

REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

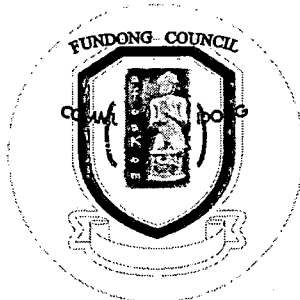
MINISTÈRE DE DÉCENTRALISATION ET DU
DÉVELOPPEMENT LOCAL

REGION DU NORD-OUEST

DEPARTEMENT DE BOYO

COMMUNE DE FUNDONG

COMMISSION INTERNE DE PASSATION
DES MARCHES



REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTRY OF DECENTRALISATION AND
LOCAL DEVELOPMENT

NORTH-WEST REGION

BOYO DIVISION

FUNDONG COUNCIL

FUNDONG COUNCIL INTERNAL
TENDERS BOARD

Ref: No. 024/NWR/BOYO/FC/FCITB/2021

Fundong the 23 MARS 2021

FUNDONG COUNCIL INTERNAL TENDERS BOARD

OPENED NATIONAL INVITATION TO TENDER

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE
N° 004/ONIT/ FUNDONG COUNCIL/FCITB/2021 OF 23 /03 /2021 FOR
THE RURAL ELECTRIFICATION OF FUNDONG VILLAGE IN FUNDONG SUB
DIVISION, BOYO DIVISION

PROJECT OWNER: THE LORD MAYOR FUNDONG COUNCIL

FINANCING: PUBLIC INVESTMENT BUDGET/MINDDEVEL - 2021

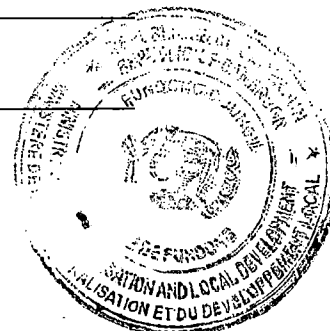
AUTHORIZATION NUMBER: 55 27 351 01 641605 2254 821

IMPUTATION: IW03385

Lot:	Location of project	Amount of project	Amount of bid bond	Cost of tender file :
SINGLE	FUNDONG TOWN	32.962.489 CFA	659 250 F CFA	70 000 CFA

RURAL ELECTRIFICATION OF FUNDONG VILLAGE IN FUNDONG
SUB DIVISION

FINANCIAL YEAR 2021



Document N°. 1

TENDER NOTICE



Estimated cost

The estimated cost after preliminary studies is **32.962.489 FCFA**, (THIRTY-TWO MILLION NINE HUNDRED AND SIXTY TWO THOUSAND FOUR HUNDRED AND EIGHTY NINE FRANCS CFA)

Participation and origin

Participation to this Invitation to Tender is opened to Cameroonian enterprises that are in compliance with the Cameroon laws.

Financing

Works which form the subject of this Invitation to Tender shall be financed by the 2021 Public Investment Budget

Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of Finance and whose list is found in document N°. 12 of the Tender File, of an amount of **659 250 CFA (Six Hundred and Fifty Nine Thousand two Hundred and Fifty CFA)** and valid for thirty (30) days beyond the date of validity of bids

Consultation of Tender File:

The file may be consulted during working hours at the **FUNDONG COUNCIL**, Contract Award Service, as soon as this notice is published.

10. Acquisition of Tender File:

The file may be obtained from the **FUNDONG COUNCIL** at the Secretariat of the Mayor, as soon as this notice is published against the payment of the sum of **70 000 CFA francs** (seventy thousand Francs CFA), payable at a Fundong Council Treasury, representing the cost of purchasing the Tender File.

11. Submission of bids:

Each offer drafted in English or French in 07 (seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the **FUNDONG COUNCIL**, Contract Award Service not later than / / 2021 at 10:00 noon local time and should carry the inscription:

<< OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

N° 004/ONIT/ FUNDONG COUNCIL/FCITB/2021 OF / / 2021 FOR THE RURAL ELECTRIFICATION OF FUNDONG VILLAGE IN FUNDONG SUB DIVISION, BOYO DIVISION

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

Admissibility of bids

Under penalty of being rejected, only originals or certified true copies signed by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) must imperatively be produced in accordance with the Special Regulations of the Invitation to Tender.

They must obligatorily not be older than three (3) months preceding the date of submission of bids or may be established after the signature of the tender notice

Any bid not in compliance with the prescriptions of the Tender File shall be rejected. This refers especially to the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance. .

Opening of bids:

The bids shall be open in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the / / 2021 at 11: 00AM local time, in the conference hall of the **FUNDONG Council**, by its competent Members. Only bidders may attend or be represented by duly mandated persons of their choice and having a good knowledge of their files.

Evaluation criteria

The bids shall be evaluated according to the main criteria as follows:

Eliminatory criteria

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Paix – Travail – Patrie

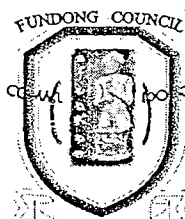
MINISTÈRE DE DÉCENTRALISATION ET DU
DÉVELOPPEMENT LOCAL

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MINISTRY OF DECENTRALISATION AND
LOCAL DEVELOPMENT

NORTH-WEST REGION

BOYO DIVISION

FUNDONG COUNCIL

FUNDONG COUNCIL INTERNAL
TENDERS BOARD

Ref: No. 01/NWR/BOYO/FC/FCITB/2021/17

Fundong the 12 3 MARS 2021

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 04/AONO/COMMUNE DE FUNDONG /CIPMF/2021,
DU 13/03 2021 POUR L'ELECTRIFICATION RURALE DE VILLAGE FUNDONG DANS L'ARRONDISSEMENT
DE FUNDONG, DEPARTEMENT DU BOYO.

Financement : Budget d'Investissement Public 2021

Objet de l'Appel d'Offre

Dans le cadre de l'exercice budgétaire 2021, le Maire de la Commune de FUNDONG, Autorité Contractante lance un Appel d'Offres National Restreint pour les travaux d'électrification de village FUNDONG dans l'Arrondissement de FUNDONG, Département du BOYO.

Consistance des travaux

Les travaux comprennent notamment :

- Construction d'une ligne MT 3-phasé sur une distance de 1035m avec du câbles Almelec 1x34,4mm² & Aluminium torsadé 4x25 mm² ;
- Installation d'une postes témoins avec du câble 2x16 mm² Aluminium torsadé ;
- Production et validation de la Notice d'Impact Environnemental ;
- Les prestations diverse comprennent :
 - ☐ Abattage et élagage de 7m sur chaque cote du réseau.
 - ☐ Transport des poteaux bois, matériels and ouvriers.

Délais d'exécution

Le délai maximum prévu le Maître d'Ouvrage pour la réalisation des travaux objet du présent appel d'offres est de quatre-vingt dix (90) jours.

Allotissement

Le travail est ci-après défini :

Electrification de village FUNDONG VILLAGE dans l'Arrondissement de FUNDONG, Département du BOYO.

Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de Cinquante Million Francs CFA (32.962.489 FCFA)

Participation et origine

La participation à cette consultation est ouverte aux entreprises de droit camerounais.

Financement



Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;
Offres financière incomplète,
Le changement d'une unité ou d'une quantité dans l'offre financière ;
Le non-respect de 37/43 (85%) des critères essentiels ;
Non achèvement d'un projet pendant les années antérieures sur l'étendue du Territoire National et suspendu par le MINMAP en 2017

B - Critères essentiels

Les critères relatifs à la qualification des candidats porteront à titre indicatif sur :

Présentation générale de l'offre ;
Capacité financière ;
Références de l'entreprise dans les réalisations similaires ;
Qualité du personnel ;
Organisation technique des travaux ;
Sécurité au chantier ;
Moyens logistiques ;
Attestation et rapport de visite du site ;
Cahier des Clauses Techniques Particulières paraphé à chaque page ;
Cahier des Clauses Administratives Particulières complété et paraphé à chaque page.

Les critères essentiels sont soumis à des minima dont le détail est donné dans le Règlement Particulier de l'Appel d'Offres (RPAO).

Attribution

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins 37/43 (85%) de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et au moins 37/43 (85%) des critères essentiels.

Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant 60 jours à partir de la date limite fixée pour la remise des offres.

Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la Délégation Régionale des Marchés Publics du Nord-Ouest, Services de Passation des Marchés Publics.

