

REPUBLIC OF CAMEROON
Peace – Work – Fatherland
MINISTRY OF DECENTRALIZATION
AND LOCAL DEVELOPMENT

NORTH-WEST REGION

OKU SUB DIVISION

ELAK - COUNCIL

ELAK - COUNCIL INTERNAL TENDERS' BOARD



REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie
MINISTERE DE LA
DECENTRALISATION ET
DU DEVELOPPEMENT
LOCAL

REGION DU NORD-UEST

ARRONDISSEMENT D'OKU

COMMUNE D'ELAK

COMMISSION INTERNE DE
PASSATION DES MARCHES DE
LA COMMUNE D'ELAK

THE PROJECT OWNER: LORD MAYOR ELAK COUNCIL

CONTRACTING AUTHORITY: THE LORD MAYOR

ELAK COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

N° 10/ONIT/MINDDEVEL/EC/ECITB/ 2024 OF 28/03/2024
FOR THE REHABILITATION OF THE SOLAR PLANT AT THE ELAK COUNCIL
RADIO
IN OKU SUB DIVISION, BUI DIVISION, NORTH WEST REGION. THROUGH
EMERGENCY PROCEDURE

COUNCIL BUDGET – 2024,

BUDGET HEAD

THE REHABILITATION OF THE SOLAR PLANT AT THE ELAK COUNCIL
RADIO IN OKU SUB DIVISION, BUI DIVISION, NORTH WEST REGION.

222 250

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TENDER FILE

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DOCUMENT N°. 1:
INVITATION TO TENDER

NORTH-WEST REGION

OKU SUB DIVISION

ELAK - COUNCIL

ELAK - COUNCIL INTERNAL TENDERS' BOARD



REGION DU NORD-OUEST

ARRONDISSEMENT D'OKU

COMMUNE D'ELAK

COMMISSION INTERNE DE PASSATION
DES MARCHES DE LA COMMUNE
D'ELAK

OPEN NATIONAL INVITATION TO TENDER

N° 10/ONIT/MINDDEVEL/EC/ECITB/ 2024 OF 28th /03/2024

**FOR THE REHABILITATION OF THE SOLAR PLANT AT THE ELAK COUNCIL
RADIO IN OKU SUB DIVISION, BUI DIVISION, NORTH WEST REGION THROUGH
EMERGENCY PROCEDURE.**

1. Subject of the invitation to tender:

Within the framework of the 2024 Council Budget, the LORD MAYOR OF ELAK "Contracting Authority" hereby launches by emergency procedure an Open National Invitation to Tender N° 10/ONIT/MINDDEVEL/EC/ECITB/ 2024 OF 28th/03/2024 FOR THE REHABILITATION OF THE SOLAR PLANT AT THE ELAK COUNCIL RADIO IN OKU SUB DIVISION, BUI DIVISION, NORTH WEST REGION.

This invitation to tender comprises one (01) lot as follows:

Lot N°	Project	Localit y	Amount for bid bond	Project Amount	Budget Heads	Duration in months
01	THE REHABILITATION OF THE SOLAR PLANT AT THE ELAK COUNCIL RADIO IN OKU SUB DIVISION, BUI DIVISION, NORTH WEST REGION <i>THROUGH EMERGENCY PROCEDURE.</i>	ELAK	294,000	14,700,00 0	222 250	THREE(03)

2. Nature of services

The services of this contract comprises notably of **THE REHABILITATION OF THE SOLAR PLANT AT THE ELAK COUNCIL RADIO IN OKU SUB DIVISION, BUI DIVISION, NORTH WEST REGION. ACQUISITION OF A BRAND NEW PICK-UP 4x4 (HILUX) VEHICLE TO ELAK COUNCIL, OKU SUB DIVISION BUI DIVISION NORTH WEST REGION.**

3. Execution deadline

The maximum execution deadline shall be three (03) calendar months, including the rainy season and other vagaries, with effect from the date of notification of the administrative order of work commencement.

4. Participation and origin:

Participation in this invitation to tender is open to Cameroonian enterprises that are in compliance with the fiscal laws and having a good experience in the domain concerned.

5. Financing

The said Works shall be financed by the Public Investment Budget of the Elak Council for the 2024 financial year assigned to the Lord Mayor of Elak Council as Authorizing officers with Budget Heads N°222 250

6. Bid Bond:

Each bidder should include in his administrative document, a bid bond of **294.000 (TWO HUNDRED AND NINETY FOUR THOUSAND) CFA francs** issued by a first rate-bank or financial institution approved by the Ministry in charge of Finance in conformity with COBAC conditions.

Against the risk of being rejected, only originals or true copies certified by the issuing service or administrative authorities of the administrative document required, including the bid bond, shall imperatively be produced in accordance with the Special Conditions of the invitation to tender. They shall neither be older than three (03) months nor be produced before the signing of the tender notice.

Any offer not in conformity with the prescriptions of this notice and tender file shall not be accepted, especially the absence of a bid bond issued by a first rate-bank or financial institution approved by the Ministry in charge of Finance, or the non-respect of the model of the tender file documents, shall lead to a pure and simple rejection of the offer without any appeal being entertained

7. Consultation of tender file:

Interested eligible bidders may obtain further information during working hours as from the date of publication of this tender notice, at the Elak Council Complex or through Telephone N°. 670 788 687

8. Acquisition of tender file:

The file may be obtained at the Elak Council, at the Service for the award of Public Contracts, Telephone N°. 670 788 687 as soon as this notice is published against payment of a non-refundable sum of **(26,000) TWENTY SIX THOUSAND FRANCS CFA francs**, payable at the Council Treasury representing the cost of purchasing the tender file.

9. Submission of Bids:

Each offer drafted in English or French in 07 (Seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Service for the award of Public Contracts Elak Council, not later than **Friday the 26th of April at 10.00 am** local time. It should be labelled as follows:

"OPEN NATIONAL INVITATION TO TENDER

N° 10/ONIT/MINDDEVEL/EC/ECITB/ 2024 OF 28th /03/2024

**FOR THE REHABILITATION OF THE SOLAR PLANT AT THE ELAK COUNCIL
RADIO IN OKU SUB DIVISION, BUI DIVISION, NORTH WEST REGION THROUGH
EMERGENCY PROCEDURE.**

TO BE OPENED ONLY DURING THE BID OPENING SESSION"

10. Admissibility of bids

Under penalty of being rejected, only originals or true copies certified by the issuing service must imperatively be produced in accordance with the Special Regulations of the invitation to tender.

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

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

11. Opening of bids

The bids shall be opened in single phase. The opening of the Administrative documents, Technical and Financial offers shall take place on **Friday the 26th of April 2024 at 11 am** local time, in the Elak Council Conference Hall.

Only bidders may attend or be represented by duly mandated persons of their choice.

12. Evaluation criteria

There are two types of evaluation criteria: eliminatory and essential criteria. [The aim of these criteria is to identify and reject incomplete bids or bids not in conformity with the essential conditions laid down in the Tender File.

i. Eliminatory Criteria.

They refer especially to:

- ◆ Absence or insufficient of bid bond,
- ◆ Absence of administrative document not rectified within 48hours,
- ◆ Deadline for execution higher than prescribed (three months) to identification of bidder,
- ◆ Incomplete financial offer,
- ◆ Mark or sign on an envelope leading to the identification of the bidder,
- ◆ False declaration or forged document,
- ◆ Noncompliance with major technical specifications (to be listed),
- ◆ Technical assessment mark lower than **75%** of "Yes",
- ◆ Suspension of the enterprise by ARMP.

i. Essential criteria

Essential criteria are primordial in the judgment of the technical and financial capacity of candidates to execute the works forming the subject of the invitation to tender.

The criteria relating to the qualification of candidates are based on the following:

- General presentation of the tender files;
- References of the company in similar achievements;
- Experience of supervisory staff,
- Logistics (Equipment);
- Methodology;
- Financial capacity;
- compliance with the model bid,
- Attestation of site visit signed by the Contractor,
- Report of site visit with pictures signed by the Contractor,
- The Special Technical Clauses (STC). (Each page should be initialed and the last page signed and stamped by the contractor);
- Special Administrative Clauses completed (each page should be initialed and the last page signed and stamped by the contractor),
- Pre – Financing capacity **not less than 75%** of the amount required in the offer.

The essential criteria are subjected to minima whose detail is given in the Special Regulation of the Invitation to tender (RPAO).

...évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins 75% de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et au moins 75% des critères essentiels.

iii Critères de qualification

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins 75% de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et au moins 75% des critères essentiels.

13. 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 aura présenté l'offre évaluée la moins-disante et techniquement qualifiée, conformément à l'article 99 du Code des lettres commandes Publics.

14. Délai de validité des offres

Les soumissionnaires restent engagées par leurs offres pendant une période de quatre (04) mois, à compter de la date limite fixée pour la remise des offres.

15. Renseignements complémentaires :

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la commune d'Elak Service de Passation des Marchés Publics, Tel: N° 670 788 687

Fait à Elak, le 28 MARS 2024

Le Maire de la commune d'Elak,



Amplifications :

MRMP
Président CPM
DD MINMAP Bui
DD MINTP Bui
DD MINDEVEL
Affichage
Chrono / Archives.

