

Article 4: Language, applicable law and regulation (GAC supplemented)

- a. The language used is that of the submission is either English or French,
- b. The laws and regulations are the laws and regulations in force in Cameroon;
- c. The supplier undertakes to observe laws, regulations, and order in force in the Republic of Cameroon, and as well in its own organization in the implementation of the contract.



Article 5: Standards (article 3 of GAC supplemented)

- 5.1 The supplies done in execution of this contract shall be in conformity with the standards laid down in the Technical Specifications and where no standard is mentioned, to the authoritative standard on the issue and applicable in Cameroon; this standard shall be the most recent standard approved by the competent authority.
- 5.2 The supplier shall study, execute and guarantee the supplies and services of this contract by taking into consideration the best practices in Cameroon for operations of similar technology.

Article 6: Constituent documents of the contract (Article 9 of GAC)

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

- 1) The bid or commitment letter;
- 2) The supplier's bid and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Technical Specifications referred to above;
- 3) The Special Administrative Conditions (SAC);
- 4) The Technical Specifications (TS);
- 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 execution draft
- 7) The General Administrative Conditions (GAC) applicable to supplies contracts as put in force by Decree No. 033 of 13 February 2007;
- 8) The General Technical Conditions applicable to services forming the subject of the contract

Article 7: General instruments in force

This contract shall be governed by the following general instruments:

1. The instruments governing the professional corps;
2. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code;
3. Decree No. 2012/075 of 8 March 2012 to organize the Ministry of Public Contracts;
4. Decree No. 2012/076 of 8 March 2012 to amend and supplement some provisions of Decree No. 048/2001 of 23 February 2001 on the creation, organization and functioning of the Public Contracts Regulatory Agency;
5. Decree No. 2001/048 of 23 February 2001 relating to the creation, organisation and functioning of the Public Contracts Regulatory Agency;
6. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
7. The applicable standards;
8. Other instruments specific to the domain concerned in the contract.
9. Circular no. 00001/PR/MINMAP/CAB of 25/4/2022 relating to the application of the public contract code
10. Circular no.00000026/C/MINFI of 29/12/2023 on the instructions relating to the execution of the finance law, the monitoring and control of the execution of the Budgets of the State and other Public Entities for the year 2024



Article 8: Communication (Article 6 of GAC supplemented)

- a) The contractor and the contracting authority shall prohibit any communication relating to the performance of the work which is not confirmed in writing. Any operation outside the framework of this contract will neither be recognized nor paid by the Contracting Authority unless they had been the object of a command written on his part. The contractor prior to the signing of the contract must submit the coordinates of its representation in the region (location Plan, name and surnames) and telephone of the representative.
- b) The contractor will address all written notifications or correspondences to the contract engineer, and copy the Contracting Authority.

Article 9: Administrative Orders (service orders) (Article 8 of GAC)

- 9.1 The Administrative Order to start execution of supplies shall be signed by the Contracting Authority and notified to the supplier by the Contract Engineer, with copies to the Project Owner, Contract Manager, ARMP, MINMAP and Payment Body.
- 9.2 On the proposal of the Project Owner, Administrative Orders with incidence on the objective, amount or supply deadline shall be signed by the Contracting Authority and notified to the supplier by Contract Engineer, and copies send to Project Manager and Paying Body. The prior endorsement of the Payment Body shall possibly be required for those with an incidence on the amount.
- 9.3 Administrative Orders of a technical nature linked to the normal progress of the supplies shall be signed directly by Contract Manager and notified to the supplier by the Engineer or Project Manager and a copied to the Contracting Authority.
- 9.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the supplier by Contract Manager and copied to the Contracting Authority, Engineer and Project Manager.
- 9.5 Administrative Orders for suspension or resumption of supplies for reasons of the weather or other cases of force majeure shall be signed by the Contracting authority upon the proposal of the Project Manager and notified to the supplier by the Engineer (as per type of supplies).
- 9.6 With regard to Administrative Orders signed by the Contracting Authority and notified by the Contract Engineer, notification must be done within a **maximum deadline of 30 days** from the date of transmission by the Contracting Authority to the Project Owner. **Beyond this deadline, the Contracting Authority shall establish the default of the Contract Engineer and proceed to carry out the said notification.**
- 9.7 The supplier shall address all written notifications or correspondences to the Project Manager and copied to the Contract Manager and Engineer