Copie :

- ☐ DDMINEE DU BOYO
- ☐ DDMINDDEVEL BOYO
- ☐ ARMP ;
- ☐ Maître d'Ouvrage
- ☐ Présidents CPM ;
- ☐ Affichage.
- ☐ Chrono/archive

Fait à FUNDONG, le 23 MARS 2021
Le Maire de la Commune de FUNDONG
(Autorité Contractante)

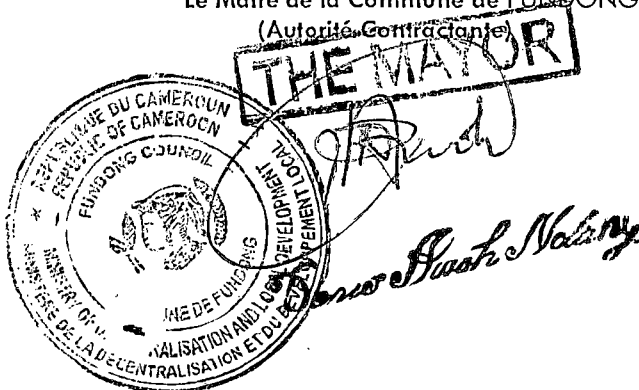


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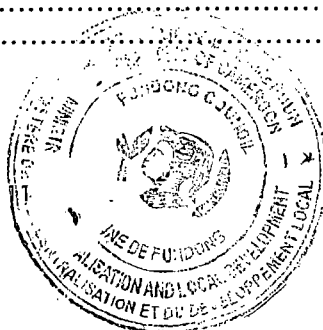
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A bidder (including all members of a group of enterprises and all sub-Contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:

Is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of Contracts awarded for this Invitation to Tender; or

Presents more than one bid within the context of Invitation to Tender, except authorized variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-Contractors in more than one bid.

The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of Public Contracts.

(c) The bidder must not have been excluded from bidding for Public Contracts.

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

5: Building materials, materials, supplies, equipment and horized services

5.1 Building materials, the Contractor's materials, supplies, equipment and services forming the subject of this Contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the Invitation to Tender and all expenditure done within the context of the Contract shall be limited to the said building materials, materials, supplies, equipment and services.

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

Article 6: Qualification of bidder

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

submit a power of attorney making the signatory of the bid bound by the bid; and

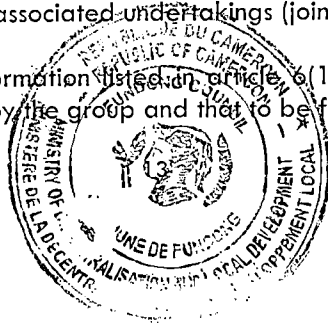
(b) provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the Invitation to Tender, in order to establish their qualification to execute the Contract.

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

- (i) The production of certified balance sheets and recent turnovers;
- (ii) Access to a line of credit or availability of other financial resources;
- (iii) Orders acquired and Contracts awarded;
- (iv) Pending litigations;
- (v) Availability of indispensable equipment.

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

The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;



Model Contract;

Document No. 10. Models to be used by bidders;

Model Contract;

Document No. 11. Justifications of preliminary studies; to be filled by the Project Owner or delegated Project Owner;

Document No. 12. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorized to issue bonds for Public Contracts to be inserted by the Contracting Authority.

8.2 The bidder must examine all the regulations, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare a bid in compliance with all aspects of the said file.

Article 9: Clarifications on the Tender File and complaints

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (fax or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the Invitation to Tender and send a copy to the Project Owner. The Contracting Authority replies in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of bids.

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.

9.2 Between the Publication of the tender notice including the pre-qualification phase of candidates and the opening of bids, any bidder who feels aggrieved in the Public Contracts award procedure may lodge a complaint to the Minister in charge of Public Contracts.

9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the Regulation of Public Contracts and the chairperson of the Tenders Board.

9.4 The Contracting Authority has five (5) days to react. A copy of the reaction shall be forwarded to MINMAP and the body in charge of the regulation of Public Contracts.

Article 10: Amendment of the Tender File

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

10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the Invitation to Tender and must be communicated in writing or made known by a traceable means to all bidders who bought the Tender File.

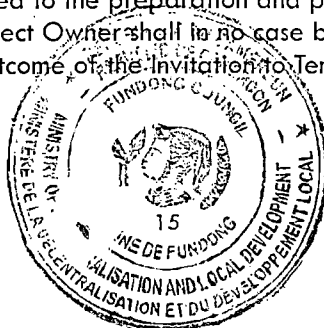
3.3. In order to give bidders sufficient time to take account of the addendum in the preparation of their bids, the Contracting Authority may postpone as is necessary, the deadline for the submission of bids, in accordance with provisions of article 22 of the General Regulations of the Invitation to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

C Preparation of bids

Article 11: Tender costs

The candidate shall bear the costs related to the preparation and presentation of his bid and the Contracting Authority and the Project Owner shall in no case be responsible for these costs nor pay for them whatever the evolution or outcome of the Invitation to Tender procedure.

Article 12: Language of bid



The duly filled Unit Price schedule;
The duly filled detailed estimates;
The sub-details of prices and/or breakdown of all-in prices;
The projected schedule of payments, where need be.

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(2) of the General Regulations of the Invitation to Tender concerning the other possible forms of guarantees.

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

Article 14: Bid price

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

Article 15: Currency of bid and payment

- 15.1 In case of international invitations to tender, the currencies of the bid shall follow the provisions of either Option A or Option B FUNDONG, the applicable option being that retained in the Special Regulations of the Invitation to Tender.

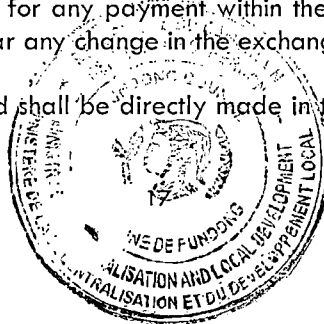
15.2 Option A: The amount of the bid shall be entirely made in the national currency.

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

Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the Contract.

The exchange rates used by the bidder to convert his bid into the national currency shall be specified by the bidder in an annex to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment within the framework of the Contract so that the retained bidder does not bear any change in the exchange rate.

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



- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after Publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the Contract and furnished the required final bond.
- 17.6 The bid bond may be seized:
- if the bidder withdraws his bid during the period of validity;
 - (b) if the retained bidder:
 - i) fails in his obligation to register the Contract in application of article 38 of the General Regulations;
 - fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
 - refuses to receive notification of the Administrative Order to commence execution.

Article 18: Varying proposals of bidders

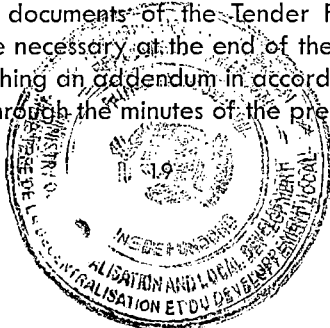
18.1 Where the works can be executed within variable deadlines, the Special Regulations shall specify these deadlines and shall indicate the method retained for the evaluation of the completion deadline proposed by the bidder within the specified deadlines. Bids that propose deadlines beyond those specified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

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

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

Article 19: Preparatory meeting to the establishment of bids

- 19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations.
- 19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.
- 19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) FUNDONG.
- 19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.

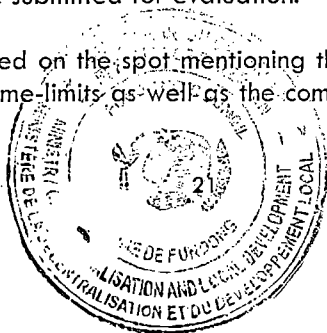


- 24.1 A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement 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"**.
- 24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.
- 24.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopen.
- 24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. 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 17(6) of the General Regulations.

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

- 25.1 The FUNDONG Council Internal Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked **"withdrawal"** shall be open and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopen. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked **"Replacement bid"** are open 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 unopen. The replacement of the 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 open and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were open and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 25.3 All envelopes shall be open 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.
- 25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not open and read to the hearing of everyone during the bid- opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 Bid- opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A



which substantially limits the scope, quality or realisation of the works;
which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the Contract;
Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.

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

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

Article 29: Qualification of the bidder

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

Article 30: Correction of errors

30.1 The Evaluation sub-committee shall verify bids considered essentially in compliance with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:

where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.

if the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.