NORTH-WEST REGION

OKU SUB DIVISION

ELAK - COUNCIL

ELAK - COUNCIL INTERNAL TENDERS' BOARD



REGION DU NORD-OUEST

ARRONDISSEMENT D'OKU

COMMUNE D'ELAK

COMMISSION INTERNE DE PASSATION
DES MARCHES DE LA COMMUNE
D'ELAK

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

**N° 10/ONIT/ MINDDEVEL/EC/ECITB /2024 DU 28th/03/2024 POUR LES TRAVAUX DE
REHABILITATION DU CENTRALE SOLAIRE A LA RADIO MUNICIPALE D'ELAK,
DANS LE DEPARTEMENT DE LA BUI, RÉGION DU NORD OUEST.
(PAR PROCEDURE D'URGENCE)**

1. OBJET D'AVIS D'APPEL D'OFFRES :

Dans le cadre du budget d'investissement 2024 de la commune, Le Maire de la commune d'Elak lance par la procédure d'urgence un Avis d'Appel d'Offres National ouvert **N° 10/ONIT/ MINDDEVEL/EC/ECITB /2024 DU 28th/03/2024 POUR LES TRAVAUX DE REHABILITATION DU CENTRALE SOLAIRE A LA RADIO MUNICIPALE D'ELAK, DANS LE DEPARTEMENT DE LA BUI, RÉGION DU NORD OUEST.**

Cet appel d'offres est constitué d'un (01) lot répartis ainsi qu'il suit :

Lot N°	Projet	Localité	Montant Caution de Soumission	Montant du Projet	Imputation	Délai en jour
01	REHABILITATION DU CENTRALE SOLAIRE A LA RADIO MUNICIPALE D'ELAK, DANS LE DEPARTEMENT DE LA BUI, RÉGION DU NORD OUEST.	ELAK	294,000	14,700,000	222 250	90

2. Consistance des travaux:

Les prestations du présent marché comprennent **LES TRAVAUX DE REHABILITATION DU CENTRALE SOLAIRE A LA RADIO MUNICIPALE D'ELAK, DANS LE DEPARTEMENT DE LA BUI, RÉGION DU NORD OUEST, PAR PROCEDURE D'URGENCE.**

3. Délai d'exécution des travaux

Le délai global d'exécution des travaux est de trois (03) mois calendaires. Ce délai comprend les périodes des pluies, toutes les intempéries et sujétions diverses et court à compter de la date de notification de l'ordre de service de commencer les travaux

4. Participation et origine :

La participation au présent Appel d'Offres est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné et ayant réalisé des opérations similaires.

5. Financement :

Les prestations, objet du présent Appel d'Offres, sont financées par le budget d'investissement public (BIP) - exercice 2024 du COMMUNE, 222 250

6. Cautionnement provisoire

Chaque soumissionnaire devra joindre à ses pièces administratives, une caution de soumission de FCFA 240,000 (Deux cent quatre vingt quatoze miles), établie par une institution bancaire de premier ordre ou un institution financière agréée par le Ministère en charge des Finances aux conditions de la COBAC.

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 (Le Maire de la commune d'Elak, Service de Passation des Marchés Publics), conformément au listing prévu au Règlement Particulier de l'Appel d'Offres (R.P.A.O). Elles devront obligatoirement être datées de moins de quatre (04) mois ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres.

Toute offre non conforme aux prescriptions du présent avis et du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment, l'absence de caution de soumission délivrée par une banque de premier ordre ou un institution financière agréée par le Ministère chargé des Finances ou le non respect des modèles des pièces du Dossier destination d'Appel d'Offres, entraînera le rejet pur et simple de l'offre.

7. Consultation du Dossier d'Appel d'Offres.

Le Dossier d'Appel d'Offres peut être consulté aux heures ouvrables à La mairie d'Elak, Service de Passation des Marchés Publics Tél. : N° 670 788 687. Dès publication du présent Avis.

8. Acquisition du Dossier d'Appel d'Offres :

Le Dossier d'Appel d'Offres peut être obtenu à la Le Maire de Elak, Service de Passation des Marchés Publics Tél. : N° 670 788 687 dès publication du présent avis, contre présentation d'une quittance de versement au Trésor communal, de la somme non remboursable de FCFA (26,000) Vingt six mille représentant les frais d'achat du dossier.

9. Remise des offres :

Chaque offre, rédigée en français ou en anglais en Sept (07) exemplaires dont un (1) original et Six (6) copies marquée comme telle, devra parvenir contre récépissé à la Mairie de Elak, Service de Passation des Marchés Publics au plus tard **Vendredi le 26th Avril 2024 à 10 heures**, locale et devra porter la mention suivante :

« AVIS D'APPEL D'OFFRES NATIONAL OUVERT

**N° 10/ONIT/ MINDDEVEL/EC/ECITB /2024 DU 28th/03/2024 POUR LES TRAVAUX
DE REHABILITATION DU CENTRALE SOLAIRE A LA RADIO MUNICIPALE
D'ELAK, DANS LE DEPARTEMENT DE LA BUI, RÉGION DU NORD OUEST.
(PAR PROCEDURE D'URGENCE).»**

10 Recevabilité des offres

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur conformément aux stipulations du Règlement Particulier de l'Appel d'Offres.

Elles doivent dater de moins de quart (04) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres.

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

11. Ouverture des offres :

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives, des offres techniques et financières aura lieu **Vendredi le 26th Avril 2024 A 11h00, heure locale**, par la Commission de Passation des Marchés de la Commune d'Elak siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier, dans la salle de Conférence de la commune d'Elak

12. Critères d'évaluation :

Les critères d'évaluation sont constitués de deux types : les critères éliminatoires et les critères essentiels. Ces critères ont pour objet d'identifier et de rejeter les offres incomplètes ou non conformes pour l'essentiel aux conditions fixées dans le Dossier d'Appel d'Offres

i Critères éliminatoires

Les critères éliminatoires fixent les conditions minimales à remplir pour être admis à l'évaluation suivant les critères essentielles. Le non-respect de ces critères entraîne le rejet de l'offre du soumissionnaire.

Il s'agit notamment:

- Absence ou insuffisance du bid bond
- Absence ou non conformité d'une pièce administrative non rectifiée pendant 48 heures;
- Un score technique minimum de 75%
- Offres financières incomplètes
- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- Fausses déclarations ou pièces falsifiées;
- Absence ou insuffisance de la caution provisoire de soumission;
- Deux Entreprises avec le même personnel ;
- Offres dont l'enveloppe extérieure porte des mentions permettant l'identification du Soumissionnaire;

ii Critères essentiels

Les critères dits essentiels sont ceux primordiaux ou clés pour juger de la capacité technico-financière des candidats à exécuter les travaux, objet de l'appel d'offres.

Les critères essentiels de qualification sont tel qu'il suit ;

- Présentation générale de l'offre ;
- Références de l'entreprise dans les réalisations similaires ;
- Qualité du personnel clé ;
- Moyens logistiques ;
- Méthodologie ;

- Cahier des Clauses Techniques Particulières paraphé à chaque page, signée et cachetée par l'entreprise ;
- Cahier des Clauses Administratives Particulières complété, paraphé à chaque page et signé par l'entreprise ;
- Attestation de surface financière supérieure ou égale 75% du montant de l'offre

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

iii Critères de qualification

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum accepté d'au moins 75% de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conformément à l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et à au moins 75% des critères essentiels.

iii Critères de qualification

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum accepté d'au moins 75% de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conformément à l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et à au moins 75% des critères essentiels.

13. 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 aura présenté l'offre évaluée la moins-disante et techniquement qualifiée, conformément à l'article 99 du Code des lettres commandes Publics.

14. Délai de validité des offres

Les soumissionnaires restent engagées par leurs offres pendant une période de six (06) mois, à compter de la date limite fixée pour la remise des offres.

15. Renseignements complémentaires :

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la commission de Service de Passation des Marchés Publics, Tel: N° 670 788 687

Fait à Elak, le 28 MARS 2024

Le Maire de la commune d'Elak,

Ampliations :

- ARMP
- Président CPM
- DD MINMAP Bui
- DD MINTP Bui
- Affichage
- Chrono / Archives.



Jerome Njich

**DOCUMENT N^o. 2:
GENERAL REGULATIONS OF THE INVITATION
TO TENDER (GRIT)**

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GENERAL RULES OF THE INVITATION TO TENDER

Article 1: Scope of the tender

1.1 The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an invitation to tender for the Supply of Equipment as described in the Tender File and briefly described in the Special Regulations.

The name, identification number and number of lots which form the subject of the invitation to tender feature in the Special Regulations of the invitation to tender.

1.2 The bidder retained or the successful bidder shall complete the supplies within the time-limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order or that indicated in the said Administrative Order.

1.2 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 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 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

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

4.2 Generally, the invitation to tender is addressed to all 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 Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.
- (c) The bidder must not have been excluded from bidding for public contracts.
- (d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.

