AFRICAN PEACE SUPPORT TRAINERS ASSOCIATION

TENDER FOR THE CONSTRUCTION OF BOARDING FACILITIES AT THE EIFORCES HEADQUATERS

TENDER NO: APSTA/025/CAB/03/11/2025

African Peace Support Trainers Association (APSTA) Secretariat
P.O. Box 35506 – Yaoundé, Cameroon
Rue 6.015
Tel: +237 222 21 21 62/
Website: www.apstaafrica.org

TABLE OF CONTENTS

SECTION A: TENDER NOTICE 3
SECTION B: INSTRUCTIONS TO TENDERERS 4
SECTION C: GENERAL CONDITIONS OF CONTRACT & APPENDIX TO CONDITIONS OF CONTRACT 12
SECTION D: EVALUATION AND COMPARISON OF TENDERS 16
SECTION E: TECHNICAL SPECIFICATIONS 22
SECTION F: STANDARD FORMS 23
TENDER FORM 23
TENDER SECURITY FORM 24
LETTER OF ACCEPTANCE 25
PRICE SCHEDULE 26
FORM OF AGREEMENT 27
TENDER QUESTIONNAIRE 29
CONFIDENTIAL BUSINESS QUESTIONNAIRE 30
STATEMENT OF DEBBARMENT 32
DECLARATIONS 33

SECTION A: TENDER NOTICE

1.1 INTRODUCTION

The African Peace Support Trainers Association (APSTA) was established in 2002 as the African Chapter of the International Association of Peacekeeping Training Centres (IAPTC), in order to deepen the debate on peacekeeping training. It is an umbrella voluntary Association with a current membership of 16 African centres of excellence and training institutions, working in Africa in peacekeeping capacity building, and whose core activities and functions is the delivery of practical training, research and policy implementation support. The capacity building initiatives of member institutions contribute towards the operationalisation of the African Peace and Security Architecture, notably the African Standby Force, through the African Union.

Further information on the Association can be found at: http://www.apstaafrica.org/

1.2 Prequalification documents

The APSTA invites sealed tenders from interested, eligible, qualified and competent contactors possessing the requisite skills, resources for the construction of boarding facilities at the EIFORCES Awae Yaoundé, Cameroon

Interested contractors who must be registered with regulatory authorities should obtain tender documents detailing the requirements from APSTA website (https://apstaafrica.org/call-for-expression-of-interest/) free of charge at any time.

Tender documents shall be accompanied by the **MANDATORRY/STATUTORY** requirements as detailed in the tender document for preliminary evaluations. Interested bidders are therefore advised to inspect the tender documents and acquaint themselves with the stated mandatory and technical requirements.

Duly-filled tender documents (HARD COPIES) should be returned on or before 22 November 2025on or before 1700hrs. The forms should be enclosed in a plain sealed envelope clearly addressed to:

The Procurement Board

African Peace Support Trainers Association (APSTA) Secretariat
P.O. Box 35506 – Yaoundé, Cameroon
Rue 6.015, Golf Bastos

APSTA reserves the right to accept or reject any tender either in part or whole

SECTION B: INSTRUCTIONS TO APPLICANTS

INTRODUCTION

1. Eligible Tenderers

1.1 This invitation for tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the supply of services by the intended completion date specified in the tender documents.

1.2 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engage by the procuring entity to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the services under this invitation for tenders.

1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible services

2.1 All services to be supplied under the contract shall be as stated on the schedules of requirements and technical specifications

3. Cost of Tendering

3.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

THE TENDER DOCUMENT

4. Contents

4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.

a. Tender notice
b. General information
c. General conditions of contract
d. Special conditions of the contract
e. Schedule of requirements
f. Technical Specifications
g. Tender form and price schedules
h. Tender Security Form
i. Contract Form
j. Performance Security Form
k. Statement of not debarred

4.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of the tender.

5. Clarification of documents

5.1 The prospective tenderer requiring any clarification on the tender document may notify the procuring entity Secretariat in writing at e-mail address apsta@apstaafrica.org or call procuring entity on the provided telephone contact during official business hours. The organization will respond through email to any request that it receives seven (7) days prior to the deadline for the submission of tenders as prescribed. Written copies of the Secretariats response including an explanation of the query but without identifying the source of inquiry will be sent to the prospective tenderer that have received the tender document.

6. Amendments of documents

6.1 At any time prior to the deadline for submission of applications, Procuring Entity may, for any reason, whether at its initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing subsequent addenda.

6.2 The addendum thus issued shall be part of the tender document and shall be communicated in writing to all the tenderers.