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

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

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

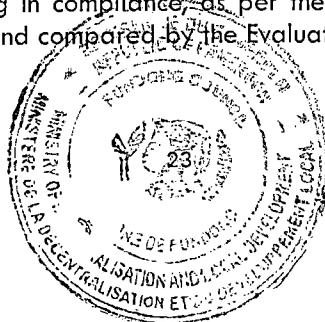
Article 31: Conversion into a single currency

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

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

Article 32: Evaluation and comparison of financial bids

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



declare an Invitation to Tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

Article 36: Notification of award of the Contract

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

Article 37: Publication of results of award and petitions

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

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

37.3 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.

37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of Public Contracts, the Contracting Authority and the chairperson of the Tenders Board concerned.

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

Article 38: Signing of the Contract

38.1 After Publication of the results, the draft Contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.

38.2 The Contracting Authority has a deadline of seven (7) days to sign the Contract from the date of reception of the draft Contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.

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

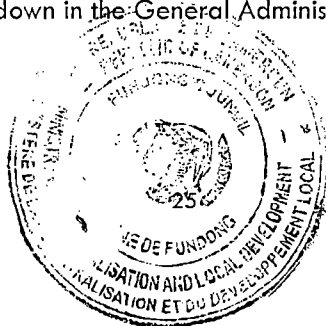
Article 39: Final Bond

39.1 Within twenty (20) days of the notification by the Contracting Authority, the Contractor shall furnish the Project Owner with a final bond, to guarantee the complete execution of the works.

39.2 The bond whose rate varies between 2 and 5 percent of the amount of the Contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.

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

39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the Contract under the terms laid down in the General Administrative Conditions.



Special regulations of the Invitation to Tender

References of the General regulations	General
1	Definition of works: Rural electrification of FUNDONG VILLAGE in FUNDONG Subdivision, BOYO Division. Name and address of the Contracting Authority: The LORD MAYOR FUNDONG COUNCIL Reference of Invitation to Tender By emergency Procedure: N° <u>04</u> /ONIT/ FUNDONG COUNCIL/FCITB/2021 OF <u>23/02</u> /2021 Under Emergency procedure
2	Execution deadline: ninety (90) days
3	Source of financing Works which form the subject of this Invitation to Tender shall be financed by the 2021 Public Investment Budget of the Ministry of Decentralization and Local Development
4	List of pre-qualified candidates, not applicable
5	Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.

6.1 Evaluation criteria

The bids shall be evaluated according to the main criteria as follows:

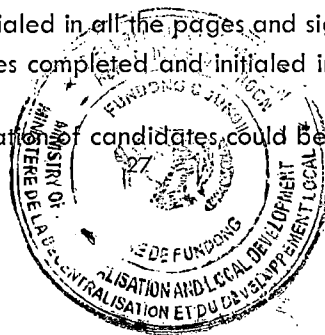
Eliminatory criteria

- Absence of bid bond
- Absence or non-conformity of a document in the administrative file;
- Deadline for delivery higher than prescribed;
- False declaration or falsified documents;
- Absence or insufficient bid bond;
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- Incomplete financial file;
- Change of quantity or unit;
- Non respect of 75% of essential criteria;
- Suspended by ARMP/MINMAP
- Failure to comply with the submission of document within the period of 48hour. This rule shall not be applicable to the bid bond

Essential criteria

- General presentation of the Tender Files;
- Financial capacity of 25% of the amount of the project;
- References of the company in similar achievements;
- Quality of the personnel;
- Technical organization of the works;
- Safety measures on the site;
- Logistics;
- Attestation and report of site visit dated and signed by the contractor with attached pictures;
- Special Technical Clauses initialed in all the pages and signed at the last page;
- Special Administrative Clauses completed and initialed in all the pages and signed at the last page.

The criteria relating to the qualification of candidates could be indicative on the following:

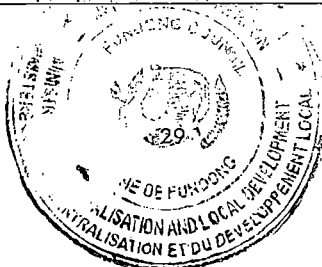


A.6	A bid bond of 659 250 CFA (SIX HUNDRED AND FIFTY NINE THOUSAND TWO HUNDRED AND FIFTY CFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.
A.9	A valid Certificate of imposition certified by the chief of center for taxation
A.10	Business License (photocopy certified by the chief of center of Taxes, not more than three months).
A.11	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.
A.12	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.
A.13	Plan and attestation of location of the Company signed by the Chief of Taxation
A.14	Power of attorney if necessary
A.15	Attestation of non-Bankruptcy

The absence or the nonconformity of the one of these documents will result to the elimination of the offer. However, the bidder shall be given 48hour comply

The second Internal Envelope shall be labeled <<ENVELOPE B: TECHNICAL DOCUMENT>> and shall contain the following:

DOCUMENTS.....	43 Yes		
<ul style="list-style-type: none"> General presentation of the Tender document - Presence of intermediary separating papers - Pages are numbered - Document is spirally bound - Visa and Signed copy of Special Technical Conditions - Visa and Signed copy of Particular Administrative Conditions (Jobbing Order) 			
<ul style="list-style-type: none"> Personnel of the Enterprise [Engineer(s), Foreman and Co-ordinator.] - Detailed technical note on the quality of the personnel, their level of education as well as their experience in the domain of Rural Engineering or electricity 			
Engineer: <ul style="list-style-type: none"> - More than 03 years experience - Less than 2 years experience - Attestation of availability of Engineer - Certified copy of National Identity Card - Attestation of Availability Senior technician: <ul style="list-style-type: none"> - More than 5 years experience - 5 years experience - Less than 2 years experience - Certified copy of National Identity Card - Attestation of availability of Higher Technician Technician: <ul style="list-style-type: none"> - More than 5 years experience - Less than 5 years experience - Attestation of availability of Technician - Certified true copies of the certificates of personnel + attestation of presentation of originals - Curriculum Vitae of personnel involved in the project 			



Supply price

ARTICLE 8: Currency of payment

This National Invitation to Tender is awarded on total and Contractual price, inclusive of all taxes, firm and non-revisable for the whole of the works and the equipment defined in the present Invitation to Tender.

The corresponding amount will be calculated inclusive of all taxes and the prices will be obligatorily expressed in francs CFA.

The unit schedule price expressed out in figures and letters and in seven (07) copies will be joined to the offer. In the event of error between the prices in figures and letters, the latter will precede and be used as a basis of calculation of the amount of the offer.

The establishment of the prices will be done on the basis of economic condition into force in Republic of Cameroon at the handover date of the offers.

ARTICLE 9: Transport and delivery

The materials for work must be protected during transportation through packaging whether by air, railway or road according as the case may be. The conditions of storage must be of tropical type.

ARTICLE 10: Guarantee and retention guarantee

10.1 Provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed at **659 250 CFA (Six Hundred and Fifty Nine Thousand two Hundred and Fifty** The time of validity of this guarantee is sixty (60) days as from the date of depositing of the offers.

10.2 Final Bond

The final Bond is fixed at two percent (2%) of the initial amount of the services envisaged in the country.

It could be replaced by a guarantee personal and interdependent of a banking house approved by the Ministry of Finances following COBAC conditions.

It will have to be made up in the twenty (20) days following the notification of the signature of the Contract in a bank approved by the Minister in charge of Finances.

10.3 Guarantee Retention

Guarantee Retention of ten percent (10%) will be operated on amount including all taxes of the Contract. The corresponding sum will be paid or the released guarantee, with the final acceptance of work.

ARTICLE 11: Period of validity of the offers

The bidder will remain committed to his offer for sixty (60) days as from the handover date of the offers.

If at the end of this period, the Contract were not notified to him, the bidder will be able, either to cancel his offer, or to ask for a new negotiation of the unit prices.