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

Article 10: Supplier's equipment and staff

- a. Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the supplier shall have himself replaced by a member of staff of equal competence (qualifications and experiences) or by equipment of similar performance and in good working order.
- b. In any case, the lists of equipment and supervisory staff to be used shall be subject to the approval of the Project Manager within 15 days of the notification of the Administrative Order to start execution. The Project Manager has 5 days to notify his opinion in writing with a copy to the Contract Manager. Beyond this time-limit, these lists shall be considered as approved.
- c. Any unilateral modification on the proposed equipment and supervisory staff made in the technical bid prior to and during the execution shall be a reason for termination of the contract as mentioned in article 34 below or application of penalties (specify).

Chapter II: Financial conditions

Article 11 Guarantees and securities (Articles 21 and 40 of GAC)

11.1 Final bond

The final bond shall be set at 2% of the amount of the contract, inclusive of all taxes. It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days from the date of notification of the contract.

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

11.2. Performance bond

The retention fund shall be set at 5% of the amount of the contract, inclusive of all taxes. The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the Project Owner upon request by the contractor.

11.3 . Guarantee of start-off advance

It may be granted to the contractor on express request and without justification on his part, a start-up advance that is at most equal to twenty per cent (20%) of the amount of the contract TTC. The amount which must be covered by a bond from a bank duly recognized by the Ministry of Finance.

Article 12: Amount of the contract

The amount of this contract as shown on the attached [detail or estimates] is _____ (in figures) _____ (in letters) CFA francs Inclusive of All Taxes; that is:

- Amount exclusive of VAT: _____ CFA F
- Amount of VAT: _____ CFA F.



Article 13: Place and method of payment (GAC supplemented)

The Project Owner shall pay the sums due by transfer into account No. _____ opened in the name of _____ at _____ bank.

Article 14: Price variation (Article 17 of GAC)

Prices shall be firm

- a. Payments on account made to the supplier as advances shall not be revisable.
- b. Revision shall be "frozen" upon expiry of the contractual time-limit, except in the case of price reductions.

Article 15: Price Revision formula (Article 18 of GAC)

NOT APPLICABLE

Article 16: Price updating formula (Article 21 of GAC)

NOT APPLICABLE

Article 17: Advances (Article 21 of GAC)

It may be granted to the contractor on express request and without justification on his part, a start-up advance that is at most equal to twenty per cent (20%) of the amount of the contract TTC. This advance may be released after the notification of the Service Order to start the supply.

Start-up advance will be repaid by taking thirty per cent (30%) of the amount from each payment. Full refund will have to be completed when all of the work will be carried out at 80%. Following of the rate of reimbursement of the advance, the contracting authority will authorize the payment of the corresponding part of the contractor upon written request.

Article 18: Payment (article 19 of GAC supplemented)

The payment of the supply will be in several installments following the presentation of the stages of implemented supplies approved by the engineer and the contracting authority. Each provisional payments due to the contractor in respect of the contract since the beginning of execution will be done on the basis of joint agreed bills between the engineer and the contractor. The bills must correspond to the amount of work done, obtained from the amount of supply actually executed under the conditions of the Contract and the unit price, as contained in the schedule of unit price, quantity and estimated specifications and the unit price Sub-Details and the amount of deductions.

The payment of an account to the contractor will be determined by the difference between the amount of the relevant account and the account immediately preceding it.



To give right to a payment, the amount of the work executed must be at least equal to ten per cent (10%) of the amount of the contract.

At the end of the work, a final account of the work is established.

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

Possible interests on overdue payments are paid by statement of sums due in accordance with article 166 and 167 of Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code.

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

A. Penalties for delay

20.1. The amount set for penalties for delays is fixed as follows (modifiable):

- 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 30th day beyond the contractual time-limit;
- b. One thousandth ($1/1000^{\text{th}}$) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.

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

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

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

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

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

All taxes inclusive prices means VAT included.

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

Nine (9) original copies of the contract shall be stamped by and at the cost of the supplier, in accordance with the applicable regulations.