6.3 Prospective applicants shall promptly acknowledge receipt of each addendum in writing. In order to afford prospective applicants reasonable time to take an addendum into account in preparing their applications, Procuring Entity may at its discretion, extend the deadline for the submission of tenders.

PREPARATION OF THE TENDER

7. Language of the Tender

7.1 The tender prepared by the tenderer, as well as all the correspondences and documents relating to the tender exchanged by the tenderer and Procuring Entity, shall be written in English and/or French provided accurate translation of the tender documents and any other literature are provided

8. Documents comprising the tender

The tender prepared by the tenderer shall comprise the following components:

a. Tender Form and a Price Schedule completed in accordance with clause 9,10 and 11 below
b. Documentary evidence established in accordance with clause 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
c. Documentary evidence established in accordance with clause 13 that the services to be supplied by the tenderer are eligible services and conform to the tender of the documents.
d. Statement of verification that not debarred in the matter of Public Procurement in accordance with the Cameroon procurement Code regulations Decree No; and
e. Tender security if asked for; furnished in accordance with clause 14

9. Tender Form

9.1 The tenderer shall complete the tender form and the appropriate Price schedule the unit prices and total tender price of the services it proposes to supply under the contract

10. Tender Prices

10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender prices of the services it proposes to supply under the contract.

10.2 Prices indicated on the price schedule shall be entered separately in the following manner;

i. The price of the services quoted, including all custom duties and sales and other taxes already paid and payable;

ii. Charges for inland transportation, insurance and other local costs incidental to the delivery of the services to the final destination.

10.3 Prices quoted by the tenderer shall be fixed during the tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to clause 22.

11. Tender Currencies

11.1 Prices shall be quoted in Local currency (FCFA). No other currencies will be accepted.

12. Tenderers Eligibility and Qualifications

12.1 Pursuant to clause 1 of section III, the tenderer shall furnish as part of its tender, the documents establishing the tenders, documents establishing the tenderer eligibility to tender and its qualifications to perform the contract if its tender is accepted.

12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring Entity's satisfaction that the tenderer, at the time of submission of its tender, is from eligible source country as defined under clause 1.

12.3 The documentary evidence of the tender's qualification to perform the contract if its tender is accepted shall establish to the Procuring Entity's satisfaction:

a. That the tenderer has the financial, technical and production capability necessary to perform the contract.
b. That, in the case of a tenderer not doing business within Cameroon, the tenderer is or will be if awarded the contract be represented by an agent in Cameroon equipped, and able to carry out the obligations prescribed in the Conditions of the Contract and/or Technical Specifications.

13. Services eligibility and conformity to the tender document

13.1 Pursuant to clause 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all services which the tenderer proposes to supply under the contract.

13.2 The documentary evidence of conformity of the services to the tender documents may be in the form of literatures, drawings, and data and shall consist of:

a. A detailed description of the essential technical and performance characteristics of the services.
b. A clause-by-clause commentary on the Procuring Entity's technical specifications demonstrating substantial responsiveness of the service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

13.3 For purposes of the commentary to be furnished pursuant to clause 13.2 (b) above, the tenderer shall note that standards for the workmanship, material and equipment, as well as the references to brand names or catalogue numbers designated by Procuring Entity in its Technical specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procuring Entity's satisfaction that the substitutions ensure substantial equivalence in those designated in the Technical Specifications.

14. Tender Security

14.1 The tender security is required to protect Procuring Entity against the risk of the tenderers conduct which would warrant the security's forfeiture, pursuant to clause 14.7

14.2 The tender security shall be denominated in FCFA and shall be in form of a bank guarantee or a bank draft issued but a reputable bank located in Cameroon. In the form provided in the tender documents or another form acceptable to Procuring Entity and valid for (30) days beyond the validity date of the tender

14.3 Any tender not secured in accordance with clause 14.1 and 14.3 above will be rejected by Procuring Entity as non-responsive, pursuant to clause 22

14.4 Unsuccessful tenderers tender security will be discharged or returned as promptly as possible but not later than (30) days after the expiration of the period of the tender validity prescribed by the Procuring Entity

14.5 The successful tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to clause and furnishing performance security, pursuant to clause 31.

14.6 The tender security maybe forfeited

a. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the tender Form; or

b. In the case of a successful tenderer, if the tenderer fails:

I. To sign the contract in accordance with clause 30 or

II. To furnish performance security in accordance with clause

15. Validity of the Tenders

15.1 Tenders shall remain valid for a period 90 days after the date of the tender opening prescribed by the procuring entity, pursuant to clause 18. A tender valid for a shorter period shall be rejected by the procuring entity as non-responsive.