ARTICLE 12: A number of copies of the offer which must be filled and sent

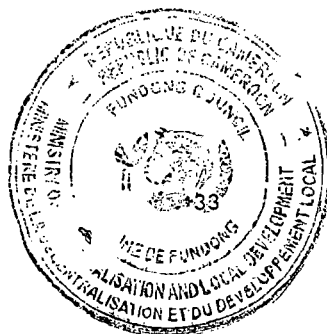
The tender, as all the parts accompanying it will have to be given in seven (07) copies, including one (01) original and six (06) copies. The bidder will present his dossier inside a sealed outer jacket being marked:

<< << OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

**N° 004/ONIT/ FUNDONG COUNCIL/ECITB/2021 OF ____/____/2021 FOR THE RURAL
ELECTRIFICATION OF FUNDONG VILLAGE IN FUNDONG SUB DIVISION, BOYO DIVISION »**



Document N°. 4
SPECIAL ADMINISTRATIVE CONDITIONS
(SAC)



Article 49 and last: Entry into force of the Contract

Chapter I: General

Article 1: Subject of Contract

The subject of this Contract shall be the Rural Electrification of **FUNDONG VILLAGE IN FUNDONG SUB DIVISION, BOYO Division**).

Article 2: Contract award procedure

This Contract shall be awarded by OPENED National Invitation to Tender by Emergency Procedure N° 04/ONIT/ **FUNDONG COUNCIL/FCITB/2021** OF 23/07/2021

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

1.1. General definitions (cf. Code)

- ✓ The Contracting Authority shall be the **LORD MAYOR FUNDONG COUNCIL**; in this respect he preserves the original documents relating to the Jobbing Order and transmits copies to the Public Contract Regulatory Agency.
- ✓ The **CONTRACT ENGINEER** shall be the **DIVISIONAL DELEGATE OF WATER RESOURCES AND ENERGY FOR BOYO** in collaboration with ENEO. He shall, with ENEO validate the different crucial phases of work done, from the installation of the Contractor to the Provisional Technical Reception (Connection to the National Grid and Energizing of new line). He shall take care of the regular follow-up of work at the site.
- ✓ The **Project Manager** shall be the **COUNCIL DEVELOPMENT OFFICER FOR FUNDONG COUNCIL (CDO)**, charged with the daily **MONITORING AND EVALUATION** project and report to the Contracting Authority and other related services
- ✓ The Service incharge of monitoring and control shall be the **Control Bridge – DD MINMAP Boyo**
- ✓ **The Contractor shall be [to be specified].**

2.2. Security

This Contract may be used security subject to any form of transfer of the debt.

In this case:

- 0 The authority in charge of ordering payment shall be the **MAYOR FUNDONG COUNCIL** (Authorizing Officer).
- 1 The body or official in charge of payment shall be *the* **FUNDONG COUNCIL**.
- 0 The official competent to furnish information within the context of execution of this Contract shall be *the* Divisional Delegate of Water Resources and Energy for Boyo.

2.3. Duties of the Control Mission, Project Manager

1.1.1. Missions [not applicable].

1.1.2. Means put at the disposal of the Control Mission [not applicable].

Article 4: Language, applicable law and regulation

2.2. The language to be used shall be *[English and/or French]*.

2.3. The Contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the Contract.

If the laws and regulations in force at the date of signature of this Contract are amended after the signature of the Contract, the possible direct resulting costs shall be taken into account without gain or loss for either party.

Article 5: Constituent documents of the Contract (Article 4 of GAC)

The constituent Contractual documents of this Contract are in order of priority: *(to be adapted to the nature of the works)*.



Article 8: Administrative Orders (Article 8 of GAC)

The various Administrative Orders shall be established and notified as follows:

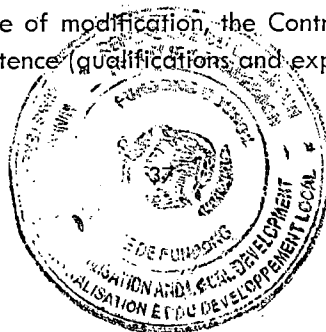
- 1.1. The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the Contractor by the Project Owner with a copy to the Contracting Authority, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.
- 1.2. Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 1.3. Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the Contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority and Contract Manager.
- 1.4. Administrative Orders serving as warnings shall be signed by the Contracting Authority and notified to the Contractor by the Contract Engineer with a copy to the Project Owner and Project Manager.
- 1.5. Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by the Contract Engineer to the Contractor with a copy to the Project Owner, Contract Manager and Project Manager.
- 1.6. Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the Contractor by the Contract Engineer.
- 1.7. The Contractor 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.
- 1.8. Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Project Manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.**

Article 9: Contracts with conditional phases (Article 9 of GAC)

- 1.1. [Specify if the Contract has one or several phases]
At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the Contractor. This attestation shall condition the start of the following conditional phase.
- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

Article 10: Contractor's equipment and personnel (Article 15 of GAC supplemented)

- 1.1. 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 Contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).



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

1.2. Price updating modalities (not applicable)

Article 15: Price revision formulae (article 21 of GAC)
(not applicable)

Article 16: Price updating formulae (article 21 of the GAC)
(not applicable)

Article 17: Works under State supervision (Article 22 of GAC supplemented)

- 1.1. The percentage of works under State supervision shall be *[must not exceed 2 %]* of the amount of the Contract and its additional clauses, where applicable.
- 1.2. In the case where the Contractor were invited to execute works under State supervision, the submitted and duly justified expenditures shall be reimbursed to him under the following conditions:
 - 0 The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
 - 1 The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;
 - 2 The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
 - 3 Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;
 - 4 The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the Contractor's unforeseen.

Article 18: Evaluation of works (article 23 of the GAC)
The work done shall be evaluated using the unit price.

Article 19: Evaluation of supplies (article 24 of the GAC supplemented)
1.1. *[indicate, where applicable, the modalities for payment of supplies].*
1.2. No security shall be requested for payments on account on supplies.

Article 20: Advances (article 28 of the GAC)

- 1.1. The Contracting Authority may grant a start-off advance equal to 20 % of the amount of the Contract.
- 1.2. This advance whose value cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the Contractor during the execution of the Contract according to the modalities laid down in the Special Administrative Conditions.
- 1.3. The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the Contract.



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

Specific penalties [amount to be indicated]

- 1.3. Independently of penalties for overrun of Contractual time-limit, the Contractor shall be liable for the following special penalties for the non-observation of the provisions of the Contract, especially:

- 0 Late submission of final bond;
- 1 Late submission of insurances;
- 2 Late submission of the draft execution schedule if the lateness is caused by the Contractor.

Article 24: Payment in case of a group of enterprises (article 33 of the GAC)

- 1. In the case of a group of enterprises, indicate the method of payment of co- and sub-Contractors, where need be.
- 2. Indicate the method of payment of sub-Contractors, where need be.

Article 25: Final detailed account (article 34 of the GAC)

- 1.1. After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional acceptance, the Contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the Contractor may be entitled as a result of the execution of the whole Contract.
- 1.2. *The Contract Engineer has up to thirty (30) days to notify the corrected and approved draft to the Project owner.*
- 1.3. *The Contractor has up to thirty (30) days to return the corrected and approved final detailed account to the competent accounting officer.*

Article 26: General and final detailed account (article 35 of the GAC)

- 1.1. The Contract Manager or the Project Manager has up to thirty (30) days to establish the general detailed account and forward to the Contractor after final acceptance.

At the end of the guarantee period which results in the final acceptance of the works, the Authorising Officer draws up the general and final detailed accounts of the Contract which he had signed jointly by the Contractor and the Contracting Authority. This detailed account includes:

- 5 the final detailed account,
- 6 the balance
- 7 the summary of monthly payments on account.

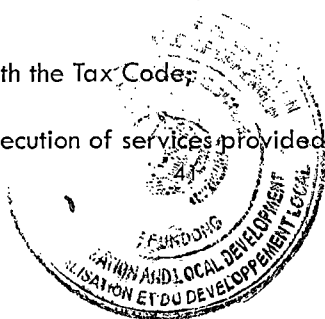
The signing of the general and final detailed account without reservation by the Contractor definitely binds the two parties, puts an end to the Contract, except with regard to interest on overdue payments.

- 2.2. The Contractor has up to thirty (30) days to return the signed final detailed account.

Article 27: Tax and customs regulations (article 36 of the GAC)

Decree No. 2003/651/PM of 16 April 2003 lays down the Terms and Conditions for Implementing the Tax regulations and Customs Procedures applicable to Public Contracts. The taxes applicable to this Contract include notably:

- 5 Taxes and dues relating to industrial and commercial profits, including the IAR which is a deduction on company taxes;
- 6 Registration dues in accordance with the Tax Code;
- 7 Dues and taxes attached to the execution of services provided for in the Contract;



Quality Assurance Plan and the Environment Management Plan, where applicable and the electricity network pegging map at scale 1/2500.

