

FC: 12993/24/SAS/GOV/CAR/NW

DAO

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE L'ADMINISTRATION TERRITORIALE

REGION DU NORD OUEST

SERVICES DU GOUVERNEUR

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

MINISTRY OF TERRITORIAL ADMINISTRATION

NORTH WEST REGION

OFFICE OF THE GOVERNOR

NORTH WEST REGIONAL TENDER'S BOARD

OPEN NATIONAL INVITATION TO TENDER

TENDER FILE

OPEN NATIONAL INVITATION TO TENDER
No. 002 /ONIT/NWRTB/GOV-NWR OF 28 /05 /2024 FOR THE
INSTALLATION OF A SOLAR SYSTEM, AT THE REGIONAL
DELEGATION of ECONOMY, PLANNING AND REGIONAL
DEVELOPMENT (MINEPAT), NORTH WEST.

PROJECT OWNER: REGIONAL DELEGATE OF MINEPAT
DELEGATED CONTRACTING AUTHORITY: GOVERNOR OF THE NORTH WEST REGION

FINANCING: PUBLIC INVESTMENT BUDGET OF MINEPAT- 2024

AUTHORIZATION NUMBER: IZ01909
IMPUTATION: 58 22 024 04 441616 524112

FINANCIAL YEAR 2024

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Document No. 1
Tender Notice

TENDER NOTICE
OPEN NATIONAL INVITATION TO TENDER
No 002 /ONIT/NWRTB/GOV-NWR OF 28 63 /2024

**FOR THE INSTALLATION OF A SOLAR SYSTEM AT THE REGIONAL DELEGATION
OF THE ECONOMY, PLANNING AND REGIONAL DEVELOPMENT (MINEPAT),
NORTH-WEST**

FUNDING : PIB MINEPAT 2024

Lot:	Location of project	Amount of project	Amount of bid bond	Cost of tender file :
SINGLE	REGIONAL DELEGATION MINEPAT NORTH WEST	15 000 000F CFA	300,000FCFA	25,000F CFA

1. Subject of the invitation to tender

Within the framework of 2024 Public Investment Budget, The Governor of the North West Region, Delegated Contracting Authority, hereby launches an Open National Invitation to Tender for the installation of a solar system at the Regional Delegation MINEPAT, North-West Region.

2. Nature of Work

The work to be done consists of the installation of a solar system at the Regional Delegation MINEPAT, North-West Region.

3. Execution deadline

The maximum deadline provided by the Delegated Contracting Authority for the execution of the works forming the subject of this Invitation to tender is three (03) Months.

4. Estimated cost

The estimated cost after preliminary studies is 15,000,000 (Fifteen million) FCFA all taxes inclusive

5. Participation

Participation is open under the same conditions to all Cameroonian companies and business concerned that have proven experience in the field of Renewable Energy and Electrical Engineering

6. Financing

Works which form the subject of this Invitation to Tender shall be financed by MINEPAT Public Investment Budget, imputation No 58 22 024 04 441616 524112

7. 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 No. 12 of the Tender File, of an amount of 300,000 (three hundred thousand) Francs CFA and valid for thirty (30) days beyond the date of validity of bids

8. Consultation of the tender file

The file may be consulted during working hours at the Governor's Office, Contract Award Service, as soon as this notice is published, Room 108, Tel 652 582 344/ 233 361 941

9. Acquisition of the tender file

The file may be obtained from the Governor's Office North West Region Room 108, as soon as this notice is published against the payment of the sum of **25 000** (Twenty five thousand) Francs CFA, payable at a Public Treasury, representing the cost of purchasing the Tender File

10. Presentation of the tender file

The tender file in three (03) volumes shall be enclosed in three sealed envelopes.

- Envelope A containing the administrative documents (Volume 1);
- Envelope B containing the technical offer (Volume 2);
- Envelope C containing the financial offer (Volume 3).

The three volumes shall then be enclosed in a single sealed envelope bearing only the reference of the tender in question. The different documents of each offer shall be numbered as indicated in the tender and separated by dividers of the same colour.

11. Submission of the tender file

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 Governor's Office for North-West in Bamenda Room 108, not later than 30/04/2024 at 10:00 am noon local time and should carry the inscription:

***"Open National Invitation to Tender,
FOR THE INSTALLATION OF A SOLAR SYSTEM AT THE REGIONAL DELEGATION
MINEPAT, NORTH-WEST***

«To be opened only during the bid opening session »

The offers or the bids submitted after the stipulated deadline shall not be received.

12. Admissibility of bids

The bids not respecting the separation mode of the financial bid from the administrative and technical bids shall be rejected.

Any bid not in conformity with the prescription of this tender notice and tender file shall be declared inadmissible. Especially the absence of a bid bond of a first-rate bank approved by the Ministry of Finance and valid for a period of thirty (30) days shall be rejected.

Least they are rejected, only the originals or certified true copies by the issuing service or administrative authorities of the administrative documents are accepted. They must obligatorily not be older than three (03) months and must be valid during the bid opening session.

13- Opening of bids

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the 30/04/2024 at 11: 00am local time, in the conference hall of the Governor office, 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.

14. Evaluation of the bids

The evaluation of the bids shall be done in three (03) steps:

- 1st step: Verification of the conformity of the administrative file;
- 2nd step: Evaluation of the technical file;
- 3rd step: Analysis of the financial file.

The criteria of evaluation are the following:

14.1-Eliminatory criteria

- Absence of BID BOND;
- Non-respect of 48 hours given for the absence or non-conformity of an element other than Bid Bond in the administrative file
- False declaration or falsified documents;
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- Non-compliance with the Tender model
- Incomplete financial file;
- Absence of a quantified unit price;
- Modification of quantity
- Non-respect of 75% of essential criteria;
- Name of company suspended by MINMAP in 2023
- Financial Capacity below two third of the estimated cost

14.2 - Essential criteria:

The evaluation of the technical offers would be based on the criteria outlined below. It shall be done in the following manner positive (YES) or negative (NO) with an acceptable minimum of 75% of the essential criteria taken into account

The technical offer of the bidder shall be assessed along the following lines:

S/N	Designation	MARKS
01	General Presentation of the offer: Document spirally bound, colour sheets separation, table of content, presentation of documents in the order given in this tender file, quality of document.	01
02	Quality of Requested staff: Qualifications, experience of personnel affected to the project, CV, NIC and attestation of availability signed and dated.	05
03	Technical equipment/material affected to the project: The company should justify the property of the necessary material to the execution of works.	01
04	Reference of the enterprise: in Renewable energy/electrical or similar works for the past three years: <ul style="list-style-type: none"> ▪ -Minimum two (02) contracts registered (1st and last page) ▪ -Minimum two (02) reception PVs corresponding to the attached contracts 	02
05	Presence of the methodology of work execution	04
06	Presence of the pre-financing capacity	01

The note of the technical offer will be gotten by addition of marks for every criteria. Only the technical with equal or superior note to 75% of YES will be kept for the financial evaluation.

15. Award of the Jobbing order

The Jobbing Order will be awarded to the bidder who would have proposed the offer with the lowest feasible amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 75% of the essential criteria. Pursuant to justification by bidder, unconvincing abnormally low costing will not be accepted spelled out in the Special Regulations of the invitation to tender of this consultation

16. Period of validity of bids

The bidders shall remain committed to their bids during a period of (ninety) 90 days from the deadline set for the submission of bids.

17. Complementary information

Complementary technical information may be obtained during working hours from the Governor's Office for the North West Region in Bamenda Room 108, Telephone Tel 652 582 344 / 233 361 941.

Done at Bamenda on 28 MARS 2024

The Governor of the North West Region
(The Delegated Contracting Authority)

Copies:

- RD MINMAP North West
- RD MINEPAT North West
- ARMP BAMENDA
- Chairperson of NWRTB
- Notice Board
- File/archive



FOR THE GOVERNOR
AND BY DELEGATION
THE SECRETARY GENERAL

Saidouna Ali
Administrateur Civil Principal

AVIS D'APPEL D'OFFRES
AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N° **007** /AONO/MINAT/GOVNO/CPMPRNO/BIP/2024 DU **29** /03/2024 POUR
**L'INSTALLATION D'UN SYSTEM DE L'ENERGIE SOLAIRES A LA DELEGATION
REGIONALE D'ECONOMIE, DE LA PLANNIFICATION ET DE L'AMENAGEMENT DU
TERRITOIRE (MINEPAT) DU NORD-OUEST**
FINANCEMENT : BIP 2024

Lot:	Lieu du Projet	Montant du Projet	Montant caution provisoire	Montant d'achat du DAO :
UNIQUE	DELEGATION REGIONALE MINEPAT NORD OUEST	15 000 000F CFA	300 000F CFA	25 000F CFA

1 Objet de l'Appel d'Offres

Dans le cadre de l'exercice budgétaire 2024, le Gouverneur du Nord-Ouest, Autorité Contractante délègue lance un Appel d'Offres National Ouvert pour les travaux de **L'INSTALLATION D'UN SYSTEM DE L'ENERGIE SOLAIRES A LA DELEGATION REGIONALE DE MINEPAT DU NORD-OUEST**

2.- Consistance des travaux

Le travail a faire consiste à l'installation d'un system de l'énergie solaires a la Délégation Régionale de MINEPAT Région du Nord-Ouest

3. Délais d'exécution

Le délai maximum prévu le Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de trois(03) mois

4. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de quinze million (15 000.000) FCFA

5.- Participation

La participation est ouverte à l'égalité de conditions à toutes les sociétés et entreprises de droits camerounais ayant une expérience avérée dans le domaine des bâtiments, installation d'un system de l'énergie solaires et du génie civil en général.

6.- Financement

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Publics MINEPAT du Cameroun de l'exercice 2024, sur la ligne d'imputation budgétaire No 58 22 024 04 441616 524112

7.- Consultation du dossier d'Appel d'Offres

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables au service du Gouverneur, porte 108 du Tél. Tel 652 582 344/ 233 361 941 dès publication du présent avis

8.- Acquisition du dossier d'Appel d'Offres

Le dossier peut être obtenu aux heures ouvrables au u service du Gouverneur du Nord-Ouest, Chambre 108 dès Publication du présent avis, contre présentation d'une quittance de versement au Trésor Public de la somme non remboursable de F CFA 25 000 (vingt cinq mille)

9.- Présentation des offres

Les documents constituant chaque offre sont repartis en trois (03) volumes ci-après contenus dans une enveloppe fermée et scellée dont :

- L'enveloppe A contenant les pièces administratives (volume 1),
- L'enveloppe B contenant l'offre technique (volume 2),
- L'enveloppe C contenant l'offre financière (volume 3).

Les offres ainsi présentées seront placées sous simple enveloppe, fermée et scellée portant uniquement la mention de l'Appel d'Offres en cause. Les différentes pièces de chaque offre seront numérotées dans l'ordre du DAO et séparées par des intercalaires de même couleur.

10.- Remise des Offres

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, devra parvenir contre récépissé à la Gouverneur, Service de Passation des Marchés Public Tél 233 36 28 29 au plus tard le 30/04/2024 à 10h00, heure locale et devra porter la mention suivante

:Appel d'Offres National Ouvert

**N° 002 /AONO/GOVNO/CPMPRNO/BIP/2024 DU 28 /03 2024 POUR L'INSTALLATION
D'UN SYSTEM DE L'ENERGIE SOLAIRES A LA DELEGATION REGIONALE DE
MINEPAT DU NORD-OUEST**

« A n'ouvrir qu'en séance de dépouillement. »

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

11.- Recevabilité des offres

Les offres ne respectant pas le mode de séparation de l'offre financière, des offres administratives et techniques seront irrecevables.

Toute offre non conforme aux prescriptions du présent avis et du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances, valable pendant 30 jours au-delà du délai de validité des offres.

Sous peine de rejet, les autres pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative, datant de moins de trois (03) mois et valide le jour de l'ouverture des plis.