15.2 In exceptional circumstances, the procuring entity may solicit the Tenderers consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under clause 14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

16. Format and Signing of Application

The tender document shall be without alterations, omissions or conditions except as necessary to correct errors made by the applicant, in which case such corrections shall be initialled by person or persons signing prequalification. Further;

16.2 The applicants shall prepare three copies of the tender, clearly marking each '**ORIGINAL TENDER**' and the other two as **'COPY OF TENDER**' as appropriate. In the event of any discrepancy between them, the original shall govern.

16.3 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer of the contract on behalf of the applicant. The latter authorisation shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender except the unamended printed literature shall be initialled by the person or persons signing the tender document.

17. Submission of Tenders

17.1 The applicants shall seal the original and the copies of the tender in separate envelopes, duly marking the envelopes as 'ORIGINAL' and 'COPY' as appropriate

17.2 The envelopes shall be addressed to the procuring entity at the following address

Procurement Board
African Peace Support Trainers Association (APSTA) Secretariat
P.O. Box 35506 – Yaoundé, Cameroon
Rue 6.015, Golf Bastos

17.3 The sealed envelopes marked

TENDER NO: PROCURING ENTITY/025/CAB/03/11/2025; - CONSTRUCTION OF BOARDING FACILITIES AT AWAE, YAOUNDE and the words **'DO NOT OPEN BEFORE' 12.00PM on 25 November 2025**

17.4 The sealed envelopes shall also indicate the name of the tenderer to enable the tender to be returned unopened in case it is declared 'late'.

18. Deadline for submission of Tenders

18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 17.2 on or before **22 November 2025 at 1700hrs**.

18.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with clause 6 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

Please note that late submission of documents will not be accepted. Canvassing for tenders by bidders/applicants or by proxy shall lead to automatic disqualification.

19. Modification and withdrawal of tenders

19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by Procuring Entity prior to the deadline prescribed for submission of tenders

19.2 The tenderers modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 17. A withdrawal notice may be sent by email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

19.3 No tender may be modified after the deadline for submission of tenders

19.4 No tender may be withdrawn in the interval between the deadline for submission of the tenders and the expiration of the period of tender validity specified by the tenderer on the Tender form. Withdrawal of a tender during this interval may result in the tenderers forfeiture of its tender security, pursuant to clause 14.6

20. Cost of Application

20.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process

OPENING AND EVALUATION OF TENDERS

21. Opening of tenders

21.1 The opening of the tenders will take place at the Procuring Entity Conference Room on 25 November 2025 at 1300hrs (local time), in the presence of the bidders or their representatives, by the Procuring Entity Procurement Board. The tenderer representatives who are present shall sign a register evidencing their attendance.

21.2 The tenderers names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

21.3 The Procuring Entity Secretariat will prepare minutes of the tender opening

22. Clarification of tenders

22.1 To assist in the examination, evaluation and comparison of tenders, the Procuring Entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the

response shall be in writing, no change in the request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered or permitted

22.2 Any effort by the tenderer to influence the Procuring Entity in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender

23. Preliminary Examination

23.1 The Procuring Entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

23.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

23.3 The Procuring Entity may waive any minor informality or nonconformity or irregularity which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any tenderer

23.4 Prior to the detailed evaluation, pursuant to clause 24, the procuring entity will determine the substantial responsiveness of each tender to the tender documents. For the purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring Entity's determination of a tender's responsiveness is based on the contents of the tender itself without recourse to extrinsic evidence.

23.5 If a tender is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity

24. Evaluation and comparison of tenders

24.1 The comparison shall be the price of the services offered, such price to include all costs, as well as the duties and taxes paid or payable on the components and raw material incorporated or to be incorporated in the services

24.2 The procuring entity's evaluation of attender will take into account, in addition to the tender price and the price of incidental service, the following factors, in the manner and to the extent indicated in clause 24.3 and in the technical specifications;

a. Delivery schedule
b. Deviations in the payment schedule from that specified in the Special conditions of Contract;
c. The cost of service

24.3 Pursuant to clause 24.2 the following evaluation methods will be applied:

a. Delivery Schedule
    i. The procuring entity requires that the services under the invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected
b. Deviation in payment schedule
    Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in the tender price they wish to offer for such alternative payment schedule. The procuring entity may consider the alternative payment schedule offered by the selected tenderer

25. Contacting the procuring entity

26.1 Subject to clause 22, no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers tender.

AWARD OF CONTRACT

26. Post-qualification actions

26.1 In the absence of prequalification, the Procuring Entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily

26.2 The determination will take into account the financial, technical and production capabilities. It will be based upon the examination of the documentary evidence of th tenderers qualifications submitted by the tenderer, pursuant to clause 12.3, as well as such other information as the Procuring Entity deems necessary and appropriate

26.3 The affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderers tender, in which event the Procuring Entity will proceed to the next lowest evaluated tender to make a similar determination of those Tenderers capabilities to perform satisfactorily.

