

INSTRUCTIONS TO TENDERERS

CONTRACT TITLE:

“Strengthening of COVID-19 Emergency Response Plan in Cameroon – Sequencing Equipment”

When submitting their tenders, tenderers must follow all instructions, forms, terms of reference, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

1. Supplies to be provided

The supplies and the related services required by the contracting authority are described in the terms of reference. They are set out in Annex II + III to this tender dossier.

2. Timetable

	DATE	TIME*
Clarification meeting / site visit (if any)	[Not applicable]	[Not applicable]
Deadline for requesting clarifications from the contracting authority	< Date 21 days before deadline for tenders >	-
Last date on which clarifications are issued by the contracting authority	< Date 11 days before deadline for tenders >	-
Deadline for submission of tenders	07/01/2022	17:00
Tender opening session	<11/01/2022>	< 10:00 >
Notification of award to the successful tenderer	< Date at most 90 days after deadline for tenders >**	-
Signature of the contract	< Date at most 150 days after deadline for tenders >**	-

* All times are in the time zone of Khartoum, Sudan

³ Provisional date

3. Participation, origin of the goods and subcontracting

- Tendering is open on equal terms to natural and legal persons (participating either individually or in a grouping – consortium – of tenderers), which are effectively established in one of the Member States of the European Union, Cameroon and other CEMAC members. Tendering is also open to international organisations.
- Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.4. (EU restrictive measures), 2.6.10.1. (exclusion criteria) or 2.6.10.1.1. (rejection from a procedure) of the Practical guide. Should they do so, their tender will be considered unsuitable or irregular respectively.

- c) Whatever the origin, the export/import procedures must respect the law or restrictive measures of the country where the goods are originated.
- d) All supplies under this contract must originate in one or more of these countries.
- e) Subcontracting is allowed but the contractor will retain full liability towards the contracting authority for performance of the contract as a whole. If the tenderer intends to subcontract one or more parts of the contracted services, this must be clearly stated in the Technical Offer and the tender submission form. Subcontract is allowed up to an amount of 30% of the total contract amount.
- f) All subcontractors must be eligible for the contract.
- g) Subcontractors cannot be in any of the exclusion situations listed in Section 2.6.10.1 of the practical guide.

4. Lots

The tender procedure is not divided into lots.

The tenderer must offer the whole of the quantity or quantities indicated. Under no circumstances must tenders be considered for part of the quantities required.

5. Content of tenders

Offers, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in English.

Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by a translation into the language of the procedure. For the purposes of interpreting the tender, the language of the procedure has precedence.

Tenders must be submitted using the double envelope system, i.e., in an outer parcel or envelope containing three separate, sealed envelopes, one bearing the words 'Envelope A — Administrative Documentation', one the words 'Envelope B — Technical Offer' and the other 'Envelope C — Financial Offer'

Any infringement of these rules (e.g., unsealed envelopes or references to price in the technical offer or administrative documentation) is to be considered a breach of the rules and will lead to rejection of the tender.

The outer envelope should provide the following information:

- a) the address for submitting tenders indicated above;
- b) the tender title "Strengthening of COVID-19 Emergency Response Plan in Cameroon – Sequencing Equipment"
- c) the words 'Not to be opened before the tender-opening session';
- d) the name of the tenderer.

The pages of the technical and financial offers must be numbered.

5.1. Administrative Documentation

The Administrative Documentation must include the following documents:

- Duly authorized signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company is duly authorized to do so;
- The details of the bank account into which payments should be made (Annex V: Financial Identity);
- The “Tender Submission Form” duly completed, proving:
 - The Company has at least three years’ experience in supplying similar goods and services;
 - The Company has supplied at least one similar project in the last five years;
 - The annual turnover for the last three years.
- The legal entity declaration (Annex V);

Documentary proof or statements may be in original or copy. If copies are submitted, the originals must be available to send to the contracting authority upon request.

Tenderers are reminded that the provision of false information in this tender procedure may lead to the rejection of their tender and to their exclusion from AICS procedures and contracts.