12.- Ouverture des offres

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu le 30/04/2024 à 11h00, heure locale, dans la salle de conférence de du service du Gouverneur, par la Commission de Passation de Marchés siégeant en présence des

soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

13.- Cautionnement Provisoire (Garantie de soumission)

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie, selon le modèle indiqué dans le dossier d'Appel d'Offres, par une banque de premier ordre agréée par le Ministère des Finances et dont la liste figure en annexe d'un montant égal à 300 000 (trois cent milles) francs CFA

Le cautionnement provisoire sera libéré d'office au plus tard (20) jours après l'expiration de la validité des offres pour les soumissionnaires n'ayant pas été retenus. Dans le cas où le soumissionnaire est attributaire de la lettre commande, le cautionnement provisoire sera libéré après constitution du cautionnement définitif.

14.- Evaluation des Offres

L'évaluation des offres se fera en trois (03) étapes :

- 1^{ère} étape : Vérification de la conformité du dossier administratif de chaque soumissionnaire ;
- 2^{ème} étape : Evaluation des offres techniques ;
- 3^{ème} étape : Analyse des offres financières.

Les critères d'évaluation des offres sont les suivants :

14.1-Critères éliminatoires

Les offres seront évaluées selon les principaux critères suivants :

- 1- Absence d'une caution de soumission;
- 2- Non-respect de 48hrs pour l'absence ou non-conformité d'un dossier administratif
- 3- Fausses déclarations ou pièces falsifiées;
- 4- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;
- 5- Non-conformité du montant et du model de soumission
- 6- Offres financière incomplète,
- 7- Absence d'un prix unitaire quantifié ;
- 8- Modification des quantités
- 9- Le non-respect de 75% des critères essentiels ;
- 10-Entreprise suspendue par le MINMAP en 2023
- 11-Situation financière inférieur au deux tiers du cout prévisionnel.

14.2 - Critères essentiels

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

- 1- Présentation générale de l'offre ;
- 2- Références de l'entreprise dans les réalisations similaires ;
- 3- Qualité du personnel ;
- 4- Organisation technique des travaux ;
- 5- Sécurité au chantier ;
- 6- Moyens logistiques ;
- 7- Attestation et rapport de visite du site signé par l'entrepreneur ;
- 8- Cahier des Clauses Techniques Particulières paraphé à chaque page une signature dans la dernière page ;
- 9- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page et une signature dans la dernière page.

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

Critères essentiels

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

N°	Désignation	Nombre de point
1	Présentation générale de l'offre : Reliure, Intercalaire de couleur et page de garde, Présentation de toutes les pièces dans l'ordre prescrit, Qualité du document.	01
2	Qualité du personnel : Qualifications, expérience du personnel affecté au projet, CV, CNI et attestation de disponibilité daté et signé.	05
3	Moyens techniques et matériels affectés au projet : L'entreprise devra justifier la propriété du matériel nécessaire à l'exécution des travaux.	01
4	Références de l'entreprise : Dans les énergies renouvelables/électricité ou travaux similaires au cours des trois dernières années <ul style="list-style-type: none">▪ minimum deux contrats enregistrés (première et dernière page) ;▪ minimum deux PVs de réception correspondant aux contrats joints	02
5	La présence de la Méthodologie d'exécution des travaux	04
06	La présence de la Capacité de préfinancement	01

La note de l'offre technique sera obtenue par addition des points pour chaque critère. Seule l'offre technique ayant obtenue une note égale ou supérieure à **75% du OUI** sera à l'évaluation financière.

15.- Attribution de la lettre commande

La lettre commande sera attribuée au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, et qui a présenté l'offre évaluée la moins-disante et techniquement qualifiée, conformément à l'article 99 du Code des Marches Publics.

16.- Délai de validité des offres

Les soumissionnaires restent engagées par leurs offres pendant une période de quatre -vingt -dix (90) jours, à compter de la date limite fixée pour la remise des offres.

17.- Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la Service du Gouverneur du Nord-Ouest Chambre 108 Tel 652 582 344/ 233 361 941.

Fait à BAMENDA, le **28 MARS 2024**
Le Gouverneur de la Région du Nord-Ouest
(Autorité Contractante Déléguée)

Ampliations :

- ☐ RDMINMAP DU NORD OUEST;
- ☐ RDMINEPAT DU NORD-OUEST;
- ☐ ARMP ;
- ☐ Présidents CPM ;
- ☐ Affichage.
- ☐ Chrono/archive



**FOR THE GOVERNOR
AND BY DELEGATION
THE SECRETARY GENERAL**

Saidouna Ali
Administrateur Civil Principal

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

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GENERAL RULES OF THE INVITATION TO TENDER

A. General

Article 1: Scope of the tender

1.1 The Delegated Contracting Authority as defined in the Special Regulations of the Invitation to Tender hereby launches an Open National Invitation to tender for the construction of the works described in the Tender File and briefly described in the Special Regulations.

1.2 The bidder retained or the preferred bidder must complete the works within the time-limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Service Order.

1.3 In this Tender File, the term "day" means a calendar day.

Article 2: Financing

The source of financing of the works forming the subject of this Invitation to Tender shall be specified in the Special Regulations.

Article 3: Fraud and corruption

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

- a) The following definitions shall be admitted:
 - i) Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
 - ii) Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;
 - iii) "Collusive practices" shall mean any form of agreement between two or among several bidders (whether the Delegated Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;
 - iv) "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.
 - b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.
- 3.2 The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

Article 4: Candidates allowed to compete

Generally, the Invitation to Tender is addressed to all entrepreneurs, subject to the following provisions:

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

- i) 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
 - ii) Presents more than one bid within the context of Invitation to Tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
 - iii) The Delegated 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 Delegated Contracting Authority or Project Owner.

Article 5: Building materials, materials, supplies, equipment and authorised 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:
- (a) submit a power of attorney making the signatory of the bid bond by the bidder; (if Necessary)
 - (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:
- (a) 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;
 - (b) The bid and the contract must be signed in a way that is binding on all members of the group;
 - (c) The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form;
 - (d) The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Delegate Contracting Authority with regard to the execution of the Contract;
 - (e) In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-contracting.
- 6.3 Bidders must equally present sufficiently detailed proposals to demonstrate that they comply with the technical specifications and execution time-limits set in the Special Regulations of the Invitation to Tender.

6.4 Bidders requesting to benefit from the margin of preference must furnish all the necessary information to prove that they satisfy the eligibility criteria set in article 33 of the General Regulations of the Invitation to Tender.

Article 7: Visit of works site

7.1 The bidder is advised to visit and inspect the site and its environs and obtain by himself and under his own responsibility, all the information which may be necessary for the preparation of the bid and the execution of the works. The related cost of the visit of the site shall be borne by the bidder.

7.2 The Project Owner shall authorise the bidder and his employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his employees and agents free the Project Owner, his employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss or material damages, costs and fees incurred from this visit.

7.3 The Project Owner may organise a visit of the site of the works during the preparatory meeting to establishing the bids mentioned in article 19 of the General Regulations of the Invitation to Tender.

B. Tender File

Article 8: Content of Tender File

8.1 The Tender File describes the works forming the subject of the contract, sets the consultation procedure of contractors and specifies the terms of the contract. Besides the addendum (addenda) published in accordance with article 10 of the General Regulations of the Invitation to Tender, it includes the following documents:

- Document No. 1. The tender notice;
- Document No. 2. The General Regulations of the Invitation to Tender;
- Document No. 3. The Special Regulations of the Invitation to Tender;
- Document No. 4. The Special Administrative Conditions;
- Document No. 5. The Special Technical Conditions;
- Document No. 6. The schedule of unit prices;
- Document No. 7. The bill of quantities and estimates;
- Document No. 8. The sub details of unit prices;
- Document No. 9. Model documents of the contract:
 - a. The execution schedule;
 - b. Model of forms presenting the equipment, personnel and references;
 - c. Model bidding letter;
 - d. Model bid bond;
 - e. Model final bond;
 - f. Model of bond of start-off advance;
 - g. Model of guarantee in replacement of the retention fund;
 - h. Model contract;

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

- a. 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 authorised to issue bonds for public contracts to be inserted by the Delegated 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 Delegated Contracting Authority in writing or by electronic mail (fax or e-mail) at the Delegated Contracting Authority's address indicated in the Special Regulations of the Invitation to Tender and send a copy to the Project Owner. The Delegated 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 Delegated 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 Delegated Contracting Authority and to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

9.4 The Delegated 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 Delegate 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.

10.3 In order to give bidders sufficient time to take account of the addendum in the preparation of their bids, the Delegated 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 Delegated 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 bid as well as any correspondence and any document exchanged between the bidder and the Delegated Contracting Authority shall be written in English or French. Complementary documents and the forms provided by the bidder may be written in another language on condition that a precise translation into either English or French of the passages concerning the bid is included; in which case for reasons of interpretation, the translation shall be considered to be authentic.

Article 13: Constituent documents of the bid

13.1 The bid presented by the bidder shall include the documents detailed in the Special Regulations of the Invitation to Tender, duly filled and put together in three volumes:

a. Volume 1: Administrative file

It includes:

all documents attesting that the bidder:

- has subscribed to all declarations provided for by the laws and regulations in force;
- paid all taxes, duties, contributions, fees or deductions of whatever nature;
- is not winding up or bankrupt;
- is not the subject of an exclusion order or forfeiture provided for by the law in force;

ii) The bid bond established in accordance with the provisions of article 17 of the General Regulations of the Invitation to Tender;

- iii) the written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of Invitation to Tender.

b. Volume 2: Technical bid

B.1 Information on qualifications

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

B.2 Methodology

The Special Conditions of the Invitation to Tender specifies the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the works and specifying the organisation and programme which the bidder intends to put in place or use to execute the works (installations, schedule, Quality Assurance Plan (QAP), sub-contracting, attestation of visit of the site, where necessary, etc.).

B.3 Proof of acceptance of conditions of the contract

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

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

B.4 Commentaries (optional)

A commentary on the technical choices of the project and possible proposals

c. Volume 3: Financial bid

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

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

- a) 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.
- b) 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. The bidder shall draw the unit prices of the price schedule and the prices of the bill of quantities and estimates in the following manner:

- (a) The prices of inputs necessary for the works which the bidder intends to procure in the Delegated Contracting Authority's country shall be in currency of the Delegated Contracting Authority's country specified in the Special Regulations and called "national currency";
- (a) The prices of inputs necessary for works which bidder intends to procure out of the Delegated Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.

15.4 The Delegated Contracting Authority may request the bidders to explain the needs in national and foreign currencies and to justify that the amounts included in the unit and total prices and indicated in annex to the bids are reasonable; to this end, a detailed statement of their needs in foreign currencies shall be furnished by the bidder.

15.5 During the execution of the works, most of the foreign currency to be paid as part of contract may be revised by mutual agreement between the Delegated Contracting Authority and the entrepreneur in a way as take account of any modification in the foreign currency needs within the context of the contract.

Article 16: Validity of bids

16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Delegated Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Delegated Contracting Authority as not being in compliance.

16.2 Under exceptional circumstances, the Delegated Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid nor shall he be authorised to do so.

16.3 Where the contract does not include a price revision clause and that the period of validity of bids is extended by more than sixty (60) days, the amounts payable to the bidder retained

shall be updated by application of the related formula featuring in the request for extension that the Delegated Contracting Authority addressed to bidders. The updating period shall run from the date of overrun of sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of works by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation of bids.

Article 17: Bid bond

- 17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his bid.
- 17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Delegated Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Delegated Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.
- 17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.
- 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:
- (a) 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;
 - i) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
 - ii) 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) below, bidders wishing to offer technical variants must first assess the basic solution of the Delegated Contracting Authority as described in the Tender File and furnish in addition all the information which the Delegated 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 Delegated 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 authorised 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 Delegated Contracting Authority at least one week before the meeting. The Delegated

- 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) below.
- 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 Delegated 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.
- 19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of bids shall not be a reason for disqualification.

Article 20: Form and signature of bid

- 20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated "**ORIGINAL**". In addition, the bidder shall submit the number required in the General Regulations, bearing "**COPY**". In case of discrepancy, the original shall be considered as authentic.
- 20.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialled by the signatory (ies) of the bid.
- 20.3 The bid shall be bearing no modification, suppression or alteration unless such corrections are initialled by the signatory (ies) of the bid.