Article 5: supplies, equipment and authorised services

- 5.1 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 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 bound by the bid; and
 - (b) Provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

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

- (i) The production of certified balance sheets and recent turnovers;
- (ii) Access to a line of credit or availability of other financial resources;
- (iii) Orders acquired and contracts awarded;
- (iv) Pending litigations; and
- (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 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 supply 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 supply. 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: Invitation to tender

Document No. 2: General Regulations of the invitation to tender

Document No. 3: Special Regulations of the invitation to tender

Document No. 4: Special Administrative Conditions

Document No. 5: Special Technical Conditions

Document No. 6: Schedule of prices

Document No. 7: Bill of quantities and estimates

Document No. 8: The sub-detail of prices

Document No. 9: Model Jobbing Order

Document No. 10: Forms and Standard documents to be used

Document No. 11: Preliminary studies

Document No. 12: Other Document

Document No. 13: List of banking establishments and financial bodies authorised to issue bonds for public contracts

Document No. 14: Graphic Plan.

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 complaint

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

A copy of the Contracting Authority's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought the Tender File.

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

9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

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

Article 10: Amendment of the Tender File

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

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

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

C Preparation of bids

Article 11: Tender costs

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

Article 12: Language of bid

The bid as well as any correspondence and any document exchanged between the bidder and the 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 offer

13.1 The offer 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:

Volume 1: Administrative documents

They include:

I. All documents stating that the bidder:

- Has complied with all declarations provided for by the laws and regulations in force;
- Is current with his taxes, contributions, fees or levies of any kind whatsoever;
- Is not in a State of liquidation or bankruptcy;
- Is not struck by one of the prohibitions and disqualifications criteria provided for by the legislation in force.

II. Bid bond(s) issued is are in conformity with the provisions of article 15 of the present RGAO;

III. A written confirmation authorizing the signatory of the offer to engage the bidder

IV. The CCAP is duly initialled on each page and signed on the last page.

V. Localization plan is duly signed by the authority concern.

b. Volume II: Technical Offer

It includes:

I. References of the company (the contractor will provide contracts or Jobbing orders for similar supplies carried out as well as related minutes of reception);

II. equipment: The contractor shall justify the ownership and the State of the equipment necessary for the performance of the supply (providing registration certificates, invoices and certificates of road worthiness (visit technique) of rolling equipment;

III. The technical note on the methodology of intervention of the supply: the company will produce a technical note dated and signed providing all the information concerning the mode of execution of the works, the execution plan of the expected output, provision of materials or site materials, the potential advantages in terms of safety of the environment and the Organization of the company,

IV. Attestation of site visit and the site visit report;

VI The CCTP duly initialled on each page and signed on the last page

Vii Attestation of solvency of the contractor.

c. Volume 3: Financial offer

It includes:

- I. The submission letter, in original drafted according to the model attached, stamped at the rate in force, signed and dated;
- II. The unit price schedule duly completed, with an indication of the unit price excluding VAT in letters and figures;
- III. Detail Bill of Quantities and cost estimate of the work completed;
- IV. Sub-details of the different prices according to the model attached;

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(1) 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 Invitation to Tender, the bidders present offers 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 Contracting Authority's country shall be in currency of the 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 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 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 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 Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in compliance.

16.2 Under exceptional circumstances, the 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 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 Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with 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 Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder whose bid is in compliance with the basic solution has been evaluated as the lowest bid.

18.3 When according to the Special Regulations the bidders are 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 Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) 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 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 bear 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure

The Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorisation of the Minister 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 Contracting Authority shall notify the preferred bidder by telecopy confirmed by registered mail or by any other means that his bid was retained. This letter will indicate the amount the Project Owner will pay the contractor to execute the works and the execution time-limit.

Article 37: Publication of results of award and petitions

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

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

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

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

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

Article 38: Signing of the contract

- 38.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.
- 38.2 The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.
- 38.3 The contract must be notified to the successful bidder within five (5) days of its date of signature.

Article 39: Final Bond

- 39.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Project Owner with a final bond, to guarantee the complete execution of the works.
- 39.2 The bond whose rate varies between 2 and 5 percent of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.
- 39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.
- 39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

DOCUMENT N°. 3:

**SPECIAL REGULATIONS OF THE INVITATION
TO TENDER**

Special regulations of the invitation to tender

1) PURPOSE OF THE TENDERS:

The purpose of this tender is **FOR THE REHABILITATION OF THE SOLAR PLANT AT THE ELAK COUNCIL RADIO IN OKU SUB DIVISION, BUI DIVISION, NORTH WEST REGION**, launched by the Lord Mayor for Elak, within the framework of 2024 Council Investment Budget, with Invitation to tender Reference: **N° 10/ONIT/ MINDDEVEL/EC/ECITB/2024 of 28th /03/2024 THROUGH EMERGENCY PROCEDURE.**

Lot N°	Project	Locality	Amount for bid bond	Project Amount	Budget Heads	Duration in months
01	THE REHABILITATION OF THE SOLAR PLANT AT THE ELAK COUNCIL RADIO IN OKU SUB DIVISION, BUI DIVISION, NORTH WEST REGION.	ELAK	294,000	14,700,000	222 250	THREE(03)

This invitation to tender comprises one (01) as follows:

2) EXECUTION DEADLINE:

The maximum execution deadline provided for by the Contracting Authority shall be **three (03) Months maximum**, as from the date of notification of the service order.

3) SOURCE OF FINANCING

The said Supply shall be financed by the Council Budget for the 2024 financial year assigned to the Lord Mayor for Elak Council as Authorizing officer.

4) CONSISTENCY OF BIDS

Each offer drafted in English or French in 07 (Seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the award Services of the ECITB'S office, not later than **Friday the 26th of April 2024 at 10.00 am**, local time. It should be labelled as follows:

"OPEN NATIONAL INVITATION TO TENDER

N° 10/ONIT/MINDDEVEL/EC/ECITB/PIB 2024 OF 28th 03/2024 FOR THE REHABILITATION OF THE SOLAR PLANT AT THE ELAK COUNCIL RADIO IN OKU SUB DIVISION, BUI DIVISION, NORTH WEST REGION THROUGH EMERGENCY PROCEDURE.

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.

Internal envelopes

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

The first internal envelope shall be labeled;

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

ENVELOPE A: ADMINISTRATIVE DOCUMENTS

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(.dated , signed And stamped by the contractor)
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of 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 or financial institution approved by the Ministry in charge of Finance or by a foreign bank of first order not more than three months.
A.5	Purchase receipt of 26,000 FCFA tender file issued by Municipal treasury
A.6	A bid bond of 294,000 FCFA (TWO HUNDRED AND NINETY FOUR THOUSAND FCFA) issued by a first rate-bank or financial institution 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	Valid attestation for submission by the Social Insurance Fund, certifying that the bidder satisfied his obligations with respect to the aforementioned Social Insurance
A.9	Attestation of tax compliance certificate of not more than three months).
A.10	Certified Copy of a valid tax payers card, delivered by the chief of center. Dated at most 3 months.
A.11	Plan of localization signed by the Contractor

NB:

The above administrative documents should be forwarded in their originals or certified true copies dating not more than three months old.

The absence or the nonconformity of one of these documents not regulated within 48hrs will result to the elimination of the offer.

ENVELOPE B: - VOLUME II TECHNICAL OFFER

Doc N°	DESIGNATION
B1	General presentation of bids <ul style="list-style-type: none"> ➤ Properly bound. ➤ Table of content. ➤ Separators in color apart from white ➤ Presentation of documents in the order given in this tender. ➤ Clearness of the documents
B.2	REFERENCES OF SIMILAR SUPPLIES EXECUTED <ul style="list-style-type: none"> ➤ List of references of similar supplies done. The supplier will provide evidence of similar supplies done during the past years.

	➤ Show proof of similar supplies executed by presenting at least two copies of different Contracts and reception minutes (provisional reception projects) and related contracts or jobbing orders first and last pages
B.3	Technical notes on the methodology and the execution of the supply. The bidder will produce a technical note dated and signed on the last page providing all the following information. <ul style="list-style-type: none"> - The mode of execution of the supply - The planning of intervention, the expected output - supply of materials or the equipment - Administrative and technical organization of the enterprise
B.4	Attestation of site visit and site visit report <ul style="list-style-type: none"> ➤ Attestation of site visit signed by the contractor or their representatives ➤ Site visits Report .The bidder shall under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals signed and stamped by the contractor (pictures of the site where the supply is to be done).
B.5	Financial Capacity of the Bidder Pre – Financing capacity from a banking institution of first order approved by the Ministry in charge of finance, not less than 75% of the amount required in the offer.
B.6	The Special Administrative Clauses (SAC); (each page should be initialed and the last page signed And stamped by the contractor).
B.7	The Special Technical Clauses (STC). (Each page should be initialed and the last page signed And stamped by the contractor).

ENVELOPE C: FINANCIAL OFFER

Doc N°	DESIGNATION
C.1	The bid itself according to the model attached, stamped at the rate in force, dated, signed And stamped by the contractor.
C.2	The unit price schedule duly completed, with an indication of the unit price excluding VAT in words and in figures. (signed And stamped)
C.3	Detail quantities and cost estimates of supplies completed(signed And stamped)
C.4	The sub-details of prices according to the model attached and a soft copy in an excel format in a flash drive or CD drive.

5) Currency of bid and settlement

5.1. The value of the contract shall be in national currency (FCFA). The amount of the bid, the unit prices, the price Bill of quantities and sub detailed of unit prices shall be entirely in CFA Francs in the following manner:

a. Prices will be entirely settled in CFA Francs. Any bidder, who wants to engage expenditures in other currencies for the execution of the work, shall 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.

b. The exchange rates used by the bidder to convert its offer in national currency shall 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 no-revisable.