27. Award criteria

27.1 Subject to clause 9, 24 and 29 and the Procuring Entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily for award of one residential property where applicable.

28. Procuring Entity's right to vary quantities

28.1 The Procuring Entity reserves the right at the time of the contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in the unit price or other terms and conditions.

29. Procuring Entity's right to accept or reject all Tenders

29.1 Procuring Entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of contract, without thereby incurring any liability to the affected (s) or any obligation to inform the affected tenderers of the grounds for Procuring Entity's action.

30. Notification of Qualified Applicants

30.1 Prior to the expiration of the period tender validity, the Procuring Entity will notify the successful tenderer validity, the Procuring Entity will notify the successful tenderer in writing that its tender has been accepted

30.2 The notification of the award will constitute the formation of the contract.

30.3 Upon successful tenderers furnishing of the performance security pursuant to clause, the Procuring Entity will promptly notify each unsuccessful tenderer and will discharge its tender security, pursuant to clause 14.

31. Signing of the contract

31.1 At the same time as the Procuring Entity notifies the successful tenderer that its tender has been accepted, the Procuring Entity will send the tenderer the contract form provided in the tender documents, incorporating all agreements between the parties

31.2 Within (30) days of the receipt of the contract form, the successful tenderer shall sign and date the contract and return it to the Procuring Entity

32. Performance Security

32.1 Within (30) days of the receipt of notification of award from the procuring entity, the successful tenderer shall furnish the performance security in accordance with the conditions of the contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring Entity

32.2 Failure of the successful tenderer to comply with the requirement of clause 31 or 32 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring Entity may make the award to the next lowest evaluated Candidate or call for new tenders.

33. Corrupt and fraudulent practices

33.1 Procuring Entity requires that tenderers observe the highest standards of ethics during the procurement process and execution of contracts. In pursuance of this policy, The Procuring Entity: -

a) Defines for the purposes of this provision, the terms set forth below as follows:
   i. "Corrupt practices" means offering a bribe, giving, receiving or soliciting or anything of value to influence the action of an official in the procurement process or in contract execution; and
   ii. "Fraudulent practice" means a misrepresentation in order to influence a procurement process or the execution of a contract to the detriment of Procuring Entity and includes collusive practice among applicant (prior to or after prequalification submission) designed to establish prices at artificial non-competitive levels and to deprive Procuring Entity of the benefits of free and open completion.

b) Procuring Entity will reject a proposal for award if it determines that the applicant recommended for award has engaged in corrupt or fraudulent practices completing for the contract in question.

c) Procuring Entity will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if at any time determines that the firm has engaged in corrupt or fraudulent practises in competing for, or in executing a contract

33.2 Furthermore, tenderers shall be aware of the provision stated in the General conditions of the contract

SECTION C: GENERAL CONDITIONS OF THE CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated;

“The Completion Date” means the date of completion of the Works as certified by the Project Manager.

“The Contract” means the agreement entered into between Procuring Entity and the Tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

“The Tenderer” refers to the person or corporate body whose tender to carry out the Works has been accepted by Procuring Entity.

“The Contract Price” means the price payable to the tenderer under the contract for the full and proper performance of its contractual obligations.

“Days” are calendar days; “Months” are calendar months.

“A Defect” is any part of the Works not completed in accordance with the Contract.

“The Defects Liability Certificate” is the certificate issued by Project Manager upon correction of defects by the Tenderer.

“The Defects Liability Period” is the period named in the Contract Data and calculated from the Completion Date.

“Drawings” include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

“Dayworks” are Work inputs subject to payment on a time basis for labour and the associated materials and plant.

The “Procuring entity” is the party who employs the Tenderer to carry out the Works herein referred as APSTA.

“Materials” are all supplies, including consumables, used by the Tenderer for incorporation in the Works.

“Plant” is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

“Project Manager” is the person named in the Appendix to Conditions of Contract who is responsible for supervising the execution of the Works and administering the Contract and shall be an

“Architect” or a “Quantity Surveyor” registered under Architects and Quantity Surveyors or an “Engineer” registered by the approved national regulatory authority.

“Specifications” means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

“Start Date” is the latest date when the Tenderer shall commence execution of the Works. It does not necessarily coincide with the Site possession date(s).

"A Subcontractor" is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

"A Variation" is an instruction given by the Project Manager which varies the Works.

"The Works" are what the Contract requires the Contractor to construct, install, and turnover to the Employer, as defined in the Appendix to Conditions of Contract.