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

Two (2) copies of these documents will be returned to him within a deadline of fifteen (15) days from the date of reception with:

- 8 Either the indication "GOOD FOR EXECUTION";
- 9 Or the indication of their rejection including the reasons for the said rejection.

The Contractor has eight (8) days to present a new draft. The Contract Manager or the Project Manager then has a deadline of five (5) days to give his approval or possibly make comments. Delay in approving the draft execution schedule shall stay the execution deadline.

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

The Contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the Contractual programme upon receiving the approval of the Project engineer. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important modifications alter the objective of the Contract or the nature of the works, the Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

The Environment Management Plan should bring out notably the choice technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.

The Contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.

The approval granted by the Contract Engineer shall in no way diminish the responsibility of the Contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the Contract.

2.2. Execution draft

The execution plan documents (calculations and drawings) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the Contract Engineer at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.

The Contract Engineer has a deadline of five (05) days to examine and make known his observations. The Contractor then has a deadline of (04) four days to present a new file including the said observations.

35.3 In case of the non-observance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

Article 36: Organization and safety of sites (article 50 of the GAC)

1.1. Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work. It must have the following characteristics: Height = 2.80m, width=1.20m, board thickness=2.5cm at 1.20m above the ground level. The Contract Engineer shall put the Contractors' disposal the text to be used.

2.2. The services to inform in case of interruption of traffic or along the deviated itinerary: [To be specified in accordance with article 50(2) of the GAC]



The Contractor of representative(Member)
The commission shall examine the report of the pre-acceptance and shall proceed to the acceptance. An acceptance report (process - verbal) of the works shall be prepared by the Contract Engineer and sign by all the commission members.

ARTICLE 43: DOCUMENTS TO BE FURNISHED AFTER EXECUTION

43.1 The contractor shall furnish within one (1) month after completion of the works three (3) copies of all working documents and drawings as executed, especially those relevant to the exploitation and maintenance of the works.

43.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with Article 43.1 above.

Article 44: GUARANTEE PERIOD.

The guarantee period is one (01) year from the date of the provisional acceptance.

Article 45: Final acceptance (article 72 of the GAC)

Final acceptance shall take place within a maximum deadline of [fifteen (15) days] from the date of expiry of the guarantee.

The procedure for final acceptance shall be the same as for provisional acceptance

Chapter V: Sundry provisions

Article 46: Termination of the Contract (article 74 of the GAC)

The Contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

- 10 Delay of more than fifteen (15) calendar days in the execution of an Administrative Order or unjustified stoppage of more than seven (7) calendar days;
- 11 Delay in work resulting in penalties of more than 10 % of the amount of the works;
- 12 Refusal to repeat poorly executed works;
- 13 Default by the Contractor;
- 14 Persistent non-payment for services.

Article 47: Case of force majeure (article 75 of the GAC)

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

- 3 Rainfall: 200 millimetres in 24 hours;
- 4 Wind: 40 metres per second;
- 5 Flood: decennial flood frequency.

Article 48: Disagreements and disputes (article 79 of the GAC)

Disagreements and disputes resulting from the execution of this Contract may be settled amicably.

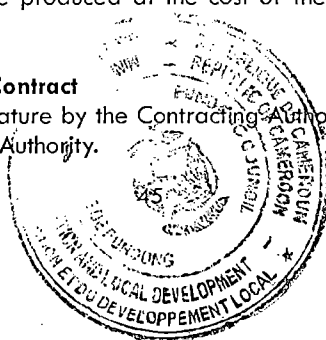
Where no amicable solution can be found for a disagreement, it is brought before the competent court in the North-West Region of the Republic of Cameroon.

Article 49: Production and dissemination of this Contract

Twenty (20)] copies of this Contract shall be produced at the cost of the Contractor and furnished to the Contract Manager.

Article 49 and last: Entry into force of the Contract

This Contract shall be final only upon its signature by the Contracting Authority. It shall enter into force as soon as it is notified to the Contractor by the Contracting Authority.



INTRODUCTION.

This specification aims to define the mode of execution of work to be done following the norms and approved standards, according to the documents of the Contract.

The choice of technological options for achieving the proposed work has the sole concern to ensure a better functionality of facilities in compliance with safety rules for the protection of property and persons. It has been established as a guide to clarify and supplement the guidance of the estimate and drawings notwithstanding the terms of the Contract.

B-MODE OF EXECUTION OF WORK

General:

For all construction arteries medium voltage, single-phase or three-phase sub-stations, MV/LV, LV single-phase and three-phase lines, generator house, thermal electricity production, and security measures and environmental protection to be observed, they must conform to the requirements, laws, decrees, orders, standards, norms and Publications in force in Cameroon and for management of the electricity sector. In default the texts will be applied in this order:

- The recommendations of the International Electro-technical Committee (IEC Publication);
- The European standards CEN-CENELEC (EN);
- The French AFNOR standards;
- The decision of 2 April 1991 laying down the Technical Conditions to be satisfied by the distribution of electricity, published in the Official Gazette of the French Republic on May 4, 1991;
- Circular No. 78-79 of 6th July 1978 on the implementation of the Decree of May 26, 1978'
- Standards Approved French NFC;
- French UTE standards and in particular;
- C 10-100;
- C 10 - 101;
- C 10 - 200;
- Any other norms recognized in the system (ISO).

All these rules may be modified under the responsibility of the Administration in charge of electricity to reflect local conditions, knowing that the works will be built to suit the conditions defined NONIw:

- Average temperature: 35° C
- Humidity correspondent: 98 %
- Extreme temperature (indoor):
- The Minimum + 10°C;
- Max + 50° C;
- Exceptional speed winds 180 km / h;
- Normal speed winds 5 to 35 km/h

Wooden poles shall conform to the standard UPDEA.

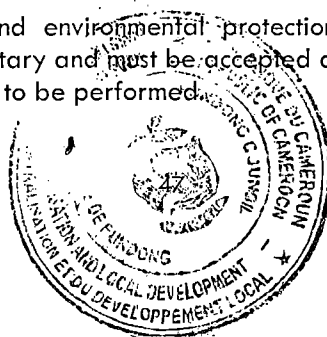
* Specific case of mini and micro diesel power plants:

They are part of the internal electrical installations for power up to 100 KW (125 KVA). It will often consist of compact units with low voltage three-phase output or separate elements with a low voltage general control board, transformer, three-phase MV outlet.

Documents:

The Works will be performed according to the following documents;

- The technical offer of the bidder (detailed technical definition of the consistency of the work and execution plans,) approved and completed by the project owner
 - The attached cost estimates;
 - The general administrative terms and conditions applicable to works Contracted on behalf of State;
 - The various international standards recognized in the system (ISO) and may apply to the environment and economic climate of Cameroon;
 - The local power authority, safety and environmental protection regulations applicable in Cameroon;
- The Contract documents are complementary and must be accepted as a whole. They explain and complement each other in order to define the works to be performed.



- 602013: Making a grounding type C, provided with cable straight and level including;
 - A cable 29 mm² bare copper in trench 0.5 × 0.80 of length equal to 2 × 15m;
 - A copper fitting;
 - 602017: Full equipment of a post on post-17 single-phase 25 KVA, 17.32 KV/231V with a land type 2BH;
- The transformer should be new and tested in one of the ENEO testing Centers.

BT NETWORK SINGLE PHASE OR THREE-PHASE

Low voltage lines will be built on simple 9m wooden posts spaced 45m apart, with 4×25mm² twisted cable for the Single-phase and 3×50mm²+1NP+EP preassembled cable for Three-phase. In case of mixed network MV/LV, the materials will be 11 m poles spaced apart with a maximum distance of 45 meters.

The cables will be assembled in pairs and connected to the terminals of the combined protection in order to build a cable round trip, so it is electrically 2 × 25mm² a cable, which allows for long lines in the order of 2 to 3km from the MV / LV.