Chapter III

Execution of services

Article 23: Patent rights (GAC supplemented)

The supplier shall guarantee the Project Owner against claims by third parties relating to the infringement or unauthorized use of a patent right, a trademark or industrial creation right resulting from the use of supplies or their components.

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

The place of delivery shall be CDENO Bamenda

24.1: The delivery deadline of the services forming the subject of this contract shall be 3 months for each lot i.e. one month for each consignment from the date of notification of supply

24.2: This deadline shall run from the date of notification of the Administrative Order to start execution for each consignment.

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

The mission of the supplier shall be to ensure the supply of goods as described in the Technical Specifications under the control of the Project Manager and in conformity with this contract and the applicable rules and standards.

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

26.1. Packaging for transportation

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

26.2. Insurance

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

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

NOT APPLICABLE

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

Specify the special provisions relating to after-sales service especially:

The supplier shall maintain an after-sales service in the Republic of Cameroon for a period of 20 days from the date of the final acceptance:

Chapter IV: Acceptance

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

Within at least ten (10) days prior to the provisional acceptance, the supplier shall forward to the Project Owner the following documents:



- a. Copy of the supplier's bill describing the supplies indicating their quantities, prices and total amount;
- b. Notification of the delivery;
- c. Certificate of guarantee by the manufacturer or supplier;

Article 30: Provisional acceptance (articles 40 and 41 of GAC)

(a) Technical receptions

The contractor shall request in writing to the engineer for each of phases of the supply for Technical Reception.

(b) Reception of Final Supply

The contractor shall request in writing to the contracting authority and copy the engineer, the Organization of a provisional reception with copy of technical reception attached.

The provisional reception commission will be composed of the following members:

- | | |
|--|-----------|
| - The Administrative Director or his Representative | President |
| - The Regional Delegate of MINEPIA NW (control Engineer) | Secretary |
| - The Regional Delegation MINMAP NW | Observer |
| - The Store Accountant CDENO | Member |
| - The Project Manager | Member |
| - The contractor | Observer |

The quorum of the reception commission is achieved by the presence of 2/3 of its members.

The contractor is convened at the reception as observer. He is required to attend or to be represented. His absence is equivalent to the total acceptance of the conclusions of the reception commission.

Article 31: Documents to be furnished prior to the Final acceptance (article 40 of GAC)

- Administrative documents
- Minutes of provisional reception
- Stamp Bill in seven copies

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

No retention guarantee on the amount of the supply executed but however, If for any reason the contractor is unable to complete the supply, or refuses to correct imperfections or defects observed, the technical reception shall be established with reservations, which shall only be uplifted when the corrections are done before provisional reception is done.

Article 33: Final acceptance (article 48 of GAC)

Not Applicable



Chapter V

SUNDRY PROVISIONS

Article 34: Termination of the contract (article 57 of GAC)

The contract may be terminated as provided for in Decree No. 2018/366 of 20th June 2018 and equally under the conditions laid down in articles 57, 58 and 59 of the GAC especially in cases of:

1. Delay of more than 15 calendar days in the execution of an Administrative Order or unjustified stoppage of service of more than x calendar days;
2. Delay in services resulting in penalties of more than 10 % of the amount of the supplies;
3. Refusal to repeat poor supplies;
4. Default by the supplier;
5. Persistent non-payment for services.

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

The execution of the supply may be interrupted if the contractor encounters on the field exceptional conditions (wars, riots, Pandemic, severe social disorder...). In any of these cases, the contractor shall produce evidence demonstrating the difficulties faced during his mission. On this basis, he will negotiate with the contracting authority the terms of extension of the period of execution of the contract

Article 36: Disagreements and disputes (article 61 of GAC)

Any dispute arising between the contracting parties within the frame work of this contract shall be the subject to an attempt of reconciliation by direct agreement, or failure will be brought before the competent courts in Bamenda.

Article 37: Production and dissemination of this contract (GAC supplemented)

Nine (09) copies of this contract shall be produced at the cost of the supplier and furnished to the Contracting Authority.

Article 38 and last: Entry into force of the contract (GAC supplemented)

The present contract shall be valid only after the signature of the Administrative Director of CDENO and will enter into force as soon as it is notified to the contractor by the Contracting Authority.