6) Submission of Bids:

Each offer drafted in English or French in 07 (Seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Service of Award Elak Council not later than **Friday the 26th of April 2024 at 10 am** local time. It should be labelled as follows;

**"OPEN NATIONAL INVITATION TO TENDER
N° 10/ONIT/MINDDEVEL/EC/ECITB/ 2024 OF 28th /03/2024
FOR THE REHABILITATION OF THE SOLAR PLANT AT THE ELAK COUNCIL
RADIO IN OKU SUB DIVISION, BUI DIVISION, NORTH WEST REGION THROUGH
EMERGENCY PROCEDURE.**

TO BE OPENED ONLY DURING THE BID OPENING SESSION"

7) EVALUATION OF TENDERS

7.1. Opening of bids

The bids shall be opened in single phase. The opening of the administrative documents and the Technical and Financial offers shall take place on **Friday the 26th of April 2024 at 11am** local time, by the ECITB in the conference hall of the Council.

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

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

7.2. Clarification on the bids

The request for clarification and the response shall be done in writing. No change of the offer price shall be requested, proposed or authorized.

7.3. 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.

7.4. 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 call for tenders. This evaluation will exclude and will not take into consideration any price variation clauses included in the submission.

The evaluation of bids shall be in two steps: technical and financial evaluation.

7.4. 1. Technical evaluation

7.4.1. 1. Eliminary criteria

Eliminary criteria will focus on the following aspects:

- ◆ Absence or insufficient of bid bond,
- ◆ Absence of administrative document not rectified within 48hours,
- ◆ Deadline for execution higher than prescribed (three months),
- ◆ Incomplete financial offer,
- ◆ Mark or sign on an envelope leading to the identification of the bidder,
- ◆ False declaration or forged document,
- ◆ Noncompliance with major technical specifications (to be listed),
- ◆ Technical assessment mark lower than **75%** of "Yes",
- ◆ Suspension of the enterprise by ARMP.

ii. Essential criteria

Essential criteria are primordial in the judgment of the technical and financial capacity of candidates to execute the works forming the subject of the invitation to tender.

The criteria relating to the qualification of candidates are based on the following:

iii Main qualification criteria

7.4.1. 2 Essential criteria

- The criteria relating to the qualification of candidates could indicatively be on the following: General presentation of the tender files;
- References of the company in similar achievements;
- Experience of supervisory staff,
- Logistics (Equipment);
- Methodology;
- Financial capacity;
- compliance with the model bid,
- Attestation of site visit signed by the Contractor,
- Report of site visit with pictures signed by the Contractor,
- The Special Technical Clauses (STC). (Each page should be initialed and the last page signed and stamped by the contractor);
- Special Administrative Clauses completed (each page should be initialed and the last page signed and stamped by the contractor),
- Pre – Financing capacity **not less than 75%** of the amount required in the offer.

The essential criteria are subjected to minima whose detail is given in the Special Regulation of the Invitation to tender (RPAO).

7.4.1.3 Main qualification criteria

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

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

This evaluation shall be done in a purely binary method with a (yes) or a (no) with an acceptable minimum of **75%** of the essential criteria taken in to 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 scored **100%** of the eliminatory criteria and at least **75%** of the essential criteria

A) The company's references:

Similar works in the past years The bidder shall justify its turnover either by a document from an expert or by submitting documents that can be used to appreciate the amounts from the realizations and the quality of the work (certificate of completion and/or minutes of (provisional or final) reception and related contracts, and jobbing orders).

b) Essential equipment

Essential equipment that the contractor shall make available for the contract (registration documents, purchase receipt) shall be the following: 4 x 4 pickup vehicle or van for the transportation of the equipment or Legalized document to hire equipment.

c) The methodology of intervention and execution of the supply:

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

- i. The mode of execution of the supply.
- ii. The planning of intervention, the expected output.
- iii. Administrative and technical organization of the enterprise.

d) 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 shall be at least more than or equal to amount required in the offer.

7.4.1. Other criteria

7.4. 2. Financial evaluation

The financial evaluation shall be based on the corrected amount of the bid. It shall consist of the analysis of the coherence of prices as well as the amounts of the totals.

8-Award of Contract

Subject to the clause of article 99 of the present PCC, the Contracting authority will award the contract to the bidder whose offer has been recognized substantially responsive to the requirement of the Tender file and has submitted the lowest feasible evaluated bid price.

9) Right of the Contracting authority to accept or reject any offer

Notwithstanding article 102 of the present PCC, the Contracting authority reserves the right to cancel the tendering process at any time before the opening of the tenders, without incurring liability to the bidders affected by its decision, nor obligation to inform them of the reasons for its decision.

10) Site Visit

A site visit is recommended to participating companies in this Tender file.

11) Period of validity of tenders

The period of validity of the tender is 90 days from the date of deposition of the offers.

12) Performance guarantee

Within fifteen (15) days from the date of notification of the contract, the contractor shall provide a guarantee of three percent (3%) of the amount of the contract (all taxes inclusive), to ensure full implementation.

**DOCUMENT N°. 4: SPECIAL ADMINISTRATIVE
CONDITIONS**

SPECIAL ADMINISTRATIVE CLAUSES (SAC)

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CHAPTER II: FINANCIAL CLAUSES

- Article 11 - Guarantees and securities (articles 29 and 41 of GAC supplemented)
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- Article 41 - Differences and Disputes
- Article 42 - Production and dissemination of this contract
- Article 43 and last: Entry into force this jobbing order

CHAPTER 1: GENERAL PROVISIONS

ARTICLE 1: SUBJECT OF CONTRACT:

The Subject of the present jobbing order is **THE REHABILITATION OF THE SOLAR PLANT AT THE ELAK COUNCIL RADIO IN OKU SUB DIVISION, BUI DIVISION, NORTH WEST REGION.**

ARTICLE 2: AWARD PROCEDURE

The present jobbing order is concluded by open National Invitation to Tender

ARTICLE 3: DEFINITIONS AND DUTIES (Article 2 of GAC Supplemented)

3.1 General definitions (cf. Code)

- The Contracting Authority shall be **THE LORD MAYOR OF ELAK COUNCIL**, He ensures the preservation of originals of contract documents and the transmission of copies to ARMP through the focal point designated to this effect.
- The authority in charge of the effective execution of the works: **The Lord Mayor Elak Council**
- The Control Engineer shall be. The **DD MINEE** hereinafter referred to as the Engineer
- The Project Owner shall be **THE LORD MAYOR OF ELAK COUNCIL**. He represents the beneficiary administration of the Supply. [Authorising Officer].
- **The Project Manager** shall be the **CDO of Elak Council**
- The contractor shall be X

3.2 Security

- The authority in charge of ordering payment shall be: **The Lord Mayor.**
- The authority in charge of the clearance of expenditures shall be the **Divisional Controller of Finance.**
- The body or official in charge of payment shall be the **Municipal Treasury Elak.**
- The official competent to furnish information within the context of execution of this contract shall be the **Lord Mayor of Elak Council..**

3.3 Duties of the Control Engineer, Project Manager

- I. Missions; To ensure the qualitative and quantitative of the equipment according to the terms of this contract and the respect of time limits

ARTICLE 4: LANGUAGE APPLICABLE LAWS AND REGULATIONS

4.1 The language to be used shall be either English or French

4.2 The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the contract.

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

Article 5: CONSTITUENT DOCUMENTS OF THE CONTRACT

The Contractual document, which form part of this jobbing order are in order of priority.

- 1) The Bid or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (SAC) and the Special Technical Conditions (STC) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular element necessary for the determination of the contract price, in order of priority are the unit price schedule, the detail of lump sum prices and detailed estimates break down of the lump sum prices;
- 6) Plans, calculation notes, trial documents, geotechnical documents,
- 7) The General Administrative Conditions applicable on public works contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical conditions shall be applicable to the services forming the subject of the jobbing order.

ARTICLE 6: GENERAL APPLICABLE TEXTS

This contract shall be governed by the following general instruments [to be adapted according to the case]:

- Framework Law No. 96/12 of 5 August 1996 on the management of the environment;
- The Mining Code;
- Instruments governing the various professional bodies;
- Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
- Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- The Decree N° 2018/366 of 20 June 2018 to institute the Public Contracts Code;
- Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
- Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
- Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
- The circular N° 00000026/C/MINFI of 29th December 2023 on instructions relating to the execution of the finance law, the monitoring and execution of the State Budget, Administrative, Public Establishment, Regional and local Authorities for the 2024 financial Year,
- Law NO. 2023/019 of 19th December 2023: Finance Law of the Republic of Cameroon for the 2024 financial year.
- Unified Technical Documents (DTU) for building works;
- Applicable standards;

Other instruments specific to the domain concerned with the contract

Article 7: COMMUNICATION

- 7.1 All notifications and written communication within the framework of this jobbing order shall be sent to the following address:
- a) In the case where the contractor is the addressee: beyond the time-limit of 15 days fixed in Article 6 (1) of the GAC to make his domicile known to the Chief of Service and immediately after completion of the works, correspondences shall be validly address to Elak Council.
 - b) In the case where the Project Owner is the addressee:
Sir/Madam_____ [to be specified] with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline
 - c) In the case where the Contracting Authority is the addressee: The Divisional Delegate of Public Contracts for Bui 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: ADMINISTRATIVE ORDERS

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

The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the contractor by the Project Owner with a copy to the Contracting Authority, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.

Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the Control Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.

- 8.1 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the contractor by
the Control Engineer or Project Manager (where applicable) with a copy to the Contracting Authority and Contract Manager.

- 8.2 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and Project Manager.
- 8.3 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by his services to the contractor with a copy to the Project Owner, Contract Manager, Contract Engineer and Project Manager.
- 8.4 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the contractor by the Control Engineer.
- 8.5 The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.6 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a maximum of 30 days from the date of transmission by the Contracting Authority to the Project Manager. Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.

ARTICLE 9: CONTRACTS WITH CONDITIONAL PHASES (ARTICLE 9 OF GAC)

- 9.1 *[Specify if the contract has one or several phases]*
At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the contractor. This attestation shall condition the start of the following conditional phase.
- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be *[to be specified]*.

ARTICLE 10: SUPPLIER'S EQUIPMENT (Article 15 of GAC supplemented)

- 10.1 Any modification, even partial, made in the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall have the personnel replaced by a staff of equal competence (qualifications and experiences).
- 10.2 In any case, the list 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 **Seven (07) 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 supply shall be a reason for termination of the jobbing order as mentioned in article 45 below or the application of penalties *[to be specified where need be]*.

CHAPTER 2: FINANCIAL CONDITIONS

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 Contracting Authority 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 Contracting Authority upon request by the contractor.

11.2 Performance bond (Guarantee Retention)

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 Contracting Authority upon request by the contractor.

11.3 Guarantee of start-off advance

The contractor may be granted a start-off amount of 20% of the contract amount (inclusive of taxes) upon request.

The start-off payment shall be guaranteed at 100% by a Cameroonian bank recognized by the Ministry in charge of Finance.

ARTICLE 12: AMOUNT OF THE CONTRACT

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 AIR _____ CFA F
- Net to be paid= EVAT- 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)

Prices shall be firm and not subject to any price revision.

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

1.1 Price updating modalities (not applicable)

ARTICLE 15: EVALUATION OF THE SUPPLY DONE

The work done shall be evaluated using the unit price.

ARTICLE 16: ADVANCES (article 28 of the GAC)

16.1 The Contracting Authority may grant a start-off advance equal to 30% of the amount of the contract].

16.2 This advance whose value cannot exceed twenty (30) 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.

16.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the contract.

16.4 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.

16.5 The possibility of granting start-off advance or advance for supplies must be expressly stipulated in the Tender File.

Article 17: PAYMENT (articles 19)

The contracting authority has a time-limit of three (03) days to visa and forward the supplier's bill for payment.

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

ARTICLE 18: PENALTIES FOR DELAY

A. Penalties for lateness.

18.1 The amount set for penalties for delays is set as follows:

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

18.2 The cumulated amount of penalties for delay shall be limited to ten percent (10%) of the initial jobbing order inclusive of all taxes.

B. Specific penalties.

18.3 Apart from penalties of overrun of the contractual deadlines, the contractor is liable to the following special penalties for the non-respect of the provisions of the contract. Notably:

- Late submission of final bond;
- Late submission of insurances;
- Late submission of the draft execution programme if the lateness is caused by the contractor.

ARTICLE 19: FINAL DETAILED ACCOUNT (article 34 of the GAC)

19.1 [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 **30 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.

19.2 [Indicate the time-limit available to the Contract Manager to notify the corrected and approved draft to the Project Manager (maximum one month)].

19.3 [Indicate the time-limit available to the contractor to return the signed final detailed account (maximum 1 month)].

ARTICLE 20: GENERAL AND FINAL DETAILED ACCOUNT (article 35 of the GAC)

20.1 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 contract or definitely binds the two parties puts an end to the contract, except with regard to interest on overdue payments.

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

ARTICLE 21: TAX AND CUSTOMS SCHEDULE

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

- Taxes and dues relating to industrial and commercial projects, including the AIR 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 jobbing order;
- Duties and taxes of entry in to Cameroonian territory (customs duties, VAT, computer tax);
- Council dues and taxes;
- Dues and taxes relating to the execution of building materials and water.

These elements shall be included in the costs which the enterprise inputs on its running costs and constitute one of the elements of the sub-details of prices exclusive of taxes. All prices inclusive taxes mean VAT included.

ARTICLE 22: REGISTRATION AND STAMP DUTY

Seven (7) original copies of the present jobbing order shall be stamped and registered at the expense of the contractor, in accordance with the applicable regulations.

CHAPTER III: EXECUTION OF THE PROJECT

ARTICLE 23: NATURE OF THE SUPPLY (article 46 of GAC)

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

ARTICLE 24: ROLE AND RESPONSIBILITIES OF THE PROJECT OWNER (GAC supplemented)

24.1 The Project Owner shall be bound to furnish the Supply with information necessary for the execution of his/her mission and to guarantee, at the cost of the contractor, access to sites of projects.

24.2 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 25: EXECUTION TIME-LIMIT OF THE CONTRACT (article 38 of the GAC)

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

25.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the Supply.

ARTICLE 26: ROLES AND RESPONSIBILITIES OF THE SUPPLIER.

The contractor shall be responsible for the supply for which he has been chosen. To this effect, his mission shall be to ensure its execution under the supervision of the Engineer in conformity with the regulation and standards in force and in respect to the supply schedule. The contractor shall also be expected to carry out all the necessary calculations, chose and buy all equipment, adequate materials etc. required for the supply.

The contractor confirms that he has verified the volume of supply to be executed and that he is reputed to have taken perfect cognizance of the scope of the works and the necessity for prompt action to request irrespective of whether he has to use his own equipment or hire equipment to effect the supply. To this end, he cannot use any omission or under estimation of the supply to make any claims of any nature whatsoever.

Removal of equipment, materials, installations and work site waste shall be carried out by the contractor before reception, failing which the Contracting Authority shall automatically precede with it soon after the expiry date, at the contractor's expense.

ARTICLE 27: 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 Manager.

The Project Owner shall make available the site and access ways to the Supplier at the appropriate time.

ARTICLE 28: 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 29: DOCUMENTS TO BE FURNISHED BY THE SUPPLIER (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]

29.1 Programme of supply, 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 supplier shall submit in *[six (6)]* copies for the approval of *[Contract Manager after the endorsement of the Project Manager (or Project Engineer)]* the execution programme of the 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 reception 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 reception.

- 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.

29.2 Execution draft

- a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the supply must be submitted for the endorsement of the *[Contract Manager or Project Manager]* at most

one month (*specify the duration which must not exceed one month*) 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 *fifteen (15) days* to examine and make known his observations. The contractor then has a deadline of *[eight days]* to present a new file including the said observations.

29.3 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 30: SUB-CONTRACTING

This jobbing order may give rise to sub-contracts or subsidiary orders with a maximum accord of 30% of the initial jobbing order amount.

However, any recourse to sub-contractors or placing of subsidiary orders shall be subject to the prior authorization of the Contracting Authority. Notwithstanding the recourse to sub-contracting or placing of subsidiary orders, the contracting partner shall be responsible for the execution of all the obligation of the said jobbing order.

Chapter IV: ACCEPTANCE

Article 31: Documents to be furnished prior to the technical acceptance (article 41 of GAC supplemented) Within at least ten (10) days prior to the provisional acceptance, the supplier shall forward to the Project Owner the following documents:

1. Copy of the supplier's bill describing the supplies indicating their quantities, prices and total amount;
2. Notification of the delivery;
3. Certificate of guarantee by the manufacturer or supplier;
4. Certificate of origin.

Article 31: Provisional acceptance (articles 40 and 41 of GAC): Prior to the provisional acceptance, the supplier shall request in writing to the Contract Manager with a copy to the Engineer, the organization of a technical visit before the acceptance.

31.1 Trials included in preliminary operations to the acceptance shall be the testing of the equipment and the generator.

31.2 The Acceptance Commission shall comprise the following members for guideline only:

1. The Project Owner or his representative as Chairperson;
2. The Project Manager, member;
3. The Contract Engineer Secretary
4. The Divisional Delegate MINMAP BUI Member
5. The Stores Accountant, Elak Council member;
7. The Contractor member.

Members of the Commission shall be convened by the chairman to the acceptance by mail at least ten (10)

days before the date of acceptance and the supplier shall be convened by mail ten days before acceptance.

The supplier is bound to attend. He takes part in the acceptance as an observer. His absence is equivalent to acceptance without reservation of the conclusion of the Acceptance Commission. [quorum to be indicated].

The Commission shall examine the minutes of the preliminary operations to the acceptance and shall proceed to provisional acceptance of the supplies if there is need.

The visit for provisional acceptance shall be the subject of minutes of provisional acceptance signed on the spot by all the members of the Commission. The minutes of the provisional acceptance report shall specify or set the date of completion of the delivery.

31.3 There shall be no partial acceptance of some of the supplies.

31.4 The Guarantee period commences as of the date of provisional reception which is also the final reception

Article 32: Documents to furnish after provisional acceptance (article 40 of GAC supplemented):

The following documents shall be furnished after the provisional acceptance;

Article 33: Guarantee period (article 40 of GAC supplemented)

33.1 The guarantee period shall be six (06) months to run from the date of the provisional acceptance of the supplies.

33.2 During the guarantee period, the supplier shall be bound to provide all After-sales service and consumables.

Article 34: Final acceptance (article 48 of GAC) .