5.2. Technical offer

The technical offer must include the following documents:

- Detailed technical specification of offered goods, as stated in Annex II+III, accompanied by datasheets, brochures, photos and quality certification;
- A declaration ensuring the availability to provide a local and/or remote technical assistance during the warranty and post-warranty period, if required;
- Delivery time of goods;
- A declaration stating the spare parts availability for a period of 10 (ten) years;
- Any other document and information requested in this Tender Dossier and/or any documentation that the Tenderer considers important.

5.3. Financial offer

The Tenderers must complete the Price List Form (Annex IV) with prices of goods and related services, with a breakdown for each item, each lot, and total.

Prices should be net of custom, duties and VAT. Annex IV must be signed and stamped.

The medical equipment and consumables must be delivered DDP (Delivery Duty Paid) at the Yaoundé Custom.

Prices of the additional services, consumables, spare parts, that should be quoted separately, shall not enter into the evaluation of the tender.

Prices for the contract are fixed and not subject to revision, and include all the supplies, labour force, vehicles, equipment and any other charge, even if not specifically mentioned in the Contract necessary, to complete the activities both in terms of quality and quantity.

Tenderers are reminded that the budget available for this contract is net of all duties, taxes and VAT

and total budget is **130.000,00 Euros**.

Offers above the mentioned budget will be excluded.

Payment conditions should be as reported in Article 17.

Payments under this contract will be made in the currency of the tender.

The contracting authority reserves the right to vary by an administrative order the quantities per lot or per item by +/- 100 % at the time of contracting and during the validity of the contract. The total value of the supplies may not rise or fall as a result of the variation by more than 25% of the tender price. The unit prices quoted in the tender shall be applicable to the quantities procured under the variation.

The applicable tax and customs arrangements are as follows:

Exemption of taxes

Custom duties and import taxes, including VAT, shall not be considered in the overall price.

Supply of goods and services has exemption from payment of taxes, duties, custom, including VAT.

Whatever the origin of the supplies, the contract is exempt from stamp and registration duties.

6. Variant solutions

Tenderers are not authorised to tender for a variant in addition to this tender.

7. Period during which tenders are binding

Tenderers are bound by their tenders for 60 days after the deadline for submitting tenders or until they have been notified of non-award.

The selected tenderer must maintain its tender for a further 60 days. A further period of 60 days is added to the validity period irrespective of the date of notification. This period can be further extended when the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.6.10.1.1 of the practical guide, up to the adoption of that recommendation.

8. Additional information before the deadline for submitting tenders

No additional information or information meeting or site visit is foreseen.

9. Submission of tenders

Tenders must be sent to the Contracting Authority before 07/01/2022. They must include the requested documents in clause 5 above and be sent:

- Hand delivered by the participant in person or by an agent directly to the premises of the contracting authority (including courier services) in return for a signed and dated receipt, in which case the evidence shall be constituted by this acknowledgement of receipt, to:

Italian Agency for Development Cooperation (AICS)

Khartoum Office

Street 33, Amarat, Khartoum – Sudan

Tel: +249 (183) 483466

Sunday to Thursday – 08.30am – 05.00pm (Khartoum local time)

Tenders received after the deadline for submission of tenders will not be taken into consideration.

10. Amending or withdrawing tenders

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. Tenders may not be amended after this deadline.

Any such notification of amendment or withdrawal must be prepared and submitted in accordance with clause 9. The outer envelope (and the relevant inner envelope) must be marked 'Amendment' or 'Withdrawal' as appropriate.

11. Costs for preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer, including the cost of interviewing proposed experts.

12. Ownership of tenders

The contracting authority retains ownership of all tenders received under this tendering procedure. Consequently, tenderers do not have the right to have their tenders returned to them.

13. Evaluation of tenders

Evaluation will be carried out in accordance with the award criteria.

The opening and examination of tenders shall be for the purpose of checking whether the tenders are complete, whether the documents have been properly signed and whether the tenders are generally in order.

The technical and administrative evaluation will be established with the “**Pass-Fail**” criteria, on the bases of the documents mentioned at clause 5. The Tenders that will not respect the above requirements will be rejected.

Concluded the technical evaluation, the Financial offers of the only tenders resulted technically accepted will be evaluated.

Tenders shall be checked for any arithmetic errors in computation and summation.