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

- 21.1 The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes "**ORIGINAL**" and "**COPY**", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.
- 21.2 The external and internal envelopes:
- a) Should be addressed to the Delegated Contracting Authority at the address indicated in the Special Regulations;
 - b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "**TO BE OPENED ONLY DURING THE BID-OPENING SESSION**" as specified in the Special Regulations.
- 21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Delegated Contracting Authority return the sealed bid if it is late in accordance with article 23 and 24 of the General Regulations.
- 21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Delegated Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

Article 22: Date and time-limit for submission of bids

- 22.1 The bids must be received by the Delegated Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations.
- 22.2 The Delegated Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 10 of the General Regulations. In this case, all the rights and obligations of the Delegated Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 23: Late bids

Any bid received by the Delegated Contracting Authority beyond the deadline for the submission of bids in accordance with article 22 of the General Regulations shall be declared late and consequently rejected.

Article 24: Modification, substitution and withdrawal of bids

- 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 Delegated 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 unopened.
- 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 competent 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 opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "**Replacement bid**" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of 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 opened 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 opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [in case of opening of financial bids] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Delegated 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 opened 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 copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialled copy of the bids presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copies to the body in charge of the

regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.
The Independent Observer attaches to his report the sheet that was handed to him, including any related commentaries or observations.

Article 26: Confidential nature of the procedure

- 26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.
- 26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Delegated Contracting Authority in its award decision may lead to the rejection of his bid.
- 26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Delegated Contracting Authority for reasons having to do with his bid may do so in writing.

Article 27: Clarifications on the bids and contact with the Delegated Contracting Authority

- 27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.
- 27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

Article 28: Determination of compliance of bids

- 28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.
- 28.2 The Evaluation sub-committee shall determine if the bid is essentially in compliance with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- 28.3 A bid that complies with the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:
- i) which substantially limits the scope, quality or realisation of the works;
 - ii) which substantially limits, contrary to the Tender File, the rights of the Delegate Contracting Authority or his obligations in relation to the contract;
 - iii) 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 Delegated 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:

(a) 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.

(b) 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

(c) 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.

32.2 By evaluating the bids, the Evaluation Sub-committee shall determine for each bid the evaluated amount of the bid by rectifying the amount as follows:

a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;

b) By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.

c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;

d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.

e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;

f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to Tender is launched simultaneously for several lots.

g) If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Delegated Contracting Authority in the Special Regulations.

32.3 The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of bids.

- 32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Delegated Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

Article 33: Preference granted national bidders

National contractors shall benefit from a margin of national preference during the evaluation of bids as provided for in the Public Contracts Code.

Article 34: Award

- 34.1 The Delegated Contracting Authority shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates
- 34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest bid shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.
- 34.3 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

Article 35: The right by the Delegated Contracting Authority to declare an Invitation to Tender unsuccessful or cancel a procedure

The Delegated Contracting Authority reserves the right to cancel a procedure of Invitation to Tender after the authorisation of the Minister Delegate at the Presidency in charge of Public Contracts where the bids have been opened or to declare an invitation to Tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

Article 36: Notification of award of the contract

Before the expiry of the validity of the bids set in the Special Regulations, the Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated Contracting Authority has a deadline of seven (7) days to sign the contract from the date of acceptance 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 Delegated 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.

**DOCUMENT No. 3: SPECIAL REGULATION OF THE
INVITATION TO TENDER (SRIT)**

Special regulations of the Invitation to Tender

References of the General regulations	General
1.1	<p>Definition of works: The present jobbing order concerns THE INSTALLATION OF A SOLAR SYSTEM AT THE REGIONAL DELEGATION MINEPAT, NORTH-WEST The description of the detailed work consistency is found in the special technical clauses which form an integral part of this Jobbing Order.</p> <p>Name and Address of the Delegated Contracting Authority: The GOVERNOR OF NORTH WEST REGION Reference of the invitation to tender N° . /ONIT/NWRTB/GOV-NWR OF / /2024</p>
1.2	Execution deadline: three (03) months
2.1	<p>Source of financing Works which form the subject of this Invitation to Tender shall be financed by the 2024 Public Investment Budget of MINEPAT , budget head No 58 22 024 04 441616 524112</p>
4.1	List of pre-qualified candidates, not applicable
5.1	Preference is given here to local materials, supplies and equipment i.e. made in Cameroon pending their conformity to technical norms.

6.1 Evaluation criteria

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

A. Eliminary criteria

1. Absence of BID BOND;
2. Non-respect of 48 hours given for the absence or non-conformity of an element other than Bid Bond in the administrative file
3. False declaration or falsified documents;
4. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
5. Non-compliance with the Tender model
6. Incomplete financial file;
7. Absence of a quantified unit price;
8. Modification of Quantity
9. Non-respect of 75% of essential criteria;
10. Name of company suspended by MINMAP in 2023
11. Financial Capacity below two third of the estimated cost

B. Essential criteria

- 1- General presentation of the Tender Files;
- 2- References of the company in building construction;
- 3- Quality of the personnel;
- 4- Technical organization of the works;
- 5- Safety measures on the site;
- 6- Logistics;
- 7- Attestation and report of site visit signed by the Contractor;
- 8- Special Technical Clauses initialed in all the pages and signed at the end;
- 9- Special Administrative Clauses completed and initialed in all the pages and signed at the end.

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 75% 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 75% of the essential criteria.

7. LANGUAGE OF THE BIDS:

The offer like any correspondence and all documents concerning the tender, exchanged between the renderer and the Project Owner will be written in French or English. The complementary documents and the printed papers form provided by the Bidder can be written in another language in condition of being accompanied by a precise translation in French or English; in which case and for purposes of interpretation of the offer, the translation will be taken.

8. PRESENTATION OF THE TENDER

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

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

8.1 External envelope.

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

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

"Open National Invitation to Tender,
N° _____/ONIT/GOVNW/NWRTB/PIB/2024 OF ____ / ____ / 2024
FOR THE INSTALLATION OF A SOLAR SYSTEM AT THE REGIONAL
DELEGATION MINEPAT, NORTH-WEST.

«To be opened only during the bid opening session »

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

8.2 Internal envelopes

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

The first internal envelope shall be labeled;

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

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
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 treasury
A.6	A bid bond of 300,000 (three hundred thousand) FCFA 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	Business License (photocopy certified by the chief of center of Taxes, not more than three months).
A.10	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.
A.11	Attestation of fiscal conformity
A.12	Plan of Attestation of localization of company stamped and signed
A.13	A group agreement if necessary
A.14	Power of attorney if necessary

The absence or the nonconformity of one of these documents (except Bid Bond) not replaced within 48 hours will result to the elimination of the offer

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

TECHNICAL DOCUMENT

1	List of key site personnel Bidders must undertake to have employed or to employ, before the start of works, competent technical staff, (attach to each staff a CV dated and signed by the candidate, a certified copy of the technical diploma, attestation of presentation of original and an attestation of availability dated and signed by the candidate, certified true copy of NIC) notably.		
I)	A works director who should be a Renewable Energy, Electrical or Rural Engineer with at least 5 years' experience in the domain of Renewable Energy, Electrical Engineering or similar works		
II)	A foreman (or several if necessary) with at least the level of Renewable Energy /Electrical/ Rural Engineering Technician (A/L in Renewable Energy engineering) with at least 5 years' experience in the domain of solar energy installation, electrical works or similar works.		
III)	And team leaders		
A	Electricity works, GCE O/L Technical in electricity works or its equivalent (CAP electricity) With at least 5 years' experience in the domain of electricity and similar works		
2	List of equipment List of performance equipment the bidder intends to use on site using the form presented in the Tender File. The contractor shall justify the ownership or hiring and the State of the equipment necessary for the performance of the work.		
I)	Legalized Registration document (pickup truck or van, manual compactor, vibrator and concrete mixer etc.).		
II)	Invoices dated for safety equipment (major equipment) and a list of small construction equipment or assorted tools signed by the head of the company.		
3	References Experience of the company, in similar works in the last three (03) years. The bidder must justify its professional experience by presenting certified true copies of jobbing orders (front and last pages) and minutes of provisional acceptance or final reception and related contracts, and jobbing orders).		
4	Work Methodology Technical notes on the methodology and the execution of works with photographs of site.		
	The bidder will produce a technical note dated and signed on the last page providing all the following information:		
I)	The mode of execution of the works,		

II)	The planning of intervention, the expected output		
III)	Supply of materials/ site equipment,		
IV)	Measures of safety and protection of the environment;		
V)	Administrative and technical organization of the enterprise.		
VI)	Measures of maintenance during the guarantee period.		
5	Self-financing capacity		
	An attestation of credibility issued by the same Bank that issued the bid bond.		
6	CCTP duly initialed on each page, signed by the enterprise and dated on the last page.		

(c) Financial documents (in envelope-C)

It shall contain:

1. The bid letter (tender form) itself, according to the model attached, stamped at the rate in force, signed and dated.
2. The unit price schedule duly completed, with an indication of the unit price excluding VAT in words and in figures.
3. Detail quantities and cost estimated of work completed.
4. The sub-details of prices according to the model attached

N.B. The different documents should be separated by coloured separators in the original as well as in the copies to facilitate their examination.

Bid currency and settlement	
1.	The value of the contract shall be in national currency (FCFA). The amount of the bid, the unit prices, the Bill of quantities and sub detailed of unit prices shall be entirely in CFA FRANCS in the following manner:
2.	Prices will be entirely settled in CFA FRANCS. Any bidder, who wants to engage expenditures in other currencies for the execution of the work, will indicate in an annex to his submission, the percentage of the amount of the offer required to cover the needs in foreign currencies, without exceeding a maximum of three currencies of Member countries of the institution financing the contract.
3.	The exchange rates used by the bidder to convert its offer in national currency will be the rate of the day of the deposition of the bids. This exchange rate will be applied for any payment in respect of the contract, so that no foreign exchange rate risk is supported by the successful bidder.
	The contract prices are firm and non-revisable.
Preparation and submission of bids	
1.	The bidders shall remain committed to their bids during a period of (ninety) 90 days from the deadline set for the submission.
2.	Provisional Guarantee (Bid bond): 300,000 (Three hundred thousand) FCFA.
3.	The bids are for the execution period of 03 months. The evaluation method is specified below and in the General Administrative clauses.

Submission of bids

Each offer or bid drafted in English or French in seven (07) copies including the original and six (06) copies marked as such in accordance with the prescriptions of the tender file should be submitted against a treasury receipt at the Governor's Office Room 108 not later than __/__/2024 at 10a.m local time and should carry the inscription:

*"Open National Invitation to Tender,
N° ____/ONIT/GOVNW/NWRTB/PIB/2024 OF ____/____/2024
FOR THE INSTALLATION OF A SOLAR SYSTEM AT THE REGIONAL
DELEGATION MINEPAT, NORTH-WEST
«To be opened only during the bid opening session »*

Opening of the bids

The opening of the bids will be in one (1) stage. The opening of Administrative, technical and financial documents shall take place on the __/__/2024 in the Governor's Conference hall by the competent tenders' board.

Only bidders or their duly mandated representatives with a perfect knowledge of their offer shall attend this opening session.

Representatives of bidders will have to sign a form stating their presence at the opening of tenders.

Clarification on the bids

To better understand the bids, the Regional Tender's Board has flexibility to seek for clarification from the bidders. The request for clarification and the response will be done in writing. No change of the offer price will be requested, proposed or authorized.

Examination of bids

The tenders' board shall examine the bids to determine if they are complete, if the required guarantees have been provided, if the documents were produced following the Tender File requirements, whether they contain calculation errors and if the bids are generally in good order. Any calculation errors will be corrected on the following bases:

- If there is a calculation error, the total price will be corrected on the basis of the unit price.
- If there is a contradiction between the price in words and the price in figures, the price in word will govern.
- If there is a contradiction between the amount in the unit price in the bill of quantities and estimates, and the unit price breakdown (sub-detail), the amount in the unit price break down shall govern.

Evaluation and comparison of bids

The technical subcommittee shall evaluate and compare the bids which were previously found substantially responsive to the conditions of the present invitation to tender. This evaluation will exclude and will not take into consideration any price variation clauses included in the submission.