34.1 The Project Manager shall be a member of the commission.

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

34.3 The final acceptance shall mark the end of the contract and shall release the Project Manager of all obligations. The joint signature of the final detailed bills by the Project Owner and the supplier shall definitely end the contract.

CHAPTER V: MISCELLANEOUS PROVISIONS

ARTICLE 39: TERMINATION OF THE CONTRACT (article 74 of the GAC)

The jobbing order may be terminated as provided for in Article 182 of Decree No. 2018/366 of 20 JUNE 2018 instituting the Public Contracts Code and equally under the conditions laid down in Articles 74, 75 and 76 of the GAC especially in case of:

- Delay of more than fifteen (15) days in the execution of a Service 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 on payment for services.

ARTICLE 40: FORCE MAJEURE (Unforeseen Circumstances)

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 41: DISAGREEMENTS AND DISPUTES (article 79 of the GAC)

Disagreements and disputes resulting from the execution of this contract may be settled amicably. Where no amicable solution can be found for a disagreement, it is brought before the competent court in Bui Division of the Republic of Cameroon

ARTICLE 42: DIFFERENCES AND DISPUTES

Any dispute arising from this jobbing order shall be resolved amicably. Failure to arrive at a compromise, the matter shall be referred to the competent court in Bui Division of the Republic of Cameroon.

ARTICLE 43: PRODUCTION AND DISSEMINATION OF THIS CONTRACT

The jobbing order shall be produced by the Contracting Authority and the contractor shall multiply it in Ten (10) copies at his expenses.

ARTICLE 44 AND LAST: ENTRY INTO FORCE OF THIS JOBBING ORDER

This jobbing order shall be regarded as finally concluded after its signature by the Lord Mayor of Elak Council and it shall only come into force after it has been notified to the Contractor

DOCUMENT N^o. 5
SPECIAL TECHNICAL CONDITIONS (STC)

SPECIAL TECHNICAL CONDITION

Content

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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 snotpic 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 doesnt attenuate in any way his full and total responsibilities. However, a site visite 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 have 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 Rehabilitation of the Solar Plant at The Elak Council Radio in Oku Sub Division, Bui Division:**

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 inforce in Cameroon and in relation to the managment 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 supplementaries ;
- 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 streetlighting 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 streetlighting. 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 streetlighting installations;
- NF C 17-200 Relating to installations destined for public streetlighting;
- 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 textes

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 enforced, 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 autorisation from the engineer.

Article 6: Site Organisations – duration – penalties

All necessarily measures for the execution of this present project must be respected. (Supply and tempopral 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 autorisation of the project owner.

Article 8: Site visit meetings

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

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 other to reduce the risk encured 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 equipments (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 equipments; 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.

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.

Chapitre II: General Technical Specifications for the project.

Article 11: Definition

A solar streetlight is a dispositive for public lighting that functions through the use of solar photovoltaic energy. Withing the framework of this STC, it consists of :

- Panel: made up of Cells of 72(6x12) which forms an array;
- A luminary or the head of the streetlight: its the sum up of the mechanical, optical, and electrical parts that carries one or more lamps. It permits on the one hand to distribute and control the luminus flux and on the other hand protects the lamps, the electric circuit and the mechanical dispositive from atmospheric effects
- One or photovoltaic modules ;
- One or more batteries for storage;
- A charge controller ;
- A set of control dispositive, cables and earth;
- Battery storage system;
- Panel rack.

Article 12: The panels

The working voltage of the solar cell needs to be selected according to the controller Working voltage, and then confirm the open circuit voltage of the solar panel..

Article 13 : The luminary

The luminary consists of an optical system incorporating a reflector, a refractor and a control mechanism. This setup should guarantee a high efficiency without emitting luminous flux above the horizon. The head of the luminary should hence be flat, transparent and in a horizontal posture. We should avoid convex and non transparent heads which disperses luminous flux thereby provoking useless losses.

The system should be of the LED type with a nominal power of 6,3kW (DC, 12/24V)

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 : up to 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 crystalline modules.

The maximum operational voltage should be clearly specified on the datasheet and on the name plate of the module. It must be compatible with the voltage put in place for the normal functioning of the lamps.

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 such that it functions from 6am to 6pm with a 3 days' autonomy. It must reconstitute a constant current flow during long periods while preserving its ability to recharge. Gel 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 200cycles at 80% depth of discharge;
- autodischarge: a good solar battery must not have more than 3 to 5 % of monthly losses capacity at 20°C ;

to avoid the accumulation of explosive gas, we need to watch out for good ventilation of the batteries. A supplementary water tight container will constitute a good protection in case of acid.

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:

- 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 equipments must be interconnected and linked to the earth.

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

Article 18: Control of Lighting

A control mechanism for the solar plant must allow the the system to be controlled in lighting and turning off during appropriate hours by the help of usual mechanism (sensors, switches, etc.). This mechanism can eventually be intergrated into the charge controller. A dispositive to vary the power will permit us reduce the energy consumption in the middle of the night.

Article 19: Fixtures and civil works

The solar panel will be fixed on the ground through a steel rack casted heavily with reinforced concrete and with the help of flat fixture. This setup must be sized following the rules of the art to withstand the weight of the solar panels.

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/l)		
	Solar Irradiation (kWh/m ² /l)		
	Norminal voltage (V)		
	Lighting efficiency		
	Efficiency of the PV generator		
	Battery efficiency		
	Inverter efficiency		
	Charge controller effeciency		
	Depth of discharge of battery		

PHOTOVOLTAIC GENERATOR	Facteur de correction		
	Puissance crête (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 characterisitics (A)		

Article 21 : Technical Characteristics of the offer
(to be completed by the bidder)

Jobbing order:		
Locality:		
Sub Divisions:		
Division:		
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 80% discharge	
	Nber of cycles at 30% discharge	
Charge controller	Efficiency	
	Brande	
	Current	
	Voltage	
	Autoconsumption	
	Automatic disconnection	
	MPPT Localisation	
Exploitation Temperature		
Protection index		
Brande		
Type		
Power		
Maximum power of luminus flux		
Luminous efficiency		

Duration of Authonomy with battery charged to maximum.		
Temperature of the colour (K)		
Life span of the luminary (h)		
Head (form/orientation)		
Commande dispositive(precise)		
CYCLE OF MAINTENANCE AND GUARRANTEE		
Recommended Replacement of Battery after (precise the number of years)		
Recommended Remplacement of lamps after (precise the number of years)		
Guarantee of solar production after de la production solaire après (precise the percentage of production guarrantee)	2 years	
	5 years	
	10 years	
FIXATURES AND CABLE		
Cable	Size	
	Type	
Connector	Type	
INVERTER	Type	
	Power	

UNIT PRICE LIST

UNIT PRICE LIST FOR THE REHABILITATION OF THE SOLAR SYSTEM AT THE ELAK COMMUNITY RADIO, OKU SUB DIVISION, BUI DIVISION OF THE NORTH WEST REGION

NO	Description	Unit	Unit Price(CF A) {in words}	Total Price(CF A) {in words}
100	PRELIMINARY WORKS			
101	S & I Solar Modules(Polychrystaline panel) per 350v vandalized	U		
102	S & I Charge controller MPPT80V60	U		
103	S & I Inverter 10KW	U		
104	S & I Battery Bank- 12V, 250 AH vandalized	U		
200	II-SUPPORT RACK-CIVIL WORKS			
201	Module Structure, four/ STRUCTURE+ Panel stand Roof top	LS		

202	Construction of Battery stand and Control Room + all suggestions	LS			
300	III-ELECTRICAL INSTALLATION				
301	S & I of cable 16mm ² NEXAN TH	LS			
302	S & I of cable 2.5mm ² TH Single	LS			
303	S & I of cable 1.5mm ² TH Single	LS			
304	S & I flexible Pipes 15mm ²	LS			
305	Connectors,Screws+other accessories	LS			
400	IV-PROTECTION + EARTH SYSTEM				
401	S & I Thunder Arrestor 1KVA	U			
402	S & I Circuit Breaker 63 A DC	U			
403	S & I Combiner box DC 40	U			
404	S & I Distribution box AC 30	U			
405	S & I Junction Fuse Box AC 63 A SCHNIEDER	U			
406	S & I Fuse AC10	U			
407	S & I Earth Rod Copper rod	U			
408	S & I Earth Cable 16mm ² Cable VG	ML			
409	fittings	U			
500	V-SUNDRY EXPENSES				
501	Transportation of personnel and materials	LS			
502	Erection & Commissioning and training for management	LS			
503	Site installation	LS			

DETAILED BILL OF QUANTITIES

QUANTITATIVE AND COST ESTIMATE FOR THE REHABILITATION OF THE SOLAR SYSTEM AT THE ELAK COMMUNITY RADIO, OKU SUB DIVISION, BUI DIVISION OF THE NORTH WEST REGION