2. Language and Law

2.1 Language of the Contract and the law governing the Contract shall be English and French languages in accordance with the Laws of the Republic of the Government of Cameroon respectively unless otherwise stated.

3. Application

3.1 This General condition shall apply in all Contracts made by the procuring entity for the procurement of services

4. Standards

4.1 The services supplied under this contract shall conform to the standards mentioned in the Technical Specifications.

5. Use of Contract Documents an information

5.1 The candidate shall not without the procuring entity's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by on behalf of the procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance Contract

5.2 The tenderer shall not, without the procuring entity's prior written consent make use of any document or the information enumerated in any part of the contract

6. Patent rights

6.1 Then tenderer shall indemnify the procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the services or any part thereof in the procuring entity's country

7. Performance Security

7.1 Within thirty days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring Entity the performance security in the amount specified in Special conditions of the contract

7.2 The proceeds of the performance security shall be payable to the procuring Entity as compensation for any loss resulting from the Tenderers failure to complete its obligations under the contract

7.3 The performance security shall be denominated I the currency of the contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Cameroon or abroad, acceptable to the Procuring entity, in the form provided in the tender documents

7.4 The performance security will be discharged by the procuring entity an returned to the candidate not later than thirty days following the date of completion of the Tenderers performance under the contract, including, under the Contract

8. Inspection and Tests

8.1 The procuring entity or its representatives shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractors at the point of delivery, and/or at the service's final destination. If conducted on the premises of the tenderer or its subcontractors, all reasonable facilities and assistance, including access to the drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

8.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject services, and the tenderer shall make alterations necessary to meet specification requirements free of cost to the Procuring Entity.

8.4 The procuring entity's right to inspect, test and, where necessary, reject the services after the services arrival shall in no way be limited or waived by reason of the services having previously been inspected, tested and passed by the Procuring entity or its representative prior to the services delivery.

8.5 Nothing in clause 8 shall in any way release the tenderer from any warranty or other obligations under this Contract

9. Delivery

9.1 Delivery of the services shall be made by the tenderer in accordance with the terms specified by the procuring entity in its schedule of requirements and the Special conditions contract

10. Payment

10.1 Payments shall made promptly by Procuring entity after the tenderer submits applications for payment in accordance with specified detailed payment schedule giving sufficient details of the Work done and materials on Site

10.2 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed, materials delivered on Site, variations and compensation events. Such materials shall become the property of the procuring entity once the payment is completed.

10.3 Payments shall be adjusted for deductions for retention. The procuring entity shall pay the tenderer the amounts certified by the **APSTA-E joint procurement Board- TENDER NO: PROCURING ENTITY/025/CAB/03/11/2025; - CONSTRUCTION OF BOARDING FACILITIES AT AWAE, YAOUNDE** within 30 days of the date of issue of each certificate.

10.4 The Contract Price shall be stated in FCFA. All payments to the tenderer shall be made in FCFA in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein.

10.5 No advance payment may be made before the tenderer has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the procuring entity in the amount of the advance payment. The guarantee shall be in the same currency as the advance.

11. Insurance

The tenderer shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss or damage to property

12. Prices

Prices charged by the tenderer for services delivered and services performed under the contract shall not with exception of any price adjustments authorised in Special conditions of contract, vary from the prices by the tenderer

13. Assignment

The tenderer shall not assign, in whole or in part its obligations to perform under the contract, except with the procuring entity's prior consent

14. Subcontracts

The tenderer shall notify the procuring entity in writing of all subcontracts awarded under the contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the contract

15. Termination and default

15.1 The procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of the default sent to the tenderer, terminate this Contract in whole or in part;

a) If the tenderer fails to deliver any or all services within the period specified in the contract, or within any extension thereof granted by the Procuring entity.

b) If the tenderer fails to perform any other obligations under the contract

15.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and in the tenderer shall be liable to the Procuring entity for any excess costs for such similar services

16. Liquidation damages

If the tenderer fails to deliver any or all the services within the period specified in the contract, the procuring entity shall without prejudice to its other remedies under the contract deduct from the contract prices liquidated damages the sum equivalent 0.5% of the delivered price of the delayed services up to a maximum of 10% of the delayed services. After the tenderer may consider termination of the contract.