The works to be done;

- 603001: Supply and installation of alignment support;
- 603002: Supply and installation of anchoring clamp;
- 603003: Supply and installation of all IT D76 4 connections;
- 603004: Supply and installation of anchor arms BORØ12L including a hook 250, an anchoring clamp 27 or AFU PE3 (PE25);
- 603005: Providing and laying stringing 4x25 mm² Alu twisted cable;
- 603007: Grounding type C cable will work cable, compound cable numbered from 0 and 1;
- 603008: Supply and planting simple wooden poles 9m class C;
- 603009: Supply and planting twin wooden poles 9m class C;
- 6030010: Supply and planting of struted wooden poles 9m class C;
- 6030011: Supply and fitting end cap on retractable cable pre-assembled or twisted;

HOUSEHOLD CONNECTIONS

This is to cover aerial connections two or four wires. The work involved will include;

- 701001: Connecting household 2 wire 220V;
- 701003: Connecting aerial 2 wire 2 220 V counter or 4'wire- 220/380V counter.

Clearing and pruning

It involves the, cutting and clearing of trees in urban and rural areas, including bushes with opening of transects 10 meters in width.

THE DELIVERIES AND HANDLING

The transportation of material and its handling from the place of supply to the construction site including distribution of wooden poles to their holes

GENERATOR HOUSE

Installed power for BT three-phase, the house will be built with local materials (brick stabilized earth) or sheet aluminum in accordance with the conditions of environmental protection and in accordance with plans approved by the Administration in charge of electricity.

GENERATOR

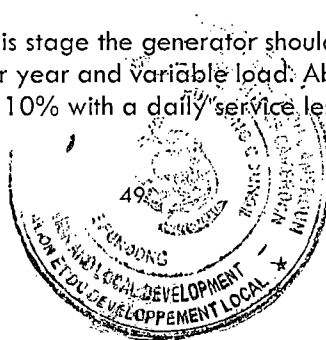
a) Description and characteristics

- Diesel suitable power range meets the needs of the electrification of remote areas;
- Control panel and accessories to control the operation;
- Alternator excitation device and control systems;
- Control and monitoring electrical cabinet equipment;
- Common Chassis and its cabinet, adapted to working conditions.

b) Types of uses:

- Continuous operation during 24/24. At this stage the generator should not be subject to overload;
- Continuous operation limited to 3500h per year and variable load. Ability to operate 24/24 during certain periods Possibility of transient overload of 10% with a daily service less than or equal to 12 hours

c) Voltage supplied;



Poteaux bois 11m/1	1500 DAN	2250 DAN	60° à 90°	H/10 + 0.5	7,95m	10m	Calage à la pierre sèche
-----------------------	-------------	-------------	-----------	------------	-------	-----	-----------------------------

✓ DIMENSIONNEMENT DES OUVRAGES.

Transformateurs

La puissance demandée est de $P = 54,1$ KVA. Compte tenu des pertes dans les réseaux et le degré de charge d'un transformateur normalisé à 80% cette puissance appelée est de 64,8 KVA soit un transformateur monophasé de 25 KVA.

Cependant, le présent projet prévoit de satisfaire dans un premier temps, uniquement la demande en énergie domestique d'une partie de la population du secteur et il aura un transformateur monophasé de 25KVA.

La desserte en BT-Mono du reste de la Communauté se fera à la suite du présent projet par extension à la demande des populations bénéficiaires.

Coupe-circuits

Les normes prévoient pour le réseau monophasé de plus de 500mètres des coupe-circuits :
Un au point de dérivation et un autre au niveau du transformateur.

PROTECTION DU RESEAU ET NORMALISATION.

Ces deux préoccupations doivent être prises en compte aux raccordements au réseau ENEO, car cette société insiste sur l'aspect normalisation des équipements et des installations électriques avant tout branchement sur son réseau. Cette normalisation vise surtout à protéger et à sécuriser les installations, ainsi qu'à assurer la fourniture d'une énergie de qualité aux consommateurs.

Les recommandations faites dans le cadre de la présente étude sont conformes aux normes en vigueur. Il faudra simplement veiller à leur respect et à l'acquisition du matériel électrique répondant à ces normes.

Ces préoccupations justifient les recommandations majeures ci-après :

- Pose d'un coupe-circuit à expulsion au point de raccordement et à chaque transformateur pour isoler des tronçons de réseau en cas de problèmes ;
- Pose d'un poteau jumelé à chaque arrêt de ligne et chaque dérivation ;
- Utilisation des poteaux normalisés de 11mètres pour les lignes MT et mixtes ; 9mètres pour les tronçons BT simples ;
- Pose d'équipement de mise à la terre en arrêt des lignes, sur chaque poteau-transformateur et sur chaque poteau entourant un transformateur ;
- Câble almélec 1×34 mm² pour la ligne moyenne tension et câble torsadé 4× 25 mm² en aluminium pour le transport BT.
- Les poteaux sont implantés selon le schéma normalisé.

Ligne moyenne tension et ligne mixte.

* Poteau simple (S) de 11mètres avec isolateur suspendu et équipement d'ancrage, pour alignement droit et angle jusqu'à 10° ;

* Poteau jumelé (J) de 11mètres avec isolateur suspendu et équipement d'ancrage, pour angle entre 60° à 90° ;

Ligne basse tension

* Poteau simple (S) de 9mètres avec console de suspension et pince d'alignement, pour alignement droit et angle jusqu'à 10° ;

* Poteau jumelé (J) de 9mètres avec console de suspension et pince d'alignement, pour angle 10° et 45° et pour dérivations (≥ 90°).

MATERIELS POUR LA MISE EN ŒUVRE DU PROJET.

En conformité avec les normes utilisées au Cameroun, les différents types d'assemblage pour le réseau électrique, sont listés dans le tableau ci-après :

1. POTEAU SIMPLE 11mètres EN ALIGNEMENT DROIT (angle jusqu'à 25°)

Code MT-101
Elément

Quantité



Petits accessoires (attache, boulon, plaquette galvan, rondelle)	1
--	---

8. POTEAU CONTREFICHE 9mètres EN ANGLE VERTICAL (angle de 10° à 45°)

Code	BT-303	
Elément		Quantité
Console d'ancrage		2
Pince d'ancrage		2
Petits accessoires (attache, boulon, plaquette galvan, rondelle)		3
Ferrure de contrefichage en acier galvanisé		1

9. POTEAU JUMELE 9mètres DE DERIVATION BT

Code	BT-304	
Elément		Quantité
Console d'ancrage		1
Pince d'ancrage		1
Petits accessoires (attache, boulon, plaquette galvan, rondelle)		2
Console de suspension		1
Pince d'alignement		1

10. POTEAU JUMELE 9mètres EN ARRET BT

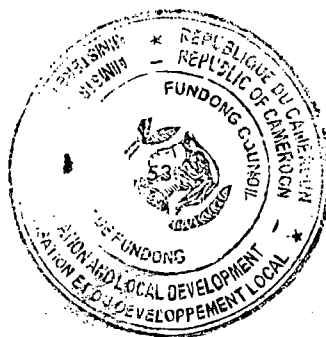
Code	BT-305	
Elément		Quantité
Console d'ancrage		1
Pince d'ancrage		1
Petits accessoires (attache, boulon, plaquette galvan, rondelle)		2
Capuchons		6
Ceinture de fixation		1

11. MISE A LA TERRE

Code	BT-306	
Elément		Quantité
Conducteur en cuivre 29 m		1
Connecteur à griffes		1
Crampe de fixation		2
Feuillard de 20 mm		1
Protecteur mécanique		1
Raccord de dérivation alu-cuivre		1
Tube isolant		1
Piquet terre		1

12. RACCORDEMENT AU RESEAU MT EN ALIGNEMENT (sur transformateur MTN)

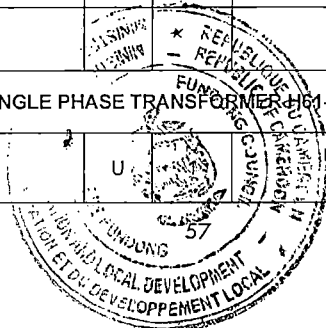
Code	MT-106	
Elément		Quantité
Crochet d'ancrage type queue de cochon 14×450		1
Isolateurs à 3 éléments (suspendu horizontalement)		1
Pince de renvoi		1
Console de tête		1
Isolateur en verre renforcé		1
Petits accessoires (attache, boulon, plaquette galva, rondelle)		2
Coupe-circuit à expulsion		1
Bras incliné bis		1