The evaluation of the bids shall be done in three (03) steps:

- 1st step: Verification of the conformity of the administrative file;
- 2nd step: Evaluation of the technical file;
- 3rd step: Evaluation of the financial file.

Essential criteria

The non-validation of all the following criteria shall result in a systematic rejection of the offer, that is:

a) The company's references:

Experience of the company, in similar works in the last three (03) years. The bidder must justify its professional experience by presenting certified true copies of jobbing orders (front and last pages) and minutes of provisional acceptance or final reception and related contracts, and jobbing orders.

(b) Essential equipment

Essential equipment that the contractor should make available for the contract (registration documents, purchase receipt) shall be the following: 4 x 4 pickup vehicle or van for the transportation of personnel and other materials, concrete mixer, manual compactor and a Vibrator.

9. The qualification of site personnel:

A Works Director having the qualification and experience of at least five years in similar works and volume and occupying the same position to be assigned for (attached certified copy of certificate of at least a Renewable Energy, Electrical or a Rural Works Engineer or its equivalents, CV, presentation of original and attestation of availability signed by candidate.

A site Foreman with the qualification and experience of at least five (5) years in similar works and volume and occupying the same position (attached a certified copy of certificate at least a Renewable Energy /Electrical or Rural Engineering technicians or equivalents in Renewable Energy/Electrical or Rural Engineering, CV, presentation of original and attestation of availability sign by candidate).Bac F3 or Advanced Level in Electrical engineering can also be considered.

And team leaders or builders.

(d) The methodology of intervention and execution of work:

The company will produce a technical note dated and signed on the last page providing information about:

- i. The mode of execution of the works.
- ii. The planning of intervention, the expected output.
- iii. The supply of materials or site equipment.
- iv. Measures of safety and protection of the environment.
- v. Administrative and technical organization of the enterprise.
- vi. Measures of maintenance during the guarantee period
- vii. Administrative and technical organization of the enterprise.

E.The self-financing capacity:

An attestation of financial credibility issued by the same Bank as for the bid bond (access to a credit or of other financial facilities to ensure the gross margin of self-financing necessary for the duration of the contract.)

The available amount must be at least equal to 2/3 of the value of the works of the contract.

7.4.1. 3 Other criteria

General presentation of bids:

Bidders must submit bids legible and in accordance with the models of attachments in annexes.

7.4.1. 4 Evaluation Grid

General presentation of bids: Bidders must submit bids legible and in accordance with the models of attachments in annexes.

Evaluation Grid

(a) References of the company in Renewable energy/electrical or similar works for the past three years:

- Minimum two (02) contracts registered (1st and last page).....Yes/no.
- Minimum two (02) reception PVs corresponding to the attached contractsYes/no.

(b) Equipment

- Proof of a concrete mixer in good operating conditionYes/no.
- Proof of Hand tools.....Yes/no.
- Proof of manual compactor/vibrator in good operating conditionYes/no.
- Proof of a vehicle (Pick up 4 x 4 or truck)Yes/no.

c. Qualification of site personnel

- Organizational Chart of the enterpriseYes/no.
- Organizational Chart of site with commentsYes/no.

Works Director: Renewable energy, electrical or Rural Engineer

(at least a Renewable Energy, Electrical or a Rural Works Engineer)

- Diploma of work Director certified.....Yes/no.
- Attestation of presentation of the originalYes/no.
- CV signed and dated by works Director.....Yes/no.
- Certified true copy of National Identity Card.....Yes/no.
- Attestation of availability dated and signed.....Yes/no.

Site foreman: Renewable energy/electrical or Rural Engineering technician or Bacc F4/F3/F2 (A/L in electrical, solar engineering)

- Certified copy of certificate of Foreman.....Yes/no.
- Attestation of presentation of the originalYes/no.
- CV signed and dated by site foreman.....Yes/no.
- Certified true copy of National Identity Card.....Yes/no.
- Attestation of availability dated and signed.....Yes/no.

Team leader solar energy installations, electrical works: Renewable energy/electrical or Rural Engineering technician or Bacc F4/F3/F2(A/L in civil, solar, electrical engineering)

- Certified copy of certificate of Foreman.....Yes/no.
- Attestation of presentation of the originalYes/no.
- CV signed and dated by site foreman.....Yes/no.
- Certified true copy of National Identity Card.....Yes/no.
- Attestation of availability dated and signed.....Yes/no.

d. The methodology of intervention and execution of work

- Attestation of site Visit.....Yes/no.
- Site Visit reportYes/no.
- Detailed technical note on the organization and execution of works.....Yes/no.
- Planning of execution of works.....Yes/no.
- Coherence in the planning of execution of worksYes/no.
- Respect of the duration of work.....Yes/no.
- Description of safety measures at the building site.....Yes/no.
- Description of the socio - environment measures for the site protection.....Yes/no.
- Coherence in the execution of worksYes/no.
- Coherence in the organization of the site.....Yes/no.
- Technical proposalYes/no.
- Measures of maintenance during the guarantee period.....Yes/no.
- CCTP duly initialed on each page, signed and dated on the last page.....Yes/no.

- The bidders will use for this purpose the documents and models envisaged in the Tender Documents, subject to the provisions of Article 19.2 of the RGAO concerning the other possible forms of bid bond.
- The various parts of the same file must be separated with colour guides form as well in the original as in the copies, so as to facilitate its examination

Supply price

ARTICLE 8: Currency of payment

This Open 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 300,000(Three hundred thousand)FCFA

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.

The guarantee period shall be one (01) year to run from the date of the provisional acceptance of the works.

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 N°
/ONIT/GOVNW/NWRTB/PIB/2024 OF ____ / ____ / 2024
FOR THE INSTALLATION OF A SOLAR SYSTEM AT THE REGIONAL
DELEGATION MINEPAT, NORTH-WEST.

«To be opened only during the bid opening session »

ARTICLE 13: Date and latest time of deposit of offers

The offers will have to arrive under closed fold and seal latest _____ at 10.am by mail registered with acknowledgement of delivery or by deposit against receipt to the following address: The service of the Delegated Contracting Authority, The Governor of the North West Region. Beyond this time no offer will be received nor accepted.

ARTICLE 14: Opening of the tenders

The opening of the folds will be carried out in the conference room of Governor's on _____ as from 11.am, by the Governor's Internal Tender Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

AWARD OF THE CONTRACT

ARTICLE 15: Award of the contract

The Tenders Board will propose to the Delegated Contracting Authority to award the contract to the bidder who will have presented the offer with the lowest realistic offer, essentially conforming to the regulations the Tender File, having satisfied to **100% of all the eliminatory criteria and at least 75% of the essential criteria** taken into account.

The decision carrying attribution of the contract will be published by way of press release or any other means of publication of use in the Administration.

If the contract passed on the basis of technical alternative suggested by the bidder, the contracting authority reserves the right to introduce all the provisions there allowing him to guarantee itself against the real overrun costs of the alternative compared to his estimate of origin. In the absence of these last precise details, any additional charge due to an alternative will be inadmissible.

To this end, it is specified that a bidder cannot claim to be compensated, if it is not taken action on his offer.

The Delegated Contracting Authority reserves the right not to take action on an Invitation to Tender, if it did not obtain a proposal which appears acceptable to him.

COMMENCEMENT OF WORK:

Before the commencement of work the Contractor must be installed on the site by the following:

- ❖ The Delegated Contracting Authority or his representative,.....Chairperson
- ❖ The Authorizing Officer or his representative..... Member
- ❖ The Project Engineer, Regional Delegate for MINEE NW or his representative;.....Secretary
- ❖ The RD MINMAP for North West or his representative;..... Observer
- ❖ The Contract Manager, Chief of Infrastructure at MINEPAT.....Member
- ❖ The Stores Accountant MINEPAT NWRMember
- ❖ The Contractor..... Member

Document No 4
SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

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CHAPTER I: GENERALITIES

ARTICLE 1: Subject of the Jobbing order

The jobbing order has as subject **THE INSTALLATION OF A SOLAR SYSTEM AT THE REGIONAL DELEGATION MINEPAT, NORTH-WEST.**

ARTICLE 2: Procedure of the award of the jobbing order

The present jobbing order is awarded after an Open National Invitation to tender, following procedures laid down for the award of public contracts in Cameroon.

ARTICLE 3: Definitions and attributions (CCAG article 2).

1.1. General definitions (cf. Code)

- ✓ The **Delegated Contracting Authority** shall be the Governor of the North West; in this respect he preserves the original documents relating to the Jobbing Order and transmits copies to the Public Contract Regulatory Agency.
- ✓ The **project owner** shall be the Regional Delegate of Economy Planning and Regional Development for the North West.
- ✓ The **PROJECT ENGINEER** shall be the **REGIONAL DELEGATE OF WATER RESOURCES AND ENERGY FOR THE NORTH WEST** In this capacity, he shall follow up the execution of the said project He shall take care of the regular follow-up of work at the site.
- ✓ The **Contract Manager** shall be the **Chief of Infrastructure at MINEPAT.**, charged with the daily **MONITORING AND EVALUATION** project and report to the Delegated Contracting Authority and other related services
- ✓ The **Contractor** shall be *[to be specified]*.

3.1 Security

This Contract may be used as a security subject to any form of transfer of the debt.
In this case:

- The authority in charge of ordering payment shall be the Regional Delegate of MINEPAT NORTH WEST (Authorizing Officer).
- The authority in charge of the clearance of expenditures shall be the **Regional financial controller.**
- The Service in charge of payment shall be the Bamenda **REGIONAL TREASURY- NWR.**
- The official competent to furnish information within the context of execution of this Contract shall be the Regional Delegate of Water Resources and Energy for North West.

ARTICLE 4: Language, law, and regulation

4.1. The language used during the submission is either English or French,

4.2. The laws and regulations are the laws and regulations in force in Cameroon;

4.3. The Contractor undertakes to observe laws, regulations, and order in force in the Republic of Cameroon, and as well in its own organization in the implementation of the contract. If in Cameroon, these laws, regulations, administrative and fiscal obligations in force are changed after the signature of the contract, the eventual costs will be borne by the contracting parties.

ARTICLE 5: Constituent Parts of the Jobbing order (CCAG article 4).

The constituent parts of this contract are in order of priority:

- The letter of undertaking;
- The letter of submission corrected eventually;
- The special administrative Clauses (CCAP);
- The special Technical Clauses (CCTP);
- The unit price schedule;
- The bill of estimates and quantities;
- The unit price break down;
- The duly approved work plans;
- The Planning of the work (the work schedule).
- The bids of the contractor;
- The tender file;

ARTICLE 6: General applicable texts

- This jobbing order is subject to the following General texts of law
- The special General administrative Clauses (CCLS);
- The law N° 96/12 of 05 August 1996 on the management of environment;
- The texts governing the trade;
- Decree No. 2008/377 of 12/11/2008 fixing the attributions of Heads of Administrative Units, its organization and the functioning of their services;
- The Decree N° 2018/366 of 20 June 2018 to institute the Public Contracts Code;
- Decree n° 2001/048 of 23 February 2001 relating to the setting up, Organization and functioning of the Public Contracts Regulation Agency ARMP.
- Decree n° 2003/65/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- Order N°093/CAB/PM of 5 November 2002 to fix the amount of the bid bond and the purchase fees for tender files;
- Order N°22/CAB/PM of 02 February 2011 to lay down conditions for the recruitment of individual consultants;
- Order N°23/CAB/PM of 02 February 2011 to lay down conditions for the implementation of request for quotation;
- Circular No. 004/CAB/PM of 30 December 2005 relating to the application of the Public Contracts Code;
- Circular No. 003/CAB/PM of 18 April 2008 relating to the observance of the rules governing the award; execution and control of Public Contracts;
- Circular No. 002/CAB/PM of January 31, 2011 on the improvement of the performance of the Public Contracts system;
- Circular No. 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;
- Arrête N°0205/A/MINMAP of 03 July 2018 relating to the creation of Divisional Tenders' Boards;
- Decree N°2012/076 of 08 march 2012 to amend and supplement certain provisions of decree N°2001/048 of 23 February 2001 relating to the creation, organization and functioning of the Public Contracts Regulatory Agency(ARMP);
- Circular N°001/CAB/PR of 19 June 2012 on the award, the control of execution of public contracts;
- The circular N° 00000026/C/MINFI of 29/12/2023 on instructions relating to the execution of the finance law, the control and the follow up of the execution of the State Budget, Administrative, Public Establishment, of Councils and State Organizations for the 2023 Financial Year;
- Unified Technical Documents (DTU) for building works;
- The Norms in force in the Republic of Cameroon;
- The CCTP;
- Order No 00002/MINEPDED of 08th February 2016 stating the format of terms of reference and the content of an Environmental Impact Notice (EIN).
- Other texts specific to contracting fields.