NO	Description	Unit	Qty	U. P.	T. P.
100	PRELIMINARY WORKS				
101	S & I Solar Modules(Polychrystalline panel) per 350v vandalized	U	10		
102	S & I Charge controller	U	1		
103	S & I Inverter	U	1		
104	S & I Battery Bank- 12V, 250 AH vandalized	U	6		
	Sub-Total 100				
200	II-SUPPORT RACK-CIVIL WORKS				
201	Module Structure, four/ STRUCTURE+ Panel stand Roof top	LS	1		
202	Construction of Battery stand and Control Room + all suggestions	LS	1		
	Sub-Total 200				
300	III-ELECTRICAL INSTALLATION				
301	S & I of cable 16mm ² NEXAN TH	LS	1		
302	S & I of cable 2.5mm ² TH Single	LS	1		
303	S & I of cable 1.5mm ² TH Single	LS	1		
304	S & I flexible Pipes	LS	1		
305	Connectors,Screws+other accessories	LS	1		

	Sub-Total IV				
400	IV-PROTECTION + EARTH SYSTEM				
401	S & I Thunder Arrestor	U	1		
402	S & I Circuit Breaker	U	2		
403	S & I Combiner box	U	1		
404	S & I Distribution box	U	1		
405	S & I Junction Fuse Box	U	1		
406	S & I Fuse AC10	U	1		
407	S & I Earth Rod Copper rod	U	1		
408	S & I Earth Cable 16mm ² Cable VG	ML	20		
409	fittings	U	1		
	Sub-Total IV				
500	V-SUNDRY EXPENSES				
501	Transportation of personnel and materials	LS	1		
502	Erection & Commissioning and training for management	LS	1		
503	Site installation	LS	1		
	Sub-Total 600				
	TOTAL WITHOUT TAXES				
	VAT: 19.25%				
	TOTAL TAXES INCLUSIVE (TTC)				

UNIT PRICE BREAKDOWN

<i>Supply of a solar panels_(300W)</i>					
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		

DOCUMENT N° 9
MODEL JOBBING ORDER

REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL
DEVELOPMENT

NORTH-WEST REGION

OKU SUB DIVISION

ELAK - COUNCIL

ELAK - COUNCIL INTERNAL TENDERS' BOARD



REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

MINISTERE DE LA DECENTRALISATION ET DU
DEVELOPPEMENT LOCAL

REGION DU NORD-OUEST

ARRONDISSEMENT D'OKU

COMMUNE D'ELAK

MISSION INTERNE DE PASSATION DES
MARCHES DE LA COMMUNE D'ELAK

ELAK COUNCIL INTERNAL TENDERS BOARD.

JOBGING ORDER N°. 10/JO/MINDDEVEL/EC/ECITB/2024
OF _____

Awarded after an Open National Invitation to Tender
N° 10/ONIT/MINDDEVEL/EC/ECITB/ 2024 OF 28/03/2024
FOR THE REHABILITATION OF THE SOLAR PLANT AT THE ELAK COUNCIL RADIO IN
OKU SUB DIVISION, BUI DIVISION, NORTH WEST REGION THROUGH EMERGENCY
PROCEDURE.

HOLDER (ETS ADDRESS):
P.O BOX TEL.....FAX:

TRADE REGISTER N°(N° R.C.):

TAX PAYER N°:

BANK ACCOUNT N°:AT..... (BANK)

AGENCY OF:

SUBJECT:

EXECUTION DEADLINE: THREE (03) MONTHS

AMOUNT IN FCFA:

Amount tax inclusive	
Amount without Taxes	
VAT (19.25)	
A.I.R. (2.2 or 5.5 %)	
Net Payable	

FINANCING: 2024 COUNCIL BUDGET

BUDGET HEAD: 222 250

LOCATION: ELAK

ENTERED ON: _____
SIGNED _____ ON:

NOTIFIED _____ ON:

REGISTERED ON: _____

BETWEEN:

The Elak Council, represented by the Lord Mayor hereinafter referred to as the "The Contracting Authority"

ON THE ONE PART,

AND

Enterprise

Whose head office is at

Hereinafter referred to as the "Contractor"

Represented by its Director, Mr./Ms

Address: P.O. Box Tel Fax

Business Registry No

Tax Payers' Card No

ON THE OTHER PART

IT IS HEREBY AGREED AND ORDERED AS FOLLOWS:

SUMMARY

Part I: Special Administrative Clause (SAC)
Part II: Special technical Clauses (STC)
Part III: Schedule of Unit Prices
Part IV: Details or Estimates

Page and last of Jobbing Order No 10/JO/MINDDEVEL/EC/ECITB/2024
 awarded after an Open National Invitation to Tender N° 10/ONIT/
 MINDDEVEL/EC/ECITB/2024 OF
 With

N° 10/ONIT/MINDDEVEL/EC/ECITB/ 2024 OF 28/03/2024
FOR THE REHABILITATION OF THE SOLAR PLANT AT THE ELAK COUNCIL RADIO IN OKU
SUB DIVISION, BUI DIVISION, NORTH WEST REGION , THROUGH EMERGENCY PROCEDURE.

EXECUTION DEADLINE: THREE (03) MONTHS

AMOUNT OF JOBBING ORDER IN FCFA:

Amount tax inclusive	
Amount without Taxes	
VAT (19.25)	
A.I.R. (2.2 or 5.5%)	
Net Payable	

Read and accepted by the Contractor

ELAK (date)

Signed by the LORD MAYOR ELAK COUNCIL

ELAK..... (date)

Registration

DOCUMENT N° 10
FORMS AND MODELS TO BE USED

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: Schedule framework

Annex N°. 1: Model tender

I, the undersigned _____ [indicate the name and capacity of signatory]
Representing the _____ company or enterprise or group¹ 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:
[recall the subject of the invitation to tender]

- After having personally taking account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;
- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File.
- Submit and commit myself to execute the Supply 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 offer for [indicate duration of validity, in principle 120 days from the deadline of submission of tenders.
- 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.

Signature
of.....in
the capacity
of.....duly
authorised to sign the tenders
on behalf
of².....

¹ Delete where necessary

² Attach the Power of Attorney

ANNEX N°. 2: MODEL BID BOND

Addressed to [indicate the Contracting Authority and his address] "Contracting Authority"
Whereas the undertaking _____ hereinafter referred to as the "bidder" has submitted his tender on _____ for [recall the subject of the invitation to tender], hereinafter referred to as "the tender" and to which shall 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 declare to guarantee payment to the Contracting Authority of the maximum sum of [indicate the amount] CFA francs, that the bank pledges to pay in full to the

Contracting Authority, binding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the bidder retires his tender during the validity period specified by him in the tender; or
If the bidder, having been notified of the award of the contract by the 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 Contracting Authority an amount up to the maximum of the sum referred to above upon reception of his first written request, without the Contracting Authority having to justify his request, given, however, that in his request the 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 Contracting Authority for the submission of tenders. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of tenders. Any request by the 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, be submitted 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 N°. 3: 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 Contracting Authority [address of the Contracting Authority] (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 reception 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 guarantee 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

ATTACHMENT No. 4: MODEL OF PERFORMANCE BOND (RETENTION FUND)

Bank: _____
Reference of the bond: No. _____
Addressed to [Indicate the Contracting Authority]
[Address of Contracting Authority]
Hereinafter referred to as "the Contracting Authority"

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 work]

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 Contracting Authority for a maximum amount of _____
[in figures and letters] corresponding to [percentage below 10 % to be specified] of the contract price³.

And we pledge to pay to the Contracting Authority within a maximum deadline of eight (8) weeks upon his simple written request declaring that the contractor has not fulfilled his contractual obligations or is indebted to the Contracting Authority 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 Contracting Authority 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 Contracting Authority.

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

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

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

³ In the case where the bond is established once upon start of the works and covers the full bond, that is, 10 % of the amount of the contract

ANNEX N°. 5: Schedule framework

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

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

[Signature of the bank]

DOCUMENT N° 11
PRELIMINARY SITE 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.

Annex No. 7: 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

1.4.1 Description of the studies;

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

1.5 Rehabilitation or new works

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

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

1.5.3 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

DOCUMENT N° 12
OTHER DOCUMENTS

EVALUATION GRID

N° 10/ONIT/MINDDEVEL/EC/ECITB/ 2024 OF 28/03/2024
FOR THE REHABILITATION OF THE SOLAR PLANT AT THE ELAK COUNCIL RADIO IN
OKU SUB DIVISION, BUI DIVISION, NORTH WEST REGION, THROUGH EMERGENCY
PROCEDURE.