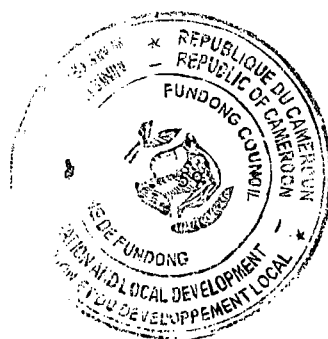
Document N°. 6
SCHEDULE OF UNIT PRICES



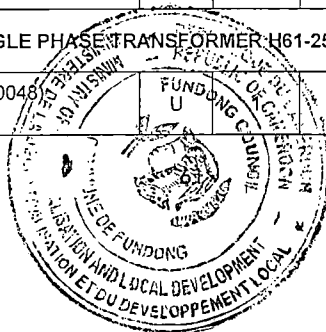
207	S & F Chain of three insulator (Code 601002)	U	8				
208	S & F Spindle (Code 601004)	U	11				
209	S & F Warning plates DM (Code 601005)	U	11				
210	S & F Number plate + Numbering (Code 601006)	U	11				
211	S & Stringing 34.4 mm ² Almelec cable (Code 601011)	LM	519.8				
212	S & F LV Alignment support (Code 603001)	U	8				
213	S & F LV Anchoring clamp (Code 603004)	U	8				
214	S & F Stringing 4x25 mm ² twisted cable (Code 601011)	LM	544.5				
215	S & F Set of four LV line taps (3504035)	U	4.0				
216	Electrical caps with retractable ends (Code 603011)	U	2				
217	Type C earth plug (Code 603007)	U	3				
	Sous Total 200						
300	LV SINGLE PHASE LINE						
301	Pegging (Code 10000)	KM	1.98				
302	Excavation of holes (Code 100001)	M ³	19				
303	S & F LV Alignment support (Code 603001)	U	30				
304	S & F LV Anchoring clamp (Code 603004)	U	30				
305	S & F Single 9m wooden poles class C (Code 603008)	U	29				
306	S & F twin 9m wooden poles class C (Code 603009)	U	15				
307	S & F Set of four LV line taps (3504035)	U	10				
308	S & F Number plate + Numbering (Code 601006)	U	44				
309	S & F Stringing 4x25 mm ² twisted cable (Code 601011)	LM	2178.0				
310	Electrical caps with retractable ends (Code 603011)	U	5				
311	S & I complete eneo subscription and connection set with a single phase meter (ref 22 009 050001)	U	1				
312	Type C earth plug (Code 603007)	U	10				
	Sous Total 300						
400	SINGLE PHASE TRANSFORMER H61-25KVA 17.32KV/B2						
401	S & F 25KVA Transformer (Ref 22 001 050048)	U					



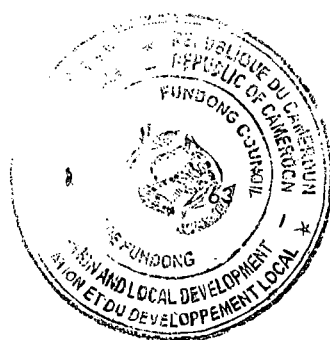
Document N°. 7
BILL OF QUANTITIES AND ESTIMATES



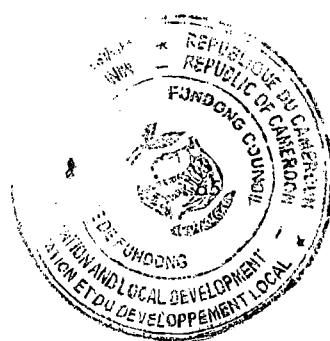
207	S & F Chain of three insulator (Code 601002)	U	8					
208	S & F Spindle (Code 601004)	U	11					
209	S & F Warning plates DM (Code 601005)	U	11					
210	S & F Number plate + Numbering (Code 601006)	U	11					
211	S & Stringing 34.4 mm ² Almelec cable (Code 601011)	LM	519.8					
212	S & F LV Alignment support (Code 603001)	U	8					
213	S & F LV Anchoring clamp (Code 603004)	U	8					
214	S & F Stringing 4x25 mm ² twisted cable (Code 601011)	LM	544.5					
215	S & F Set of four LV line taps (3504035)	U	4.0					
216	Electrical caps with retractable ends (Code 603011)	U	2					
217	Type C earth plug (Code 603007)	U	3					
	Sous Total 200							
300	LV SINGLE PHASE LINE							
301	Pegging (Code 10000)	KM	1.98					
302	Excavation of holes (Code 100001)	M ³	19					
303	S & F LV Alignment support (Code 603001)	U	30					
304	S & F LV Anchoring clamp (Code 603004)	U	30					
305	S & F Single 9m wooden poles class C (Code 603008)	U	29					
306	S & F twin 9m wooden poles class C (Code 603009)	U	15					
307	S & F Set of four LV line taps (3504035)	U	10					
308	S & F Number plate + Numbering (Code 601006)	U	44					
309	S & F Stringing 4x25 mm ² twisted cable (Code 601011)	LM	2178.0					
310	Electrical caps with retractable ends (Code 603011)	U	5					
311	S & I complete eneo subscription and connection set with a single phase meter (ref 22 009 050001)	U	1					
312	Type C earth plug (Code 603007)	U	10					
	Sous Total 300							
400	SINGLE PHASE TRANSFORMER H61-25KVA 17.32KV/B2							
401	S & F 25KVA Transformer (Ref 22 001 050048)	U						



Document N°. 8
SCHEDULE OF SUB-DETAIL OF PRICES



Document N°. 9
MODEL CONTRACT



Between:

The Government of the Republic of Cameroon, represented by _____ hereinafter referred to the "Contracting Authority"

On the one hand,

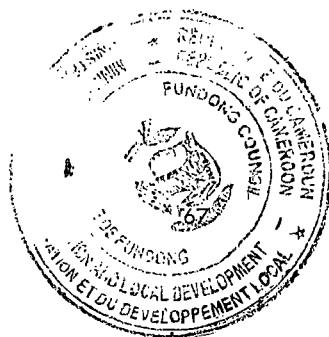
And

_____(enterprise)
P.O. Box _____ Tel: _____ Fax: _____
Business Registry No. _____
Taxpayer's No. _____

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

On the other hand,

Agree on the following:



Page _____ and last of Contract N° _____ JO/ **FUNDONG COUNCIL/FCITB/2021** OF
2021

Awarded after OPENED NATIONAL INVITATION TO TENDER N° ____/ONIT/ **FUNDONG**
COUNCIL/FCITB/2021 OF ____/____/2021 FOR THE RURAL ELECTRIFICATION OF **FUNDONG** VILLAGE IN
FUNDONG SUB DIVISION, BOYO DIVISION

With _____,

For the execution of _____ works

EXECUTION DEADLINE _____ (_____) months

Amount of Contract in CFA F:

IAT	
EVAT	
VAT (19.25)	
AIR (2.2 or 5.5 %)	
Net to be paid	

Read and accepted by the Contractor

(place of signature) _____ (date)

Signature of Contracting Authority

(place of signature) _____ (date)

Registration

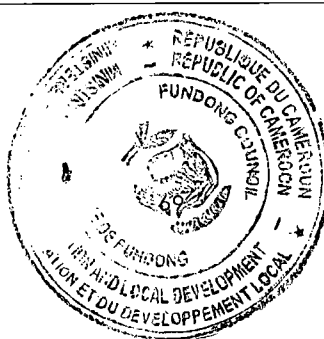


TABLE OF MODELS

- Annex N° 1: Model of declaration to Tender
- Annex N° 2: Model Bid
- Annex N° 3: Model Bid Bond
- Annex N° 4: Model Final Bond
- Annex N° 5: Model Retention fund (Guarantee Retention)
- Annex N° 6: Schedule framework
- Annex N° 7: Model attestation of site visit
- Annex N° 8: Model site visit report
- Annex N° 9: Model table of reference
- Annex N° 10: Model table of equipment



Annex N° 2: MODEL BID

I the undersigned,(indicate the name and capacity of signatory)
Representing the company or enterprise or group with head office at
..... registered in the trade register of Under the number

Having taken cognizance of all the documents featured or mentioned in the Tender file: tender N°
____/ONIT/ **FUNDONG COUNCIL/FCITB/2021** of For the Electrification of **FUNDONG VILLAGE**
IN FUNDONG SUB DIVISION, BOYO Division

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

- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File;
- Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices reveal the amount of the tender at (in figures and words) FCFA exclusive of VAT and at (in figures and in words) FCFA inclusive of all taxes.
- I pledge to execute the works within a deadline of months.
- I pledge to maintain my offer for a duration of **Ninety (90)** days from the deadline of submission of tenders;

The Contracting Authority shall pay the sums due for this Contract by crediting Account N°:.....
opened in Bank Branch.