Document No. 6: Description of the supply



Document No. 6: Description of the supply



DESCRIPTION OF ITEM TO BE SUPPLIED

A INTRODUCTION

These present description are aimed at prescribing the norms relative to the

The supply of fertile eggs to CDENO SUPPLY OF FERTILE EGGS

The contractor shall execute this supply in conformity with these present prescriptions. The contractor shall be responsible for any personal initiative taken contrary to this present prescription without the knowledge of the Control Engineer.

THIS FERTILE EGGS SHALL BE OF FIRST CLASS QUALITY with the following general characteristics:

- i. EGG WEIGHT: 60 grams.
- ii. FERTILITY RATE of at least ; 95%
- iii. HATCHABILITY of at least ; 80%
- iv. EGG SHAPE: Oval in Shape

The fertile eggs shall be supplied in **well-sealed cartons separated by egg trays**. The supplies must be from a certified farm with a history of the good parent stock. The Supplier shall show proof of certification of the farm from which the eggs are gotten which shall be presented to the Control Engineer during technical reception. The Supplier shall equally ensure the strict respect of the technical norms related to the importation of veterinary products and equipment in the Republic of Cameroon.

For more information the contractor shall contact the project owner (Administrative Director of CDENO) or the Technical Service of CDENO or read the article on *Egg physical characteristics and hatchability* by *VG. Narushin and M. N. Romanov*.

N.B: THE SUPPLIER SHALL BE RESPONSIBLE FOR ANY ERROR OF OMISSION OR WRONG INTERPRETATION OF THIS DOCUMENT.



1.. List of supplies and delivery calendar

Article No.	Description of supplies	Quantity (Number of units)	Unit	Site (project) or final destination as indicated in the Special Regulations	Delivery date (according to Incoterms)		
					Earliest delivery date	Latest delivery date	Delivery date offered by the bidder [to be indicated by the bidder]
001	Fertile eggs to CDENO in 3 LOTS	130,000per LOT	Number	CDENO Bamenda			

2. List of ancillary services and execution calendar

Article No. Service	Description of service	Quantity	Physical unit	Site or place where the services have to be executed	Final date of execution of services
001					



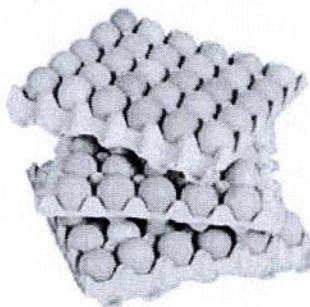
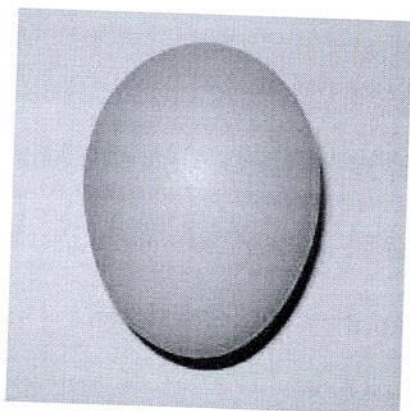


3. Technical Specification

EGG WEIGHT: 55-62 grams.

- i. FERTILITY RATE: 90- 95%
- ii. HATCHABILITY of at least ; 80%
- iii. EGG SHAPE: Oval in Shape
- iv. The fertile eggs shall be supplied in **well-sealed cartons separated by egg trays.**
- v. The supplies must be from a certified farm with a history of the good parent stock.
- vi. The Supplier shall show proof of certification of the farm from which the eggs are gotten which shall be presented to the Control Engineer during technical reception.
- vii. The Supplier shall equally ensure the strict respect of the technical norms related to the importation of veterinary products and equipment in the Republic of Cameroon.