17. Resolution of disputes

17.1 The procuring entity and the tenderer shall make any effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract

17.2 If, after thirty days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

18. Force Majeure

The tenderer shall not be liable for the forfeiture of performance, security or termination for default if and to the extent that it's delaying the performance other failure to perform its obligations under the contract is the result of an event f Force Majeure

SECTION D: EVALUATION AND COMPARISON OF TENDERS

The Procuring Entity will evaluate and compare the tenders to determine their responsiveness, pursuant to clause 23 preliminary examination as follow;

STAGE ONE-PRELIMINARY EVALUATION

ii. Preliminary evaluation of open tenders

Tenders shall be subjected to a preliminary evaluation to determine whether:

a) The tender has been submitted in the required format as per the advertisement and tender instructions
b) The tender has been signed by the person lawfully authorised to do so
c) The required number of copies (3) have been submitted
d) The tender is valid for 90 days required;

iii. Mandatory/Statutory requirements

Eligible applicants will be required to submit the following in addition to fully completed tender forms;

No.	Requirements	tick
4.1	Certificate of Company/Firm registration	
4.2	List of Directors with respective shareholding	
4.3	Firm's audited accounts for previous two years	
4.4	Evidence of relevant insurance cover-attach	
4.5	Price list of items in the selected bid category	
4.6	Letter of recommendation from three of your major clients	
4.7	TVA Certificate	
4.8	Registration Certificate	
4.9	Tax compliance certificate	
4.10	Bid bond	
4.11	Power of attorney of Tender signatory in case of a joint venture	
4.12	Banker's letter of authority to seek reference	

Tenders which do not satisfy any of the above requirements shall be rejected

STAGE TWO- TECHNICAL REQUIREMNTS-100 POINTS

PART A: PERSONNEL CAPACITY (25 POINTS)

a) Contract Foreman to have BSC engineering and 3 years' experience or HND (construction) with 5 years' experience or Certificate in construction with 7 years' experience in the proposed position and in works of similar nature **(10 points)**
   Academic qualification **(5 points)** Experience for the period indicated **(5 points)**
   With the required qualification but less experience than the period indicated **(Pro-rate)**
   Less qualification (0 points)
b) Detailed curriculum vitae of the contract manager certified by bidding company to be attached (2.5 points)
   - Submission of detailed CV **(2.5 points)**
   - No attached CV **(2.5 points)**

Supervisor to have at least HND (construction) with 5 years' experience or certificate (construction) with 7 years' experience in the proposed position and in works of a similar nature (10 points)

- Academic Qualification (5 points) and Experience for the period indicated (5 points)
- With the required qualification but less experience than the period indicated (Pro-rate)
- Less qualification than stated above (0 points)

c) Detailed curriculum vitae of the Supervisor certified by bidding company to be attached (2.5 points)
   - Submission of detailed CV (2.5 points)
   - No attached CV (0 points)

PART B: RELEVANT EXPERIENCE OF THE FIRM (30 POINTS)

- Details of experience and past performance on at least three completed projects on construction within the past ten years each with a value of not less than FCFA 70 million including current contracts, names of clients/firms, clear physical address and contact persons (30 points)

a) List of completed projects include the following (15 points)
b) The value of each of the projects in (a and b above) is not less than FCFA 70 million (15 points)
   - Less number of projects or details as in (a) -Prorate

PART C: MACHINERY AND EQUIPMENT (15 POINTS)

- Major items of contractors Equipment proposed for carrying out the works including but not limited to the listed items; Scaffoldings, plumbing equipment, tile cutters, transportation vehicle, - (15 points)

a) Availability of the equipment as listed- (2 points)
b) State if the equipment is owned or leased- (3 points)
c) Attach a firm commitment letter of authority for inspection of the items at any time- (10 points)

PART D: BUSINESS SUPPORT (17 POINTS)

a) Liquid assets- (3 points)
b) Access to lines of credit or other financial resources- (4 points)
c) Proof of Financial stability- (5 points)
d) Appointed bankers- (2 points)
e) Letter of authority from the bidder authorising PROCURING ENTITY to seek reference from the bankers-- (3 points)

PART E: REFEREES (9 POINTS)

Attach 3 letters of recommendations

Referee		**Official Use**
Name of contact person at the Client/organization		
Address of the Client		
Telephone No. of Client		
Value of Contract		
Duration of Contract (date)		
Referee		
Name of contact person at the Client/organization		
Address of the Client		
Telephone No. of Client		
Value of Contract		
Duration of Contract (date)		
Referee		
Name of contact person at the Client/organization		
Address of the Client		
Telephone No. of Client		
Value of Contract		
Duration of Contract (date)		

3 letters of recommendations (9 Points)
Less than 3 letter-(Pro-rate)

PART F: COMPLETION PERIOD (4 POINTS)

- Six months or less (9 Points)
- More than six months-(Pro-rate)

STAGE TWO- FINANCIAL EVALUATION

Only tenders with a score of 75% will qualify for financial evaluation.

a. Recommendations.