ARTICLE 7: COMMUNICATION (CCAG article 2 and 10).

7.1. All Communications within the framework of this contract shall be written and notifications sent to the following address:

- a) In the case where the contractor is the addressee: Sir/Madam.....
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the province in which the work was done;

- b) In the case where the Delegated Contracting Authority is the addressee: The Regional Delegate of Public Contracts for North West Region with copies addressed to the Chief of Service and the Engineer.

7.2. The contractor shall address all written notifications or correspondences to the Engineer with a copy to the Chief of Service.

ARTICLE 8: Service Order (CCAG article 8).

8.1. The different service orders will be established and notified. The administrative service order to start work will be signed by the Delegated Contracting Authority and notified to the contractor by the project owner with copies to the Contract Manager, and the Contract Engineer.

8.2. On the proposal of the project owner, service orders having an incidence on the subject, the amount on delay in the execution of the contract will be signed by the Delegated Contracting Authority and notified by the project owner to the contractor with copies to the contract manager and the contract engineer.

8.3. Technical service orders on technical issues concerning the execution of the contract will be signed by the contract manager and notified to the contractor by the contract engineer with copies to the Delegated Contracting Authority.

8.4. Service orders on warning notices will be signed by the project owner and notified by his services to the contractor with copies to the Delegated Contracting Authority and the Contract Engineer.

8.5. Service orders on suspension and restart of works because of unforeseen circumstances will be signed by the Delegated Contracting Authority and notified by his services to the contractor with copies to the Contract Manager and the Contract Engineer.

8.6. Service orders concerning remedial actions during the guarantee period will be signed by the Contract Manager on the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.

8.7. The contractor has fifteen (15) days to issue reservations on any service order received. The fact of issuing reservations does not prevent the contractor to execute the service orders received.

8.8. The Delegate Contracting Authority has the right to notify service orders signed by him that are to be notified by the project owner in case this is done within 30days. Beyond this deadline, the Delegated Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.

ARTICLE 9: Contractor's Equipment and Personnel (CCAG article 15).

9.1. **Personnel:** In his bid the contractor engaged to mobilize human and material resources necessary for the proper execution of the works in conformity with the standards and norms in force in Cameroon, and according to the stipulations of the CCAP/CCTP. All these personnel should be effectively present on site up to the end of works. The contract was awarded on the basis of an elaborated list of equipment and personnel requested by the Delegated Contracting Authority

Within fifteen (15) days following the notification of the administrative service order to commence works, the contractor should obligatorily designate on the approval of the contract engineer the works director, the works foreman endowed with powers of representation and decision to manage the site. Any modification of the technical bid can only take place after a written approval to the contract engineer.

In case of any modification, the contractor shall replace any personnel with one having the same qualification, experience and competence or with appropriate performance equipment.

9.2. **Replacement of a senior staff:** The contractor's representative and the site foreman shall be approved by the contract manager. Their workers can be replaced or excluded from the site without a prior accord by the contract manager.

Any partial and total changes on the technical bid, shall take place only after a written approval by the contract manager. In case of any changes, the contractor shall replace any personnel with one

having the same qualification, experience and competence. The list of personnel to be replaced will be transmitted to the project manager for approval. The contract manager has the right to order for the replacement of any worker or labourer for reasons of misconduct, insubordination and incapacity. The contractor is responsible for all crimes and disorders committed by his workers. Any replacement of any senior staff shall have a lumpsum fine of Two hundred thousand (200 000) FCFA per person except for unforeseen circumstances. Any such replacement shall not interrupt the execution of the contract. The charges shall be borne by the contractor. In case of any accident or illness, the contractor shall replace the worker in question without delay.

9.3. Any one sided decision to effect change of personnel of the technical bid before and during the execution of the contract constitute a justified reason for the cancellation or termination of the contract.

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

- 10.1 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).
- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has **5 (five) days** to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties (to be specified where need be).

CHAPTER II: FINANCIAL PROVISIONS

Article 11 Guarantees and bonds (Articles 29 and 41 of GAC)

11.1 Final bond

The final bond shall be set at 2 % of the amount of the contract, inclusive of all taxes. It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days of the notification of the contract. The bond shall be returned or the guarantee released within one month following the date of provisional acceptance of the works, following a release issued by the Delegated Contracting Authority upon request by the contractor.

11.2 Performance bond

The retention fund shall be set at 10 % of the amount of the contract, inclusive of all taxes. The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the Delegated Contracting Authority upon request by the contractor.

11.3 Guarantee of start-off advance

[Specify, if need be, the rates (20% maximum of the amount of the contract inclusive of all taxes guaranteed at 100%) and conditions for the return of the guarantee]

Article 12: Amount of the contract (Articles 18 and 19 of GAC supplemented)

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

- Amount exclusive of VAT: _____ CFA F
- Amount of VAT: _____ CFA F.
- Amount of TSR and/or _____ CFA F
- Net to be paid= EVAT-TSR and/or AIR

Article 13: Place and method of payment

The Project Owner shall release the sums due in the following manner:

- a. For payments in CFA francs (amount in figures and letters exclusive of taxes) by credit to account No. _____ opened in the name of the contractor in the _____ bank.
- b. For payments in foreign currencies (amount in figures and letters exclusive of taxes) by credit to account No. _____ opened in the name of the contractor in _____ bank.

Article 14: Price variation (Article 20 of GAC)

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

17.1 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.

17.2 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:

- 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;
- The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;
- The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
- 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;
- 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)

This contract is at [unit price, all-in price or unit and all-in price].

Article 19: Evaluation of supplies (article 24 of the GAC supplemented)

- 19.1 [Indicate, where applicable, the modalities for payment of supplies].
- 19.2 No security shall be requested for payments on account on supplies.

Article 20: Advances (article 28 of the GAC)

- 20.1 The Contracting Authority may grant a start-off advance equal to 20 % of the amount of the contract.
- 20.2 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.
- 20.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (75) percent of the amount of the contract.
- 20.4 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the contractor.
- 20.5 The possibility of granting start-off advance or advance for supplies must be expressly stipulated in the Tender File.

Article 21: Payment for works (articles 26, 27 and 30 of the GAC supplemented)

21.1 Establishment of works executed

Before the 30th of each month, the contractor and the Project Manager shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment.

21.2 Monthly detailed account

No later than the fifth (5th) of the month following the month of the services, the contractor shall hand over to the Project Manager two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the contract since the start of the contract.

Only the detailed account exclusive of VAT shall be paid to the contractor. The detailed account of the amount of the taxes shall be the subject of an entry into the budgets of the Ministry in charge of Finance

Only the amount exclusive of VAT shall be paid to the contractor as follows:

- 100-2.2 or 5.5 paid directly into the account of the contractor;
- 2.2 Or 5.5% paid to the Public Treasury as AIR due by the contractor.

The amount of payment on account shall not exceed the value of the technical execution phases carried out.

Payment on account may be spread over the duration of the execution of the Contract according to technical execution phases as defined in the Contract.

Payment on account shall take place within thirty (30) days from the date of transmission to the competent accounting officer, of the documents giving entitlement to payment.

The contractor shall transmit seven (7) copies of the partial invoices to the Engineer for approval before the 5th of the month following the works executed.

The Engineer shall within a time-limit of seven (7) days forward the approved partial invoices to the Chief of Service.

The Chief of Service has a maximum time-limit of twenty-one (21) days to sign the partial invoice and to produce the documents giving entitlement to payment on account and transmit same to the competent accounting officer.

21.3 Detailed account of start-off account (if applicable).

Article 22: Interest on overdue payments (Article 31 of the GAC)

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

Article 23: Penalties (Article 32 of the GAC supplemented)

A. Penalties for delay

23.1 The amount set for penalties for delays shall be set as follows:

- a) One two thousandth (1/2000th) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the contractual time-limit;
- b) One thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.

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

B. Specific penalties [amount to be indicated]

23.3 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:

- Late submission of final bond;
- Late submission of insurances;
- 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)

25.1 [Indicate the time-limit available to the contractor to forward the draft to the Project Manager, after the date of provisional acceptance of the works (maximum 1 month)].

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.

25.2 The Contract Manager has up to thirty (30) days to notify the corrected and approved draft to the Project Manager.

25.3 The contractor has up to thirty (30) days to return the signed final detailed account.

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

26.1 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 Contract Manager draws up the general and final detailed accounts of the contract which he has had signed jointly by the contractor and the Contracting Authority. This detailed account includes:

- the final detailed account,
- the balance
- 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.

26.2 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:

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

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

All taxes inclusive prices means VAT included.

Article 28: Stamp duty and registration of contracts (article 37 of GAC)

Seven (7) original copies of the contract shall be stamped by and at the cost of the contractor, in accordance with the applicable regulations.

Chapter III: Execution of works

Article 29: Nature of the works (article 46 of GAC)

The works shall include especially: (position or volume of works)
(To be specified cf. Special Technical Conditions)

Article 30: Roles and responsibilities of the Project Owner (GAC supplemented)

30.1 The Project Owner shall be bound to furnish the contractor with information necessary for the execution of his mission and to guarantee, at the cost of the contractor, access to sites of projects.
30.2 The Project Owner shall ensure the contractor of protection against threats, insults, violence, assault and battery, slander or defamation of which he could be victim by reason of or during the exercise of his mission.

Article 31: Execution time-limit of the contract (article 38 of the GAC)

31.1 The time-limit for the execution of the works forming the subject of this contract shall be ninety (90) days.

31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works [or that fixed in this Administrative Order- to be specified].

Article 32: Role and responsibilities of the contractor (article 40 of the CAG)

The detailed and general plan of progress of the works shall be communicated to the Project Manager in five (05) copies at the beginning of each.

Article 33: Provision of documents and site (article 42 of the GAC)

A reproducible copy of the plans featuring in the Tender File shall be submitted by the Contract Engineer.

The Project Owner shall make available the site and access ways to the contractor at the appropriate time as the works progress.

Article 34: Insurance of structures and civil liabilities (article 45 of GAC)

The following insurance policies are required within the scope of this contract in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the contract (to be adapted):

- Liability insurance, business manager;
- Comprehensive insurance of the site;
- Insurance covering its ten-year obligation, where applicable.

Article 35: Documents to be furnished by the contractor (Article 49 of the GAC supplemented)

[Specify the deadlines for the transmission of documents as well as those of approval by persons to be designated]

35.1 Programme of works, Quality Assurance Plan and others (to be specified).

a) Within a minimum deadline of [fifteen (15) days] from the date of notification of the Administrative Order to commence execution, the contractor shall submit in [six (6)] copies for the approval of [Contract Manager after the endorsement of the Project Engineer] the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

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 acceptance with:

- Either the indication "GOOD FOR EXECUTION";
- 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 Contract Manager or Project Manager 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 Manager. 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 acceptance.

- b) 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.
- c) 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.
- d) The approval granted by the Contract Manager or Project Manager 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.

35.2 Execution draft

- a) 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 Manager or Project Manager] at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The [Contract Manager or Project Manager] 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: Organisation and safety of sites (article 50 of the GAC)

36.1 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.

36.2 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].

36.3 Indicate the special measures demanded of the contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

Article 37: Implantation of structures

The Project Manager shall notify within [five] days following the date of notification of the Administrative Order to commence work, the basic points and levels of the project.

Article 38: Sub-contracting (article 54 of the GAC)

The part of the works to be sub-contracted shall be [specify] % of the initial amount of the contract and its additional clauses (the ceiling is 30 %).

Article 39: Site laboratory and trials (article 55 of GAC)

39.1 Indicate if necessary the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.

39.2 The Contract Manager has a deadline of three days to approve the contractor's personnel and laboratory as soon as the request is made.