For more information contact the project owner read the article on *Egg physical characteristics and hatchability* by **VG. Narushin and M. N. Romanov**



OVAL SHAPE of BROILER HATCHING EGGS

SPECIFICATION OF FERTILE EGGS

DESCRIPTION	SPECIFICATION
AVERAGE EGG WEIGHT	57GRAMS
HATCHABILITY	≥80.0%
FERTILITY RATE	90-95.0%
AVERAGE PARENT STOCK AGE	22 weeks



Document No. 7:
Schedule of unit and all-in prices



Schedule of prices of items to be acquired

NO	DESCRIPTION OF TASK	Unit	Unit Price in Figures	Unit Price in Words
101	SUPPLY OF FERTILE EGGS	U		
102	After-sales services : <ul style="list-style-type: none"> • Packaging • Transportation • registration • certification 	LS		



Document No. 8: Detailed estimates



1. BILL OF QUANTITIES AND COST ESTIMATES FOR THE SUPPLY OF FERTILE EGGS IN 3 LOTS (BILL PER LOT)

No	DESCRIPTION OF TASK	UNIT	QUANTITY	U, P	TOTAL
101	SUPPLY OF FERTILE EGGS	U	130,000		
102	After-sales services :	LS	1.00		
	<ul style="list-style-type: none"> • Packaging • Transportation • registration • certification 				
	TOTAL WITHOUT TAXES				
	T.V.A (19.25%)				
	A.I.R (2.2% 0r 5.5%)				EXONERATED
	TOTAL TAXES				
	NET TO BE PAID				

This present estimate is closed at the sum of-----F.C.F.A all taxes included



Document No. 9

MODEL CONTRACT



REPUBLIQUE DU CAMEROUN

PAIX-TRAVAIL-PATRIE

MINISTERE DE L'ELEVAGE, DES PECHEES
ET DES INDUSTRIES ANIMALES
CAISSE DE DEVELOPPEMENT DE
L'ELEVAGE DU NORD-OUEST (CDENO)

Tel. Fax: (237) 233 36:26:15
Email: cdenobda@yahoo.com

REPUBLIC OF CAMEROON

PEACE -WORK -FATHER LAND

MINISTRY OF LIVESTOCK, FISHERIES
AND ANIMAL INDUSTRIES
NORTH WEST LIVESTOCK
DEVELOPMENT FUND (NWLDF)

TEL:23336:14:40 /677 83 12 21
BP 399 MANKON BAMENDA

CONTRACT NO _____ /CDENO/CITB/ 2024 AWARDED AFTER OPEN NATIONAL
INVITATION TO TENDER NO. _____ /ONIT/CDENO/ITB/2024 OF _____ /_____/2024 FOR THE
SUPPLY OF FERTILE EGGS TO CDENO IN 3 LOTS. (LOT _____)

CONTRATOR:
BP:
Tel:
Fax:

TAX PAYER'S N°
BANK ACCOUNT N°

SUBJECT: SUPPLY OF FERTILE EGGS TO CDENO IN 3 LOTS (Lot_____)

PLACE OF DELIVERY: CDENO BAMENDA

EXECUTION DEADLINE: Three Months for each LOT

AMOUNT: 83,205,000 FCFA

FUNDING: CDENO BUDGET 2024

BUDGETARY IMPUTATION: 20:10:50

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



BETWEEN:

The Government of the Republic of Cameroon, represented by the Administrative Director of CDENO North West hereinafter referred to as the "The Contracting Authority"

ON THE ONE PART

AND:

CONTRATOR: _____

BP:

Tel:

Fax:

TAX PAYER'S N°

BANK ACCOUNT N°

Represented by so Hereinafter referred to as the "Contractor"

ON THE OTHER PART

IT IS HEREBY AGREED AND ORDERED AS FOLLOWS:



Content

Chapter I: General

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Page _____ and the last of CONTRACT NO _____ /CDENO/CITB/ 2024
AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER NO
_____/ONIT/CDENO/ITB/2024 OF ____/____/2024 FOR THE SUPPLY OF FERTILE EGGS IN
3 LOTS.

CONTRACTOR: _____

EXECUTION DEADLINE: _____
AMOUNT: _____

AMOUNT FCFA	TOTAL AMOUNT
TTC	
HTVA	EXONERATED
I.R (5,5%)or (2.2%)	
Net à Mandater	

Read and approved by the contractor

Bamenda, the _____

Signed by the Administrative Director of CDENO,
(Contracting Authority)

Bamenda, the _____

REGISTRATION



DOCUMENT No. 10:
Model documents to be used by
bidders



Table of model documents

- Annex No. 1: Model tender
- Annex No. 2: Model bid bond
- Annex No. 3: Model final bond
- Annex No. 4: Model start-off advance bond
- Annex No. 5: Model performance bond