The lowest evaluated tender for the works

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** CONTRACT FOREMAN
2. **Name of Firm** _____
3. **Name of Staff** _____
4. **Date of Birth**: _____ **Nationality**: _____
5. **Years with Firm**: _____ **Nationality**: _____
6. **Membership of Professional Associations**: _____

Details of tasks, which will be assigned;

_____

_____

_____

7. **Key Qualifications** [*Give an outline of staff members experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations*]: _____

_____

8. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]***:** : _____

_____

9. **Employment Record** [*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organisations, titles of positions held, and locations of assignments*]: _____

_____

10. **Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** SUPERVISOR

2. **Name of Firm** _____

3. **Name of Staff** _____

4. **Date of Birth**: _____ **Nationality**: _____

5. **Years with Firm**: _____ **Nationality**: _____

6. **Membership of Professional Associations**: _____

Details of tasks, which will be assigned;

_____

_____

7. **Key Qualifications** [*Give an outline of staff members experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations*]: _____

_____

8. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]***:** : _____

_____

9. **Employment Record** [*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organisations, titles of positions held, and locations of assignments*]: _____

_____

10. **Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

Using the format below, provide information on each project for which your firm/entity, either individually, as a corporate entity, or as one of the major companies within an association, was legally contracted.

Project Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Project:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services:
Name of Associated Consultants, if any:		Nº of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

_____
[Signature over printed name of Authorized Representative]
[Title]
[Name of Firm]

SECTION E: TECHNICAL REQUIRMENTS

ITEM	Description	UNIT	QTY	RATE	FCFA
	BUILDING OF BOARDING FACILTIES IN YAOUNDE, CAMEROON The tenderer is expected to visit the site to ascertain the site and working conditions as no claims will be entertained for lack of knowledge of the site and/or working conditions Excavation Disposal of excavated material **Attach construction plan with detailed phases for the proposed work**				

Completion period: _____

_____
[Signature over printed name of Authorized Representative]
[Title]
[Name of Firm]

SECTION F: STANDARD FORMS

1. FORM OF TENDER

TO: AFRICAN PEACE SUPPORT TRAINERS ASSOCIATION

P.O.BOX 35506, YAOUNDE

_____[TENDER NUMBER]

Dear Sir/Madam,

1. Having examined the tender documents including addenda No…….(insert numbers if any) In the receipt of which is hereby duly acknowledged, we, the undersigned, the offer to undertake the works of the **Construction of Boarding facilities** in conformity with the said tender documents for the sum of FCFA_____[Amount in figures] FCFA_____[Amount in words] inclusive of TVA or such other sums as may ascertained in accordance with the Schedule of the prices attached herewith and made part of this Tender

2. We undertake, if our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by PROCURING ENTITY

3. We agree to abide by this tender for a period of 90days from the date fixed for tender opening of the instructions to tenderers, and it shall remain binding upon us and they may be accepted at any time before the expiration of that period.

4. Until a formal contract is prepared and executed this tender, together with your written acceptance thereof, and your notification of award, shall constitute binding contract between us.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____20_____

Signature _____in the capacity of_____

duly authorized to sign tenders for and on behalf of

_____ [Name of Tenderer]

of_____

FORM OF TENDER SECURITY

WHEREAS ……. (Hereinafter called "the Tenderer") has submitted his tender dated …… **for the construction of boarding facilities**……

…… (hereinafter called the Tender)

KNOW ALL PEOPLE by these presents that WE …… having our registered office at …… (hereinafter called "the Bank"), are bound unto …… (hereinafter called "the PROCURING ENTITY") in the sum of FCFA…… for which payment well and truly to be made to the said

Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this ……. Day of ……20……

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

2. If the tenderer, having been notified of the acceptance of his tender by the PROCURING ENTITY during the period of tender validity:

(a) fails or refuses to execute the Contract form, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the PROCURING ENTITY up to the above amount upon receipt of his first written demand, without the PROCURING ENTITY having to substantiate his demand, provided that in his demand the PROCURING ENTITY will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

_____

[Date]

_____

[signature of the Bank]

_____

[Witness]

_____

[Seal]

LETTER OF ACCEPTANCE

_____[date]

To: _____

[name of the Contractor]

_____

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____

for the execution of _____

[name of the Contract and identification number, as given in the Tender documents]

for the Contract Price of FCFA. _____ [amount in figures] [FCFA _____ (amount in words) in accordance with the Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature ……

Name and Title of Signatory ……

Attachment: Agreement

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as indicated in Section A paragraph 10 and 11 of the Instruction to applicants.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

All related applicable taxes must be included and itemised in the offered prices.