Errors shall be corrected by the evaluation committee as follows:

- where there is a discrepancy between amounts in figures and in words, the amount in words shall prevail;
- except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted shall prevail, except where there is an obvious error in the unit price, in which case the total amount as quoted prevails.

Amounts corrected in this way shall be binding on the Tenderer. If the Tenderer does not accept them, its tender shall be rejected.

13.1. Choice of selected tenderer

The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.

The Contracting Authority has the faculty to award tender in presence of one compliant offer.

14. Confidentiality

The entire evaluation procedure is confidential, subject to the contracting authority's legislation on access to documents. The evaluation committee's decisions are collective, and its deliberations are held in closed session. The members of the evaluation committee are bound to secrecy. The evaluation reports and written records are for official use only and may be communicated neither to the tenderers nor to any party other than the contracting authority.

15. Ethics clauses / Corruptive practices

a) Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender.

b) Respect for human rights as well as environmental legislation and core labour standards

The tenderer and its staff must comply with human rights. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

Zero tolerance for sexual exploitation and sexual abuse:
The Contracting Authority applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.
Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

c) Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The Contracting Authority reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

d) Unusual commercial expenses

Tenders will be rejected, or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

e) Breach of obligations, irregularities or fraud

The Contracting Authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

16. Signature of contract

The successful tenderer(s) will be informed in writing that its tender has been accepted.

Within 8 calendar days of receipt of the contract already signed by the Contracting Authority, the selected tenderer shall sign and date the contract and return it.

Failure of the selected tenderer to comply with this requirement may constitute ground for the annulment of the decision to award the contract. In such a case, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.

The other candidates will be informed that their tenders were not accepted, by means of a standard letter.

17. Payments procedure

Payments shall be made in **EUR**. Exchange rate risk or variations may not be subject to compensation whatsoever. Payments shall be authorised and made by AICS Khartoum Office.

They shall be deemed to have been made on the date on which they are debited to this authority's account.

In order to obtain payments, the Supplier must forward to the authority referred above:

- a. For the 40% of the Total Amount of the Supply as advance payment, if requested. This payment shall be made within 30 days of the date of receipt of the request of payment, invoices and **Pre-financing guarantee quale the pre-financing amount**.
- b. For the 50% of the Total Amount of the Supply, that must be zero VAT. This payment shall be made within 30 days of the date of receipt of the invoices, provided that the supplies have been delivered.
- c. For the balance of 10% of the Total Amount of the Supply, that must be zero VAT. This payment shall be made within 30 days of the date of receipt of the invoices, provided that the supplies have been tested and accepted.

The periods for making the payments shall run from the day after the date of receipt of the above documents to the date on which they are debited to the bank account of the mentioned Authority.

18. Performance programme (timetable)

The time limits for completion of the tasks shall be **120 calendar days**, by the contract signature.

19. Guarantee

Pre-financing, Performance Guarantees are required.

20. Acceptance Test

Representatives of the Contracting Authority and the Beneficiary, together with the contractor's representative, shall carry out the controls, testing and approval for acceptance. The acceptance test shall take place at the destinations and an acceptance certificate shall be issued.

21. Warranty

The contractor shall warrant that the supplies are new, unused and tested, according to the procedure described in the Terms of reference and Technical offer documents (Annex I), and have no defect arising from design, materials or workmanship. This warranty shall remain valid for at least ***one year*** after acceptance.

The Supplier shall provide a maintenance service **at the place of installation**, guaranteeing spare parts and repair of the goods supplied during the warranty period.

22. Cancellation of the tender procedure

In the event of cancellation of the tender procedure, the contracting authority will notify tenderers of the cancellation. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

Cancellation may occur, for example, where:

- the tender procedure has been unsuccessful, i.e. no suitable, qualitatively or financially acceptable tender has been received or there is no valid response at all;
- there are fundamental changes to the economic or technical data of the project;
- exceptional circumstances or force majeure render normal performance of the contract impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been breach of obligations, irregularities or frauds in the procedure, in particular if they have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event shall the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.

23. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint.

Any dispute arising out of or in connection with the award of the contract, the contract and its execution shall be referred to the courts of Italy, as appropriate according to the applicable Italian and Cameroonian law.