ANNEX No. 1: MODEL TENDER

DECLARATION OF INTENTION TO TENDER

FOR THE SUPPLY OF FERTILE EGGS TO CDENO LOT 1 or LOT II or LOT III

I the undersigned _____
General Director/Manager of the company _____

P.O. Box _____ Tel: _____

Acting by virtue of powers conferred on me; on behave of the company, after going through all the documents of the Open National Invitation to tender No. ____/ONIT/CDENO/ITB/2024 OF _____ and have appreciated from my own point of view and responsibility all the difficulties involved, have engage to supply fertile eggs in conformity with the conditions of the invitation to tenders for a total amount (all taxes included) of:

Amount in figures (TTC)	Amount in words (TTC)

Time limit for the execution _____

This amount has been calculated based on the unit prices and the quantities indicated on the bills of quantities and cost estimates, which will accompany this present bid.

I ask that the amount I am due be paid by the administration in FCFA in to account no.

_____ with (Bank) _____

Done at _____ on _____

(Signature, name and stamp)



ANNEX No. 2: MODEL BID BOND

Addressed to _____ (indicate the contracting authority and his address) << the Contracting Authority >>.

Considering that the company _____ below known as << the bidder >> has submitted his tender on the _____ for _____ (indicate the subject of the invitation to tender), and for which will be joint a guarantee payment to the ADMINISTRATIVE DIRECTOR OF CDENO, (Contracting Authority) the sum of _____ (indicate the amount in letters and in words) Francs C.F.A

The conditions for this obligation are the following:

1. If the bidder withdraw his tender during the validity period specified in the tender or
2. If the bidder, having been notified the attribution of the contract by the contracting authority during the validity period;
 - Is not available to sign or refuses to sign the Contract, while he is required to do so.
 - Lack of or refusal to provide the definite caution for the contract as required.

We are committing ourselves to pay to the contracting Authority, justified claims. That is each time the contracting authority is asking for claims, he must show proves that one or all of the conditions mentioned above have been violated.

This present caution goes into effect from the date of his signature and dateline fixed by the Contracting Authority for the submission of bids. It shall remain valid for 90 days as from the time limit for the validity of tenders.

All complains of the contracting Authority concerning these claims shall reach our bank before the end of this validity period.

This present caution is submitted for its interpretation and execution according to the Cameroon law. Only a Cameroon court shall be competent to pass a ruling on any matter related to this present engagement.

Signed and legalized by the bank _____ On _____



ANNEX No. 3: MODEL FINAL BOND

Bank:

Reference of the bond: No _____

Addressed to **The Administrative Director of CDENO**, hereinafter referred to as the "Project Owner"

Whereas _____ [name and address of Supplier], hereafter referred to as "the Supplier", has committed himself, in execution of the contract referred to "the contract", to carry out **the SUPPLY OF FERTILE EGGS TO CDENO LOT 1 or LOT II or LOT III**

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

Whereas we have agreed to give the Supplier this guarantee,

We, _____ [name and address of bank]
represented by _____ [name of signatories],

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

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

This final bond shall enter into force as soon as it is signed and the Supplier is notified of the contract. It shall be released within a deadline of [indicate the deadline] from the date of the provisional acceptance of the supplies.

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

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

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

Signed and authenticated by the bank at.....on.....

[Signature of the bank]



ANNEX No. 4: MODEL START-OFF ADVANCE BOND

Bank: Reference, Address: _____

We, the undersigned (bank, address) hereby declare by the present, to guarantee on behalf of: _____

Project Owner: **The Administrative Director of CDENO**

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that _____ [the holder] did not fulfil his obligations relating to the reimbursement of the start-off advance in accordance with the terms of Contract No. _____ of _____ relating to supplies [indicate the subject of the contract, the references of the invitation to tender, and possibly the lot] of the maximum total sum corresponding to the advance of 30 % of the amount inclusive of all taxes of Contract No. _____ payable upon notification of the corresponding Administrative Order, that is _____ CFA francs.

This guarantee shall enter into force and shall take effect upon reception of the respective parts of this advance on the accounts of _____ [the holder] opened in the _____ bank under number _____

It shall remain in force up till the reimbursement of the advance in conformity with the procedure set in the Special Administrative Conditions. However, the amount of the bond shall be reduced proportionately to the reimbursement of the advance and as it is reimbursed.