Article 40: Site logbook (article 56 of the GAC supplemented)

40.1 The Site logbook must be systematically jointly signed by the Project Manager or Engineer, where need be and the contractor's representative each day.

40.2 It is a joint document in a single copy. Its pages must be numbered and initialled. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.

Article 41: Use of explosives (article 60 of the GAC)

[Specify the possible restrictions or bans]

CHAPTER IV: ACCEPTANCE

Article 42: ACCEPTANCE

42.1 PRE- ACCEPTANCE OPERATIONS

Before the acceptance of the works the contractor shall ask in writing to the control Engineer, to organize a technical visit for pre-acceptance. This visit shall include the following operations.

- Qualitative and quantitative evaluations of the different works that have been executed.
- Findings and statement of the unexecuted task envisaged in the present jobbing order.
- Findings relative to the completion of the work
- Findings on the quantity of works that have been effectively realized

These operations shall be subject to a site report drawn up on the field, signed by the following.

- Contract Engineer,
- Contractor.

During this pre-acceptance, the Commission shall eventually specify the reserves to be lifted and the corresponding works to be effected before the acceptance. The Contract Engineer shall fix the acceptance date in collaboration with the chief of service for the contract.

The provisional acceptance commission shall be composed of the following members:

- The Delegated Contracting Authority or his representative..... President,
- The Project owner.....Member
- The Contract engineer.....Secretary,
- The RDMINMAPObserver,
- The Contract Manager.....Member
- The Stores Accountant MINEPAT NWR.....Member
- The contractor or his representative.....Observer

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 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 five (5) 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 for the section of new civil Engineering works.

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

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

45.2 The Project Manager [shall [not] be member of the commission.

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:

- 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;
- Delay in work resulting in penalties of more than 10 % of the amount of the works;
- Refusal to repeat poorly executed works;
- Default by the contractor;
- 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 below which claims shall not be admitted are:

- Rainfall: 200 millimetres in 24 hours;
- Wind: 40 metres per second;
- 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 Cameroonian jurisdiction, subject to the following provisions: *[to be filled, where need be]*.

Article 49: Production and dissemination of this contract

Eight copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

Article 50 and last: Entry into force of the contract

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

Document No. 5:
Special Technical Conditions (STC)

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Chapter I : GENERAL DISPOSITIONS

Article 1 : Goal of the STC

This present STC helps to inform the bidder on the nature of the work to be done, the consistency, the size and the technical specifications to be observed. It is however not limited and the bidder has to execute as per the prices without exception nor reserves all the works contained in this tender file with all professionalism using cutting edge techniques. The diagrams and plans contained in this document are simple snoopic for ease understanding of the project.

Article 2 : Duties of the contractor

The fact that the contractor has to execute the job without modifying the technical prescription done by the engineer does not attenuate in any way his full and total responsibilities. However, a site visit will help to have a better visibility of the project to be done. In the case of insufficiencies or errors, the contractor has to refer to the engineer in good time such that he will have enough time to submit the corrections. He the engineer remains responsible for the errors and has the singular ability to bring about the modifications or observation of this clause. The contractor will be responsible for every destruction or accidents committed by his personnel in the cause of the works.

Article 3 : Nature of work

The nature of work described in this tender file is for The Installation of a Solar System as energy backup, At The Regional Delegation MINEPAT, North-West

Article 4 : Normes and regulation texts

4.1- Normes and general texts

The consistency of the works is subject to prescriptions, laws, decrees, arretes, standards, norms and publications in force in Cameroon and in relation to the management of the electricity sector and or the labour code. By default of these texts, the following recommendations from comité électrotechnique international (CEI) will apply:

- European norms CEN-CENELEC (EN) ;
- French norms AFNOR ;
- UTE norms – class C relating to electrical installation (NF C 10-100 ; NF C 10-101 ; NF C 10-200 ; NF C 13.100 ; NF C 14.100 ; NF C 15.100) and supplimentaries ;
- les Documents techniques unifiés (DTU).

4.2- Normes and texts relating to the installation of solar photovoltaic

The installation of solar photovoltaic of this present tender file must be in conformity to prescriptions, laws, decrees, arretes, standards, norms and publications in force in Cameroon, and relating to renewable energy and low voltage electric installation:

- UTE C 57-300 : descriptive parameters for a photovoltaic system ;
- UTE C 57-310 : direct transformation from solar energy to electrical energy;
- NF EN 61727 : photovoltaic system(PV) – Characteristics and grid connected interface;
- NF EN 61173 : High voltage protection in solar photovoltaic systems and energy protection.
- CEI 61724 : surveillance of quality functioning of the solar photovoltaic system– Recommandations pour la mesure, le transfert et l'analyse des données
- NF EN 60904-3 (C57-323) photovoltaic Dispositive – Part : Measuring the photovoltaic characteristics Current-voltage - Part 3 : Principle of measuring the

solar photovoltaic dispositive (PV) to be used on the ground including spectral lighting which is reference.

- NF EN 61215 Silicon monocrystalline or polychrystalline photovoltaic modules (PV) : Qualification of the conception and homologation.
- NF EN 61730-1 (C 57-111-1) Qualification for the certainty of functioning of Part 1 photovoltaic modules: Demands for the construction.
- NF EN 61730-2 (C 57-111-2) Qualification for the certainty of functioning of Part 3 photovoltaic modules: Demands for Testing.

4.3- Normes and text relating to the installation of street light.

Solar street lighting which is the subject of this tender file must be in conformity to prescriptions, laws, decrees, arretes, standards, norms and publications in force in Cameroon, and relating to the installation of street lighting. By default of these texts, the following recommendations will apply:

- NF EN 60598 on the safety of luminaries;
- UTE C 17-205 applicable to the characteristics of street lighting installations;
- NF C 17-200 Relating to installations destined for public street lighting;
- NF C 17-202 applicable to illumination installations and lighting purposes;
- NF EN 13201 concerning public lighting parts 1, 2, 3 and 4.
- NF EN 40 concerning poles of public lighting.

4.4- Other texts

The fact that all the regulations have not been mentioned requires the contractor to conform to them. The contractor after signing the contract takes the responsibility to conceive and execute the project. He is called upon to submit his remarks on the design of this document before signing the contract. In case in the course of the execution of this project, new regulations are in forced, the contractor has to inform the engineer by writing specifying the modalities of applying the new regulations and their incidence in course.

Article 5 : Quality and source of material

All the material, appliances and diverse accessories to be used for this installation of this project must be new and of first quality.

The bidder has to furnish alongside his offer and the state of the material, a descriptive list of his suppliers and documents justifying the supply or an eventual partnership. In the course of the works, replacements of material will not be possible without authorization from the engineer.

Article 6 : Site Organisations – duration – penalties

All necessarily measures for the execution of this present project must be respected. (Supply and temporal connection, time management etc.). the contractor must ensure the supply of the material in good time and the necessary suppliers for a consistent work evolution. No material delivery will be used as an excuse for lateness on the prescribed schedule.

Article 7 : Modifications of works during execution

No change in the project shall be accepted in the course of the works without authorization of the project owner.

Article 8 : Site visit meetings

Prior to the start of the works, a site visit will be organised to peck the site in the presence of the contractor. Once convened for a meeting at the site by the project owner or his representative, the contractor must take part in this meeting.

Article 9 : Hygiene, safety and conditions of work

9.1- General safety measures

All regulatory dispositions concerning hygiene and safety at work for workers must be respected by the contractor or by his sub contractor. In addition, it is also imperative to respect the dispositions of article 10 of this present STC.

9.2- Specific measures for safety

In order to reduce the risk incurred in the course of working, the following safety measures subject to this tender file must be put in place :

- Lifting works : the use of individual protective equipment (helmet, overalls, gloves, safety shoes...); the use of appropriate lifting devices ; the use of homologated tools and appliances for external use (tools, portable electrical tools, extension cords, mobile lamps, generator etc.) ;
- Electrical works : the use of individual protective equipment ; the use of collective safety material (protective bands, etc.) ; the respect of the right procedure in the installation;
- Working at heights : the use of appropriate temporal or permanent material (mobile ladders, scaffold, crinoline ladder,...) ; the use of individual protective equipment (helmet,...) ; signaling and limiting areas of work from risk zones of falling objects (barriers, bands, sign board...).

Article 10 : Number and qualification of staff

The competing bidders for awards subject to this tender, out of training personnel, as stipulated in table 2 of the particular regulations of the offer, a team of operators with at least 8 persons. They should show prove of relative experience in similar works like installations of the modules and frames, the putting in place of photovoltaic installations, electric wiring, working at heights, sheet metal works, wood works and masonry if need be.

On the organisation chart furnished by the competing bidder in his technical offer of the bids should specify the function and the tasks of each staff.

Chapter II : General Technical Specifications for the project.

Article 11 : Definition

A solar backup system is a small solar plant of 6.3kw installed capacity with a battery of 10kwh/48 lithium ion battery for storage equipped with an automatic change over switch that permits to constantly nagivate between eneo and the solar plant when need arises. Within the framework of this STC, it consists of:

- Eighteen photovoltaic modules of 350w each;
- One lithium Life04 battery of 10kwh/48v for storage;
- A charge controller of 120A MPPT;
- A 10kw/48v transformer based inverter without in-built-charge controller
- A set of protective dispositive, cables and earth;
- Panel mounting rack.
- Technical room with a metal door
- Metallic shelf.

Article 12: The metal shelf

The metal shelf is a rectangular shelf constructed entirely with a metallic framework made of square tubes and angle bars of 30mm diameter. The dimensions shall be 150cm by 60cm by 70cm representing the height, the width and the inner depth. Square metal tubes and angle bars of diameter 30mm with rollers mounted to ease displacement of the shelf. The shelf will contain the inverter, the battery and the protection dispositive protected under lock and key.

Article 13: The Solar inverter

The solar inverter is an electrical component that will convert the DC power from the solar modules into AC that will power the equipment in the office. The Solar inverter prescribed for this offer will be a hybrid 10kw/48v (NOT 10KVA) pure sine wave and transformer based without internal or -in - built charge controller. The inverter should have a user manual that will be handed to the user.

Article 14: Photovoltaic modules

The modules of photovoltaic cells must resist the ambient climatic conditions described below:

- Temperature : $10^{\circ} \text{ à } + 85^{\circ}\text{C}$
- Relative Humidity : uptill 100%
- Wind speed: weak constraints in the Center and south Regions of Cameroon.
- Precipitations : continues severe rains
- particular conditions (tropical climate of the equatorial type, etc.)

The photovoltaic modules must respect the standard CEI 61215 for monocrystalline modules. The maximum operational voltage should be clearly specified on the datasheet and on the name plate of the module.

The module should have :

- A junction box where appropriate connectors of IP54 at least are used ;
- A bypass diode (diode for derivation).

All precautions must be taken in a manner to avoid every risk link to corrosion by electrolytic coupling between the photovoltaic module and the frames or racks.

Article 15 : The solar Batteries

The solar batteries are sized for a good backup autonomy. It must reconstitute a constant current flow during long periods while preserving its ability to recharge. Lithium ion batteries are of preference and must have the following characteristics:

- A high efficiency (0,9 in Ah) ;
- Cycle and life span: the number of charging/discharging of about 3000cycles at 100% depth of discharge;

Article 16 : Charge controller

The charge controller protects the battery against overcharging from the modules and deep discharges by the load. For the purpose of this jobbing order, the following charge controller of the series model will be used for the following criteria:

- Capacity will be 120A/48V MPPT
- an eventual reverse biased diode of type « schottky » ;
- quality contacts with easy access;
- a minimum internal consumption (few mA maximum) ;
- a load thermal compensation ($T > 30^{\circ}\text{C}$ and $T < 0^{\circ}\text{C}$) ;
- an output manual faulty breaker;
- full charge indicators and output cut;
- an output protection (fuses).

Article 17: Earth and lightning discharge protection

The interconnection of masses is of a fundamental importance for the proper functioning of protection against lightning and over voltage. The metallic masses of equipment must be interconnected and linked to the earth.