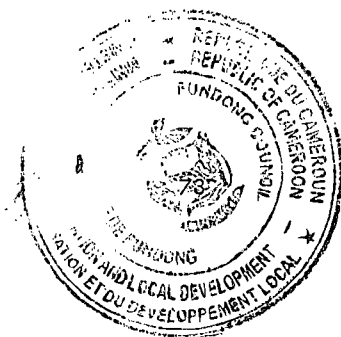
Prior to the signing of the Contract, this tender accepted by you shall constitute an agreement between us.

Done at

Signature of

In the capacity of

Duly authorized to sign the tenders on behalf of
.....



Annex N° 4: MODEL FINAL BOND

Bank:

Reference of the Bond N°:

Addressed to The Mayor of **FUNDONG** Council "Contracting Authority"

Whereas (Name and address of Contractor) hereinafter referred to "the Contractor",
pledge, in execution of the Contract, to carry out the works of the Electrification of **FUNDONG VILLAGE IN
FUNDONG SUB DIVISION**, Boyo Division

Whereas it is stipulated in the Contract that the Contractor shall furnish the Contracting Authority a final bond
of two percent (2%) of the amount of the Contract as security for compliance with the Contractor's performance
obligations in accordance with the Contract.

Whereas we have agreed to provide the Contractor with this guarantee;

We, (name and address of bank),

Represented by (name of signatories)

hereinafter referred to as "the Bank", and we pledge to pay to the Contracting Authority within a maximum
deadline of eight (8) weeks upon his simple written request declaring that the Contractor has not fulfilled his
contractual obligations, without being able to defer the payment nor raise any contest for whatever reason,
the sum of (in letters and in words).

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

This bond shall enter into force upon signature. It shall be released within thirty (30) days from the date of
the Provisional Reception of the works.

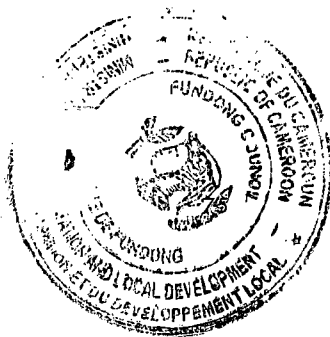
After this date the caution shall no longer be valid and shall be returned to us without any request on our part.

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

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

Signed and authenticated by the bank at on

[signature of the bank]



ANNEX N° 6: SCHEDULE FRAMEWORK

Note on the presentation of schedules

The quantities, daily outputs, the duration of execution of works and the slowdowns or even the due interruptions must be clearly brought out in the schedules.

The financial schedules resulting from the schedules of works must indicate month by month, the estimated amounts of the detailed accounts of works by item and cumulatively by taking into account the incidence of rainy seasons for the basic solution and possibly variant solution.



Annex N° 8: MODEL SITE VISIT REPORT

INTRODUCTION

TENDER N°

NAME OF THE ENTERPRISE:

DATE:

COMMENTARY

Nature of the project site:

Accessibility to the project site:

Vegetation:

Topography of the site:

AVAILABILITY OF SERVICES

AVAILABILITY OF MATERIALS

DIFFICULTIES

CONCLUSION

Signature of the contractors' engineer



Annex N° 10: MODEL TABLE OF EQUIPMENT

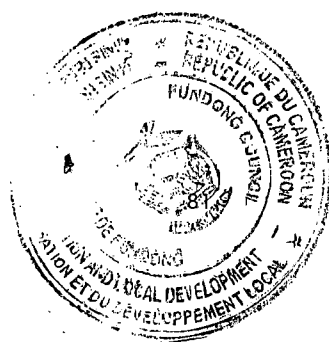
**LIST OF EQUIPMENT AND MATERIALS AVAILABLE FOR THE
(project name).....**

N°	DESIGNATION OF THE EQUIPMENT	DERDMINMAPRIPTION, MARK	AGE AND STATE	NUMBER AVAILABLE	OWNER OR NOT

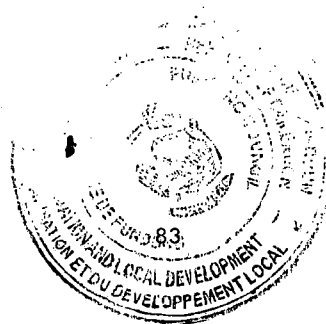
DONE ONAT

Mr.....

SIGNATURE



Document N°. 11
PRELIMINARY STUDIES



Document N°.12

**LIST OF BANKING ESTABLISHMENTS
AND FINANCIAL BODIES AUTHORISED
TO ISSUE BONDS FOR PUBLIC
CONTRACTS**

EVALUATION GRID

**Opened National Invitation to Tender N° ____/ONIT/ FUNDONG COUNCIL/FCITB/2021 OF ____/____/2021
FOR THE RURAL ELECTRIFICATION FUNDONG VILLAGE IN FUNDONG SUB DIVISION, BOYO DIVISION**

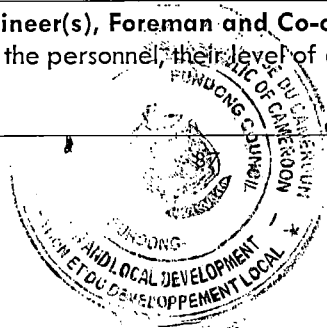
ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION	YES OR NO
A.1	Certified Copy of the Business Registration, not more than three months old.	
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder).	
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.	
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.	
A.5	Purchase receipt of Tender File issued by Public treasury	
A.6	A bid bond of 659 250 CFA (SIX HUNDRED AND FIFTY NINE THOUSAND TWO HUNDRED AND FIFTY CFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions	
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)	
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.	
A.9	A valid Certificate of imposition certified by the chief of center for taxation	
A.10	Business License (photocopy certified by the chief of center of Taxes, not more than three months).	
A.11	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.	
A.12	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.	
A.13	Power of attorney if necessary	
A.14	Plan and attestation of localization of Company signed by the Chief of Taxation	
A.15	Attestation of non faillite	

The absence or the nonconformity of the one of these documents will result to the elimination of the offer

The second Internal Envelope shall be labeled <<ENVELOPE B: TECHNICAL DOCUMENT>> and shall contain the following:

EVALUATION GRID OF TECHNICAL BID		
EVALUATION CRITERIA AND SUB-CRITERIA		
YES		NO
ESSENTIAL CRITERIA		
<ul style="list-style-type: none"> General presentation of the Tender document 		
<ul style="list-style-type: none"> - Presence of intermediary separating papers - Pages are numbered - Document is spirally bound - Visa and Signed copy of Special Technical Conditions - Visa and Signed copy of Particular Administrative Conditions (Jobbing Order) 		
<ul style="list-style-type: none"> Personnel of the Enterprise [Engineer(s), Foreman and Co-ordinator.] 		
<ul style="list-style-type: none"> - Detailed technical note on the quality of the personnel, their level of education as well as their experience in the domain of electricity 		
Engineer:		



ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.
C1	A submission letter, signed, dated and stamped.(see ANNEX 3)
C2	Completed and signed frame work of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)
C4	Sub details of unit prices

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 37/43 (85%) of the essential criteria taken in account.

The Contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **37/43 (85%)** of the essential criteria.

Eliminatory criteria

- Absence or non-conformity of an element in the administrative file;
- Deadline for delivery higher than prescribed;
- False declaration or falsified documents;
- Absence or insufficient bid bond;
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- Incomplete financial file.
- Non respect of 37/43 (85%) of essential criteria
- Change of quantity or unit
- Non completion of any project in the previous year in the Country and suspended by MINMAP in 2017

Essential criteria

- General presentation of the Tender Files;
- Financial capacity;
- References of the company in similar achievements;
- Quality of the personnel;
- Technical organization of the works;
- Safety measures on the site;
- Logistics;
- Attestation and report of site visit;
- Special Technical Clauses initialed in all the pages;
- Special Administrative Clauses completed and initialed in all the pages.

11. Main qualification criteria

The criteria relating to the qualification of candidates could be indicative on the following:
The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

This evaluation will be done in a purely positive way (**yes**) or negative (**no**) with an acceptable minimum from at least **37/43 (85%)** of the essential criteria taken in account.

The Contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **37/43 (85%)** of the essential criteria.