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

Signed and authenticated by the bank

at _____ on _____

[Signature of the bank]



ANNEX No. 5: MODEL RETENTION FUND

Bank: _____
Reference of the guarantee: No. _____

Addressed to: **The Administrative Director of CDENO**
P.O.Box 399 Bamenda
Tel: 233 36:22:52

Hereinafter referred to as "the Project Owner"

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

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

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

Represented by _____ [name and address of the bank],
[names of signatories] and hereinafter referred to as "the
bank",

Hence, we hereby affirm that on behalf of the Supplier, we guarantee and are responsible to the
Project Owner for a maximum amount of _____
[in figures and words] corresponding to [percentage below 10 % to be specified] of the contract price.

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

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

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

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

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

Signed and authenticated by the bank
At _____ on _____
[Signature of the bank]



Document No. 11: Justifications of preliminary studies



Justification of preliminary studies

1. Were preliminary studies carried out on this project? Studies were carried out by the Technical department of CDENO in collaboration with the Regional Delegate MINEPIA NW
2. If yes, attach the report and indicate: **See report attached**
 - 2.1. The date; **November 2023**
 - 2.2. The name of the public or private Project Manager: **Technical Service CDENO**
 - 2.3. References of the contract, if private supervision carried it out;: NA
 - 2.4. Description of the studies (see Studies attached document)

3. Are the quantities in the quotations compatible with the available financing? Yes

In the case where the quantities are not compatible with the available financing, the Tenders Board will require the updating of the study prior to the launching of the consultation.

4. For services of less scope, the Project Owner or Delegated Project Owner may furnish a justification of calculation of quantities of the tender file.

N.B. The chairperson of the Tenders Board may, before taking a decision, seek expert advice on the quality of the studies carried out.



Document No. 12:
List of banking establishments and
financial bodies authorised to issue
bonds for public contracts



BANKS

1. Afriland First Bank
2. Banque Atlantique
3. Banque Gabonaise pour le Financement International (BGFI BANK)
4. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
5. CITI Bank
6. Commercial Bank of Cameroon (CBC)
7. Ecobank
8. National Financial Credit Bank (NFC)
9. Société Camerounaise de Banque au Cameroun
10. Société Générale de Banque au Cameroun
11. Standard Chartered Bank Cameroon
12. Union Bank of Cameroon
13. United Bank for Africa.
14. La Banque des PME

II- Insurance companies

15. Chanas Insurance;
16. Activa Insurance
17. Zenithe Insurance

N/B The list is not exhaustive and thus other first class banks and Insurances duly authorised to function in the republic of Cameroon by the Ministry of Finance shall be acceptable.



Evaluation grid of the Technical File for the supply of Fertile Eggs to CDENO in three lots

GENERAL PRESENTATION OF BIDS		YES	NO
-Presence of all documents			
-Properly bound			
-Table of contents			
- Numbered Pages			
-Separators in color apart from white			
PERSONNEL	TOTAL	/5	
Supervisor : Veterinary Doctor			
- Certified copy of Diploma			
-Presentation of original of diploma or certificate			
-CV signed and dated			
-Certified copy of valid national identity card			
-Professional experience of at least five years			
Assistant Supervisor : Senior Livestock technician			
- Certified copy of Diploma			
-Presentation of original of diploma or certificate			
-CV signed and dated			
-Certified copy of valid national identity card			
-Professional experience of at least five years			
EQUIPMENT	TOTAL	/10	
-Proof of ownership or hire of delivery (Refrigerated) van			
-Proof of ownership or hire of a liaison vehicle			
REFERENCES	TOTAL	/2	
List of references of the company for the supply of fertile eggs for the past five years:			
-Minimum three (03) contracts registered (1 st and last page) ≥ 50million each (1 mark each)/3			
-Minimum two (03) reception minutes corresponding to the attached contracts(1 mark each)/3			
AFTER SALE SERVICE	TOTAL	/7	
DESCRIPTION OF THE ITEMS TO BE SUPPLIED			
PRE-FINANCING (shall be at least 55% of the bid price ATI)			
	TOTAL	/3	
	GENERAL TOTAL	/27	

Any offer that shall not respect 75% of the above criteria shall simply be eliminated