In a mode of protecting the equipment against indirect lightning faults, thunder arrestors must be installed in different liasons.

Article 18: Command of an automatic changeover switch

It must be understood that this solar plant will only serve as backup unit and not the main power supply to this office. This obviously makes allusion to a hybrid system wherein the inverter will be able to accommodate power supply from eneo. The role of the automatic changeover switch will be to constantly and automatically switch from one energy source to another when the need arises.

Article 19: Fixtures and civil works

The solar panel will be fixed on the roof through aluminum racks meanwhile the technical room will be constructed with cement blocks casted heavily with reinforced concrete and with the help of flat fixture.

Article 20: Calculations

(The bidder has to present in his offer a calculation note with details and then completing the table below)

GENERAL DATA	Energy demand (Wh/j)		
	Solar Irradiation (kWh/m ² /j)		
	Norminal voltage (V)		
	Lighting efficiency		
	Efficiency of the PV generator		
	Battery efficiency		
	Inverter efficiency		
	Charge controller effeciency		
	Depth of discharge of battery		

PHOTOVOLTAIC GENERATOR	Correction factor		
	Peak power (kW)		
	Modules	Power	
		Voltage	
		Number of series modules	
		Number of branches	
	Total power (W)		

BATTERY	Autonomy		
	Storage capacity (Ah)		
	Batteries	Capacity	
		Voltage	
		Number of series	
		Nummber of branches	
	Total capacity (Ah)		

CHARGE CONTROLLER	Input current (A)	
	Output current (A)	
	Current characteristics (A)	

Article 21 : Technical Characteristics of the offer

(to be completed by the bidder)

Jobbing order :		
Locality :		
Region :		
Place :		
Number of Panels :		
PHOTOVOLTAIC GENERATOR		
Solar panels	Brande	
	Type	
	Power	
	Efficiency	
	Norminal voltage	
	Number	
Battery	Brande	
	Type	
	Capacity	
	Voltage	
	Nber of cycles at 100% discharge	
	Nber of cycles at 30% discharge	
Charge controller	Brande	
	Current	
	Voltage	
	Autoconsomption	
	Automatic disconnection	
	MPPT Localisation	
Exploitation Temperature		
Protection index		
Brande		
Type		
Power		
CYCLE OF MAINTENANCE AND GUARRANTEEE		

Recommended Replacement of Battery after (precise the number of years)		
Recommended Replacement of panels after (precise the number of years)		
Guarantee of solar production after (precise the percentage of production guarrantee)	2 years	
	5 years	
	10 years	
FIXATURES AND CABLE		
Cable	Size	
	Type	
connector	Type	
INVERTER	Type	
	Power	

Document No. 6:
Schedule of unit prices

**COST ESTIMATE FOR THE INSTALLATION OF A 15kWH SOLAR BACK UP SYSTEM AT
THE RESIDENCE OF THE REGIONAL DELEGATE OF MINEPAT NWR**

S/N	Designation	UNIT	Qty	Unit price in figure	Unit price in word
LOT 100: PREPARATORY WORKS					
101	Project execution plan and final drawings	LS	1		
102	site installation	LS	1		
103	site clearing and preparation	M2	50		
SUB TOTAL LOT 100					
TECHNICAL ROOM					
103	LOT 200: SITE PREPARATION AND IMPLANTATION				
201	Preparation of platform	m2	9		
202	Implantation of technical room	LS	1		
TOTAL 200					
LOT 300: FOUNDATION					
301	Lean concrete of 150kg/m3	m3	1.25		
302	Cement Blocks of 15cm*40cm*40cm	m3	15		
303	Reinforced concrete of 350kg/m3 for the base of 40*cm*40cm*15cm with square poles of 15cm*15cm with chain 15cm*20cm2	m3	3		
304	Ground deck of 8cm at 300kg/m3 incorporated with 2m x 2m x 2m technical room	m2	2		
TOTAL 300					
LOT 400 MASONRY AND ELEVATION					
401	Cement Blocks of 15cm*20cm*40cm for walls	m2	18		
402	Reinforced concrete of 350kg/m3 for the pillars, beams, door post and chaining	m3	1.25		
403	Plastering of internal and external walls at 400kg/m3	m3	45		
SUB TOTAL 400					
LOT 500: ROOFING AND COVERING					
501	Wood 3*12cm and 8cm*8cm wood	m3	1.2		
502	Facial boards of smooth sheets	ml	6		
503	Roofing sheets of 5/10th	m2	8		
TOTAL 500					
LOT 600 : ROOFTOP MOUNT SUPPORT SYSTEM					
602	Aluminium racks for mounting of modules	ls	1		
603	Complete Metal door plus lock of 200cm*80cm, metal ventilation of 120cm x 40cm. Anti rust applied and painted black	u	1		
SUB TOTAL 600					
LOT 700: ELECTRICAL WORKS					

701	Gray flexible pipes dia 32cm	roll	2		
702	VGV cable 3* 4mm2 cable 100m	roll	1		
703	Flexible cable 2*6mm2 NEXAN pure copper 100m	roll	1		
704	Flexible naked copper cable 1*29mm2 100m	roll	0.35		
705	Flexible cable Green/Yellow 100m dia 25	roll	1		
706	Complete Earth installation comprising 3 earth rods of pure copper, earth links, roof mount thunder arrester grounded through a flat copper bar of 50m long 2.5cm width	u	1		
707	Combiner box DC	u	1		
708	Combiner box AC	U	1		
709	Cable ties, clips, connectors, square conduits, interconnection system with existing system	u	1		
710	Purchase and installation of an automatic changeover switch 63A	u	1		
TOTAL 700					
LOT 800: PAINTING					
801	Double painting with Pantex 13000 paint for internal and external	m2	25		
TOTAL 800					
LOT 900: SOLAR ENERGY INSTALLATION					
901	Solar modules amounting to an array of 8kw, preferably LG,TRINA, or CHINT	u	8000		
902	Solar Inverter 10kw/24v/48v pure sine wave, transformer based (Not with inbuilt charge controller)	u	1		
903	Batteries lifep04 Lithium Batteries 15kwh/48v	U	1		
904	Charge controller 120A MPPT 24V/48V LED DISPLAY	u	2		
TOTAL 900					

Document No. 7:
Bill of quantities and estimates

**COST ESTIMATE FOR THE INSTALLATION OF A 15KWH SOLAR BACK UP SYSTEM AT THE
RESIDENCE OF THE REGIONAL DELEGATE OF MINEPAT NWR**

S/N	Designation	UNIT	Qty	PU	PT
LOT 100: PREPARATORY WORKS					
101	Project execution plan and final drawings	LS	1		
102	site installation	LS	1		
103	site clearing and preparation	M2	50		
SUB TOTAL LOT 100					
103	TECHNICAL ROOM				
LOT 200: SITE PREPARATION AND IMPLANTATION					
201	Preparation of platform	m2	9		
202	Implantation of technical room	LS	1		
TOTAL 200					
LOT 300: FOUNDATION					
301	Lean concrete of 150kg/m3	m3	1.25		
302	Cement Blocks of 15cm*40cm*40cm	m3	15		
303	Reinforced concrete of 350kg/m3 for the base of 40*cm*40cm*15cm with square poles of 15cm*15cm with chain 15cm*20cm2	m3	3		
304	Ground deck of 8cm at 300kg/m3 incorporated with 2m x 2m x 2m technical room	m2	2		
TOTAL 300					
LOT 400 MASONRY AND ELEVATION					
401	Cement Blocks of 15cm*20cm*40cm for walls	m2	18		
402	Reinforced concrete of 350kg/m3 for the pillars, beams, door post and chaining	m3	1.25		
403	Plastering of internal and external walls at 400kg/m3	m3	45		
SUB TOTAL 400					
LOT 500: ROOFING AND COVERING					
501	Wood 3*12cm and 8cm*8cm wood	m3	1.2		
502	Facial boards of smooth sheets	ml	6		
503	Roofing sheets of 5/10th	m2	8		
TOTAL 500					
LOT 600 : ROOFTOP MOUNT SUPPORT SYSTEM					
602	Aluminium racks for mounting of modules	ls	1		
603	Complete Metal door plus lock of 200cm*80cm, metal ventilation of 120cm x 40cm. Anti rust applied and painted black	u	1		
SUB TOTAL 600					
LOT 700: ELECTRICAL WORKS					
701	Gray flexible pipes dia 32cm	roll	2		

702	VGV cable 3* 4mm2 cable 100m	roll	1		
703	Flexible cable 2*6mm2 NEXAN pure copper 100m	roll	1		
704	Flexible naked copper cable 1*29mm2 100m	roll	0.35		
705	Flexible cable Green/Yellow 100m dia 25	roll	1		
706	Complete Earth installation comprising 3 earth rods of pure copper, earth links, roof mount thunder arrester grounded through a flat copper bar of 50m long 2.5cm width	u	1		
707	Combiner box DC	u	1		
708	Combiner box AC	U	1		
709	Cable ties, clips, connectors, square conduits, interconnection system with existing system	u	1		
710	Purchase and installation of an automatic changeover switch 63A	u	1		
TOTAL 700					
LOT 800: PAINTING					
801	Double painting with Pantex 13000 paint for internal and external	m2	25		
TOTAL 800					
LOT 900: SOLAR ENERGY INSTALLATION					
901	Solar modules amounting to an array of 8kw, preferably LG,TRINA, or CHINT	u	8000		
902	Solar Inverter 10kw/24v/48v pure sine wave, transformer based (Not with inbuilt charge controller)	u	1		
903	Batteries lifep04 Lithium Batteries 15kwh/48v	U	1		
904	Charge controller 120A MPPT 24V/48V LED DISPLAY	u	2		
TOTAL 900					
Total Excluding Taxes (TET)					
VAT(19.25%)					0
Total including taxes (TIT)					

Document No. 8:
Schedule of sub-detail of prices

UNIT PRICE 01: Supply of a solar panel (300W)

Supply of a solar panels (350W)					
I- LABOUR COST					
Designation	Unit	Qty	Duration (h)	Rate. (F/h)	Amount
TOTAL I					
II- INSTALLATION ACCESSORIES					
Designation	Unit	Qty	Duration (h)	Rate. (F/h)	Amount
TOTAL II					
III- MATERIAL					
Designation	Unit	Quantity	UP (FCFA)	Amount	
TOTAL III					
	%	Formular	Amount		
IV- DIRECT COST		I+II+III			
V- GENERAL SITE LEVIES		IVx%			
VI-HEADQUATER LEVIES		IVx%			
VII- RETURN COST		IV+V+VI			
VIII- RISK + PROFIT		VIIx%			
UNITY COST				VII+VIII	

UNIT PRICE N°2 : charge controller/Inverter

Installation					
I- LABOUR COST					
Designation	Unit	Qty	Duration (h)	Rate. (F/h)	Amount
TOTAL I					
II- ELECTRICAL MATERIALS					
Designation	Unit	Qty	Duration (h)	Rate. (F/h)	Amount
TOTAL II					
III- COMPONENTS					
Designation	Unit	Quantity	UP (FCFA)	Amount	
TOTAL III					
		%	Formular	Amount	
IV- DIRECT COST			I+II+III		
V- GENERAL SITE LEVIES			IVx%		
VI- HEADQUATER LEVIES			IVx%		
VII- RETURN COST			IV+V+VI		
VIII- RISK + PROFIT			VIIx%		
UNITY COST			VII+VIII		

Unit Price N°3 : Installation of solar Modules

Installation of solar Panel Support

I- LABOUR COST

[illegible]

TOTAL I

II- PROTECTIVE EQUIPMENTS

II- PROTECTIVE EQUIPMENTS					
Designation	Unit	Qty	Duration (h)	Rate. (F/h)	Amount

TOTAL II

III. OTHER COMPONENTS

[illegible]

TOTAL III

	%	Formular	Amount
IV- DIRECT COST		I+II+III	
V- GENERAL SITE LEVIES		IVx%	
VI-HEADQUATER LEVIES		IVx%	
VII- RETURN COST		IV+V+VI	
VIII- RISK + PROFIT		VIIx%	
UNITY COST		VII+VIII	