The format shown below should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Price Schedule: **Request for Proposals for Services**					
Description of Activity/Item		**Number of Staff**	**Month**	Rate **FCFA**	**Estimated Amount**
1.					
1.1					
1.2					
2.					
2.1					
2.2					
	….				
	Total				

We agree to abide by this Proposal for 120 days from the bid submission deadline.

[Name and Signature of the Service Provider's Authorized Person]

[Designation]

[Date]

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____

between_____ of [or who's registered

office is situated at] _____

(Hereinafter called "the Employer") of the one part AND

_____of [or whose registered

office is situated at] _____ (hereinafter called "the Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

_____

(name and identification number of Contract) (hereinafter called "the Works")

located at_____ [Place/location of the Works]and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the

Contract Price of FCFA_____ [Amount in figures], FCFA _____ [Amount in words].

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.

(i) Letter of Acceptance
(ii) Form of Bid
(iii) Conditions of Contract Part I
(iv) Conditions of Contract Part II and Appendix to Conditions of Contract
(v) Specifications
(vi) Priced Bills of Quantities

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects

therein; the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name_____

Address_____

Signature_____

[ii] Name _____

Address_____

Signature_____

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer

……

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)

……

3. Telephone number (s) of tenderer

……

4. Telex address of tenderer

……

5. Name of tenderer's representative to be contacted on matters of the tender during the tender period

……

6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Cameroon

(Name, address, telephone, telex)

……
……..

……
…….

_____

Signature of Tenderer

Make copy and deliver to: _____ (PROCURING ENTITY)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

FIRMS REGISTRATIONS AND OWNERSHIP DETAILS

Part I – PROFILE OF OWNERSHIP

Business Name ……

Location of business premises; Country/Town…….

Plot No…… Street/Road ……

Postal Address…… Tel No……..

Nature of Business……..

Current Trade Licence No…… Expiring date……

Maximum value of business which you can handle at any time: K.

pound……..

Name of your bankers……

Branch……

Part II – TYPE OF BUSINESS

Part 2 (a) – Sole Proprietor

Your name in full…… Age……

Nationality…… Country of Origin……

*Citizenship details ……

Part 2 (b) – Partnership

Give details of partners as follows:

Name in full Nationality Citizenship Details Shares

1……

2……

3……

Part 2(c) – Registered Company:

Issued by the ……..

Private or public……

State the nominal and issued capital of the Company-

Nominal FCFA……

Issued FCFA……

Give details of all directors as follows:

Name in full. Nationality. Citizenship Details*. Shares.

1.

……

2.

……

3.

……

4.

……

Part 2(d) – Interest in the Firm:

Is there any person / persons in …… …… (Name of Employer) who has interest in this firm? Yes/No…… (Delete as necessary)

I certify that the information given above is correct.

…… …… ……

(Title) (Signature) (Date)

• Attach proof of citizenship

STATEMENT OF VERIFICATION THAT NOT DEBARRED IN THE MATTER OF PUBLIC PROCUREMENT

I/We, ……of P.O. Box…… being the resident of ……in the Republic of Cameroon do hereby make a statement as follows:

1. THAT I am the……. Chief Executive/Director General/Principal officer/Director of……. (name of company) who is the Tenderer in respect to **TENDER NO: PROCURING ENTITY/025/CAB/03/11/2025; - CONSTRUCTION OF BOARDING FACILITIES AT AWAE, YAOUNDE** to supply goods, render services and/or carry out works for the **AFRICAN PEACE SUPPORT TRAINERS' ASSOCIATION** a duly authorized and competent to make this statement.
2. THAT the aforesaid Tenderer has not been debarred from participating in procurement proceeding under Part IX
3. THAT the aforesaid Tenderer will not engage in any corrupt practise and has not been requested to pay any inducement to any member of the Board, Management Staff and/or employees and/or agents of the **AFRICAN PEACE SUPPORT TRAINERS ASSOCIATION**, which is the procuring entity.
4. THAT the aforesaid Tenderer, its servants and/or agents have not offered to any inducement to any member of the Board, Management Staff and/or employees and/or agents of the **AFRICAN PEACE SUPPORT TRAINERS ASSOCIATION**.
5. THAT what is opened to herein above is true to the best of my knowledge information and belief

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of ……. *[month] 2025* at *YAOUNDE, CAMEROON.*

_____ Date: _____

[Signature of authorized representative] *Day/Month/Year*

Full name of authorized representative: _____

SECTION G: DECLARATIONS

Having studied the information for the above exercise, I/we hereby state that the information furnished in our application is accurate to the best of our knowledge.

Print Name:

……..

Position/Title:

……..

Signature…… ……..

Date
……...

OFFICIAL STAMP