Unit Price N°4 : Transportation and Commissioning

Transportation and commissioning					
I- LABOUR COST					
Designation	Unit	Qty	Duration (h)	Rate. (F/h)	Amount
TOTAL I					
II- MACHINES AND EQUIPMENTS					
Designation	Unit	Qty	Duration (h)	Rate. (F/h)	Amount
TOTAL II					
III- MATERIAL, SUPPLIES, COMPONENTS					
Designation	Unit	Quantity	UP (FCFA)	Amount	
TOTAL III					
		%	Formular	Amount	
IV- DIRECT COST			I+II+III		
V- GENERAL SITE LEVIES			IVx%		
VI-HEADQUATER LEVIES			IVx%		
VII- RETURN COST			IV+V+VI		
VIII- RISK + PROFIT			VIIx%		
UNITY COST			VII+VIII		

Unit Price N°5 : Technical Documentation

Technical Documentation					
I- LABOUR COST					
Designation	Unit	Qty	Duration (h)	Rate. (F/h)	Amount
TOTAL I					
II- ASSEMBLING OF DOCUMENTS					
Designation	Unit	Qty	Duration (h)	Rate. (F/h)	Amount
TOTAL II					
III- OTHER MATERIAL					
Designation	Unit	Quantity	UP (FCFA)	Amount	
TOTAL III					
	%	Formular			Amount
IV- DIRECT COST		I+II+III			
V- GENERAL SITE LEVIES		IVx%			
VI- HEADQUATER LEVIES		IVx%			
VII- RETURN COST		IV+V+VI			
VIII- RISK + PROFIT		VIIx%			
UNITY COST					VII+VIII

Document No. 9: Model contract

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

NORTH WEST REGION
OFFICE OF THE GOVERNOR



REPUBLIC OF CAMEROON
Peace-Work-Fatherland

REGION DU NORD QUEST
SERVICES DU GOUVERNEUR

JOBGING ORDER No _____ C/GOV-NWR/NWRTB/2024
Awarded after

"OPEN NATIONAL INVITATION TO TENDER"
No. ____/ONIT/NWRTB/GOV-NWR OF ____/____/2024"

**FOR THE INSTALLATION OF A SOLAR SYSTEM AT THE REGIONAL DELEGATION
MINEPAT, NORTH-WEST**

Project Owner [Indicate name and full address]

HOLDER : [indicate name and full address of holder]

P.O. Box _____, Tel: _____ Fax: _____

Business Registry No. _____ at
Taxpayer's No. _____

SUBJECT : Execution of _____ works;
Lot No. _____; Network _____

PLACE : Region _____

EXECUTION DEADLINE : _____ (____) months

AMOUNT IN CFA F:

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

FINANCING : [indicate the source of financing]

BUDGET HEAD : [to be completed]

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

The Government of the Republic of Cameroon, represented by _____ hereinafter referred to the "Delegated 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:

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

Page _____ and last of Jobbing Order No. _____ C/GOV-NWR/NWRTB/2023
Awarded after Invitation to Tender [specify references of Invitation to Tender]

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 Delegate Contracting Authority

(place of signature) _____ (date)

Registration

Document No. 10:
Forms and models to be used by
bidders

Table of models

Annex No. 1: Model tender

Annex No. 2: Model bid bond

Model No. 3: Model final bond

Model No. 4: Model of start-off advance bond

Model No. 5: Model retention fund

Annex No. 6: Framework of schedule

Annex No. 7: Evaluation grid

Annex No. 8: Attestation of site visit

Annex No. 9; Model Declaration of Intention to Tender

Annex No. 1: Model tender

I, the undersigned _____ [indicate the name and capacity of signatory]

Representing the _____ company or enterprise or group with head office
at _____ registered in the trade register of _____ under the number
No _____

Having taken cognisance of all the documents featured or mentioned in the Tender File including the
addendum (addenda): the Invitation to Tender [recall the subject of the Invitation to Tender]

- After having personally taken 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 for lot No. _____ at _____ [in figures and words] CFA francs exclusive of VAT and at _____ CFA francs inclusive of all Taxes. [In figures and words].
- I pledge to execute the works within a deadline ofmonths.
- I pledge to maintain my bid for [indicate duration of validity, in principle 90 days for national invitations to tender 120 days for international invitations to tender] from the deadline of submission of bids.
- Rebates and the modalities of application the said rebates shall be the following (in case of the possibility of award of several lots).

The Project Owner shall pay the sums due for this contract by crediting account
No..... opened in.....Bank.....Branch

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

Done at..... on.....

Signature of.....

in the capacity of.....duly authorised to sign the bids on behalf
of.....

ANNEX No. 2: MODEL BID BOND

Addressed to [indicate the Delegate Contracting Authority and his address] "Delegate Contracting Authority"

Whereas the undertaking _____ hereinafter referred to as the "bidder" has submitted his bid on _____ for [recall the subject of the Invitation to Tender], hereinafter referred to as "the bid" and to which must be attached a bid bond equivalent to [indicate the amount] CFA francs.

We _____ [name and address of the bank], represented by _____ [names of signatories], hereinafter referred to as "the bank" hereby guarantee payment to the Delegated Contracting Authority of the maximum sum of [indicate the amount] CFA francs, that the bank pledges to pay in full to the Delegated Contracting Authority, binding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the bidder retires his bid during the validity period provided for in the Tender File;
Or

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

- Fails or refuses to sign the contract, even though required to do so;
- Fails or refuses to furnish the final bond for the contract (final bond) as provided for by the contract;

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

This bond shall enter into force from the date of signature and from the date set by the Delegated Contracting Authority for the submission of bids. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of bids. Any request by the Delegated Contracting Authority to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this period of validity.

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

Signed and authenticated by the bank at _____, on _____

[Bank's signature]

Annex No. 3: Model final bond

Bank:

Reference of the bond: No. _____

Addressed to [Indicate the Project Owner and his address] Cameroon, hereinafter referred to as the "Project Owner"

Whereas _____ [name and address of Contractor], hereafter referred to as "the Contractor", has committed himself, in execution of the contract referred to as "the contract", to carry out [indicate the nature of the works].

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

Whereas we have agreed to issue the Contractor this guarantee,

We, _____ [name and address of bank]

Represented by _____ [name of signatories],

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

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

This final bond shall enter into force upon signature and notification of the contract. It shall be released within a deadline of [indicate the deadline] from the date of the provisional acceptance of the works.

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

ANNEX No. 4: Model of start-off advance bond

Bank: reference, address _____

We, the undersigned, (bank, address) hereby declare by the present to guarantee on behalf of _____ [the holder] to the benefit of the Project Owner [address of the Project Owner] (the beneficiary)

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that _____ [the holder] has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of contract No. _____ of _____ relating to _____ works [indicate the subject of the works, the references of the Invitation to Tender and the lot, if possible] of the total sum corresponding to the advance of [twenty (20) %] of the amount inclusive of all taxes of contract No. _____, payable upon notification of the corresponding Administrative Order that is, _____ CFA francs.

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

ANNEX No. 5: Model of performance bond (Retention fund)

Bank: _____

Reference of the bond: No. _____

Addressed to [Indicate the Project Owner]
[Address of Delegated Contracting Authority]

Hereinafter referred to as "the Project Owner"

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

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

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

We, _____ [name and address of the bank],

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

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

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

We hereby agree that no change or addendum or any other amendment shall release us of any obligation incumbent on us by virtue of this bond and we hereby incline 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 final acceptance of the works and upon release issued by the Project Owner.

Any request for payment made by the Project Owner 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 No. 6: Framework of schedule

DESIGNATION :Studies and site installation					
No	Daily out put		Total quantity	Unit	Duration of activity
WORKMAN SHIP	Category	No	Daily wage	Days break up	Amount
TOTAL A					
EQUIPMENT/MACHINES	Type	No	Daily rate	Days break up	Amount
TOTAL B					
MATERIAL AND MISCELLANEOUS	Type	Unit	Unit cost	Quantity	Amount
TOTAL C					
D	DIRECT TOTAL COST			A+B+C	
E	GENERAL SITE EXPENSESES			Dx%	
F	GENERAL OFFICE EXPENSESES			Dx%	
G	NET COST			D+E+F	
H	RISK + BENEFITS			Gx%	
P	TOTAL COST (HT)			G+H	
V	UNIT COST (HT)			P/Q'TY	

Document No. 11: Preliminary studies

[To be systematically filled by the Project Owner based on the nature of services to be executed and according to the specifications of Point 5.a of Circular No. 003/CAB/PM of 18 April 2008 relating to the respect of rules governing the award, execution and control of public contracts]

Note on preliminary studies

In accordance with the Public Contracts Code, the Project Owner or Delegated Project Owner must, prior to commencing the procedure to award contracts or refer to the competent Tenders Board, ensure that draft Tender Files are prepared based on preliminary studies.

These studies must be required during the examination of the Tender File (TF) by the Tenders Board.

The Project Owner is bound to fill the questionnaire in annex 1 accompanied by justifications of the said studies.

Justification of preliminary studies

1. Attach the preliminary studies.

2. Indicate

2.1. The date studies were carried out;

2.2. The name of the public or private Project Manager

2.3. References of the contract, if Private Manager carried it out;

2.4. If maintenance works

2.4.1 Description of the studies;

2.4.2 Attach the outline of the itinerary bringing out readings of degradations as well as the approved programming documents.

2.5 Rehabilitation or new works

2.5.1 Are quantities in the quotations the same as those of the studies?

2.5.2 Description of studies: Draft Preliminary Study, Detailed Preliminary Study;

2.5.3 Attach the said studies.

N.B. For services of less scope, the Project Owner may furnish a justification of calculation of quantities of the Tender File.

- *The chairperson of the Tenders Board may, before taking a decision, seek expert advice on the quality of the studies.*

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

N° List of accredited establishments

		Acronym/Abbreviation
01	Afriland First Bank (FIRST BANK) B.P. 11 834, Yaoundé	FIRST BANK
02	Banque Atlantique Cameroun (BACM) B.P. 2 933, Douala	BAC
03	Banque Camerounaise des Petites et Moyennes Entreprises (BC-PME) B.P. 12 962, Yaoundé	BC-PME
04	Banque Gabonaise pour le Financement International (BGFIBANK) B.P. 600, Douala	BGFI BANK
05	Banque Internationale du Cameroun pour l'Epargne et le Crédit (BICEC) B.P. 1 925, Douala	BICEC
06	Bank Of Africa Cameroun (BOA Cameroun) B.P. 4 593, Douala	BOA Cameroun
07	CREDIT COMMUNAUTAIRE D'AFRIQUE (CCA BANK)	
08	Citibank Cameroun (CITIGROUP) B.P. 4 571, Douala	CITI GROUP
09	Commercial Bank-Cameroun (CBC) B.P. 4 004, Douala	CBC
10	Ecobank Cameroun (ECOBANK) B.P. 582, Douala	ECOBANK
11	National Financial Credit-Bank (NFC-Bank) B.P. 6 578, Yaoundé	NFC-Bank
12	Société Commerciale de Banques-Cameroun (SCB-Cameroun) B.P. 300, Douala	SCB-Cameroun
13	Société Générale Cameroun (SGC) B.P. 4 042, Douala	SGC
14	Standard Chartered Bank Cameroon (SCBC) B.P. 1 784, Douala	SCBC
15	Union Bank of Cameroon (UBC) B.P. 15 569, Douala	UBC
16	United Bank for Africa (UBA) B.P. 2 088, Douala	UBA

List of insurance companies approved and authorized to issue bonds
N° List of insurance companies

01	Activa Assurances, B.P. 12 970, Douala
02	Area Assurances S.A, B.P. 1 531, Douala
03	Atlantique Assurances S.A, B.P. 2 933, Douala
04	Beneficial General Insurance S.A, B.P. 2 328, Douala
05	Chanas Assurances S.A, B.P. 109, Douala
06	CPA S.A, B.P. 54, Douala
07	Nsia Assurances S.A, B.P. 2 759, Douala
08	Pro Assur S.A, B.P. 5 963, Douala
09	SAAR S.A, B.P. 1 011, Douala
10	Saham Assurances S.A, B.P. 11 315, Douala
11	Zenithe Insurance S.A, B.P. 1 540, Douala