EVALUATION GRID FOR ELIMINATORY CRITERIA			
DOC N°	DESCRIPTION	YES	NO
A.1	Certified Copy of the Business Registration, not more than three months old.		
A.2	Declaration of intention to tender stamped with the tariff in force(.dated , signed And stamped by the contractor)		
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of 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 or financial institution approved by the Ministry in charge of Finance or by a foreign bank of first order not more than three months.		
A.5	Purchase receipt of 30,000FCFA of tender file issued by Municipal treasury		
A.6	A bid bond of 600, 000FCFA per lot (Six Hundred thousand FCFA) issued by a first rate-bank or financial institution 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	Valid attestation for submission by the Social Insurance Fund, certifying that the bidder satisfied his obligations with respect to the aforementioned Social Insurance		
A.9	Attestation of tax compliance certificate, not more than three months).		
A.10	Stamped Copy of a valid tax payers card, delivered by the chief of centre.		
A.11	Plan of localization signed by the Contractor		
A.12	Deadline for delivery higher than prescribed		
A.13	False declaration or falsified documents		
A.14	Two Bids with the same personnel		

B)	EVALUATION GRID FOR ESSENTIAL CRITERIA		
N°		YES	NO
B.1	General presentation of bids		
	➤ Properly bind.		
	➤ Table of content.		
	➤ Separators in color apart from white		
	➤ Order described respected		
	➤ Clearness of the documents		

B.2	REFERENCES OF SIMILAR SUPPLIES EXECUTED		
	<ul style="list-style-type: none"> ➤ List of references of similar supplies executed. The contractor will Provide evidence of similar supplies carried out during the past years. ➤ Show proof of similar projects executed by presenting at least two copies of different Contracts and reception minutes (provisional reception for 2023 and 2021 projects or final reception for up to 2024 projects) and related contracts or jobbing orders first and last pages 		
B.2.1	First Reference in the domains of construction		
B.2.2	Second Reference in the domains of construction		
B.3	TECHNICAL PROPOSALS		
B.3.1	- The mode of execution of the works		
B.3.2	- The planning of intervention, the expected output		
B.3.3	- supply of materials or site equipment		
B.3.4	- Measures of safety and protection of the environment		
B.3.5	- Administrative and technical organization of the enterprise		
B.4	LOGISTICS (Equipment put aside for this project)		
B.4.1	Proof of ownership of a pickup truck or van, or show proof of ability to hire		
B.5	FINANCIAL CAPACITY		
B.5.1	Pre – Financing capacity from banking or financial institutions of first order approved by the Ministry in charge of finance, not less than 75% to the amount required in the offer.		
B.6	ATTESTATION OF SITE VISIT AND SITE VISIT REPORT		
B.6.1	Attestation of site visit signed by the contractor		
B.6.2	Site visit Report of (The bidder shall under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals signed by the contractor and justified by pictures		
B.7	The Special Administrative Clauses (SAC); (each page should be initialed and the last page signed And stamped).		
B.8	The Special Technical Clauses (STC). (Each page should be initialed and the last page signed And stamped).		

EVALUATION GRID OF FINANCIAL OFFER			
C.1	The bid itself according to the model attached, shall be stamped at the rate in force, dated, signed And stamped by the contractor		
C.2	Unit price schedule duly completed, with an indication of the unit price excluding VAT in words and in figures. (signed And stamped)		
C.3	Detail quantities and cost estimated (signed And stamped)		
C.4	The sub-details of prices and a soft copy in an excel format on either a flash drive or CD drive.		

NB: The financial evaluation shall be based on the corrected amount of the bid. It shall consist of the analysis of the coherence of prices as well as the amounts of the totals

Main Evaluation criteria's

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

A/ Eliminatory criteria

- ♦ Absence or insufficient of bid bond,
- ♦ Absence of administrative document not rectified within 48hours,
- ♦ Deadline for execution higher than prescribed (three months),
- ♦ Incomplete financial offer,
- ♦ Mark or sign on an envelope leading to identification of bidder,
- ♦ False declaration or forged document,
- ♦ Noncompliance with major technical specifications (to be listed),
- ♦ Technical assessment mark lower than **75%** of "Yes",
- ♦ Suspension of the enterprise by ARMP

B/ Essential criteria

- General presentation of the tender files;
- References of the company in similar achievements;
- Experience of supervisory staff,
- Logistics (Equipment);
- Methodology;
- Financial capacity;
- compliance with the model bid,
- Attestation of site visit signed by the Contractor,
- Report of site visit with pictures signed by the Contractor,
- The Special Technical Clauses (STC). (Each page should be initialed and the last page signed and stamped by the contractor);
- Special Administrative Clauses completed (each page should be initialed and the last page signed and stamped by the contractor),
- Pre – Financing capacity **not less than 75%** of the amount required in the offer.

The essential criteria are subjected to minima whose detail is given in the Special Regulation of the Invitation to tender (RPAO).

C/ Main qualification criteria

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

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

This evaluation shall be done in a purely binary method with a **(yes)** or a **(no)** with an acceptable minimum of **75%** of the essential criteria taken in to 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 scored **100%** of the eliminatory criteria and at least **75%** of the essential criteria

MODEL ATTESTATION OF SITE VISIT

I the undersigned

Engineer of the Company: (Name of Enterprise),

Has actually visited the site which is going to receive the supplies relative
TENDER N° 10/ONIT/MINDDEVEL/EC/ECITB/ 2024 OF 28/03/2024

FOR THE

**N° 10/ONIT/MINDDEVEL/EC/ECITB/ 2024 OF 28/03/2024 REHABILITATION OF THE SOLAR
PLANT AT THE ELAK COUNCIL RADIO IN OKU SUB DIVISION, BUI DIVISION, NORTH WEST
REGION , THROUGH EMERGENCY PROCEDURE.**

The interested person declares:

- To have carried out a thorough study of the site taking into consideration all the constraints relative to the execution of job with respect to norms.
- To establish his unit price schedules taking into account the difficulties of the site relative to the execution of the works and shall in no condition claim the Contracting Authority for any increase of unit price.

In Testimony Whereof, this present attestation of site visit is established and issued to serve the purpose it deserves.

Date

Stamp of enterprise

Signature and Names of the Contractor.

SITE VISIT REPORT

Name of project

Name of Enterprise

1. CONTEXT OF THE PROJECT
2. GEOGRAPHICAL SITUATION
3. STATE OF THE SITE
4. PHOTOGRAPHS OF THE SITE (access to the site, existing structures of the road etc.)

Date.....

Name of Enterprise:

Stamp and signature of enterprise

DOCUMENT N° 13
LIST OF COMMERCIAL BANKS AND FINANCIAL
INSTITUTIONS

LIST OF COMMERCIAL BANKS AND FINANCIAL INSTITUTIONS AUTHORIZED TO ISSUE BONDS FOR PUBLIC CONTRACTS

I- BANKS

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

II- Insurance companies

14. Chanas Insurance;
15. Activa Insurance
16. Zenette Insurance

ANNEXES

MODEL OF PLANNING OF WORK EXECUTION

PLANNING OF WORK EXECUTION

OPEN NATIONAL INVITATION TO TENDER:

Nº 10/ONIT/MINDDEVEL/EC/ECITB/202 OF 28 / 03/ 2024.

/ 01/2017 / 30/12/2017 / 31/12/2017 / 31/12/2017																			
N°	DESCRIP TION	Dura tion	FIRST MONTH				SECOND MONTH						THIRD MONTH				FOURTH MONTH		
			1	2	3	4	5	6	7	8	9	10	1	1	1	14	15	16	1
Lot 10 0	PRELIMI NARY WORKS																		
10 1																			
10 2																			
Lot 20 0																			
20 1																			
20 2																			
20 3																			

--	--	--	--	--

ENTERPRISE: _____

I. PERSONNEL

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
A	WORKS DIRECTOR			
1	Attestation of presentation of original of diploma and Certified true copy of National Identity Card if not no notation of N°A			
2	Certified true copy of diploma , C V dated and signed and Attestation of availability dated and signed			
B	SITE FOREMAN			
1	Attestation of presentation of original of diploma and Certified true copy of National Identity Card if not no notation of N°B			
2	Certified true copy of diploma , C V dated and signed and Attestation of availability dated and signed			
C	TEAM LEADER : Building			
1	Attestation of presentation of original of diploma and Certified true copy of National Identity Card.			
2	Certified true copy of diploma			
3	C V dated and signed and Attestation of availability dated and signed			
D	TEAM LEADER : Electrician			
1	Attestation of presentation of original of diploma and Certified true copy of National Identity Card.			
2	Certified true copy of diploma			
3	C V dated and signed and Attestation of availability dated and signed			
E	TEAM LEADER : Electricity works			
1	Attestation of presentation of original of diploma and Certified true copy of National Identity Card.			
2	Certified true copy of diploma			
3	C V dated and signed and Attestation of availability dated and signed			
	TOTAL		/05 YES	

NB: one item lacking or irregular means **NO** to the point in question.

II - REFERENCES

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
A	02 References in the electrical works or public works with justification (amount at least 22 000 000 all taxes inclusive) for the past 03 years.			
1	First project			
2	Second project			
	TOTAL		/ 02 YES	

III -EQUIPMENT

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
1	Proof of ownership or rental of a vehicle (Pick up 4 x 4 or YAP) in good operating condition with a current visite technique and a carte grise certified by the services of MINTRANSPORT Proof of ownership of electrical installation equipment, and of Hand tools (building, electricity, carpentry) ¹ in good operating condition.			
	TOTAL		/ 01 YES	

NB: one item lacking or irregular means NO to the point in question.

¹Poor set of hand tool will not be accepted and must reflect the nature of work to be carried out.

IV – METHODOLOGY OF INTERVENTION AND WORK EXECUTION

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
1-	ACKNOWLEDGEMENT OF SITE AND PRESENTATION OF THE COMPANY			
	Attestation of site visit and site visit report with relevant images			
	Project site layout plan with comments ⁴			
	Illustration of the map of the area with key ⁵			
	Organizational chart of the enterprise with comments			
	Organizational chart of the building construction site with comments ⁶			
2-	ACKNOWLEDGEMENT OF TECHNICAL SPECIFICATIONS AND PLANNING OF WORKS AND EXECUTION DATE LINE			
	A copy of CCTP (Special Technical Specification).duly initialed on each page, signed by the enterprise and dated on the last page.			
	Planning of work execution with comments ⁷			
	Installation: Origin of materials			
	Description of deployment of team			
3-	INSTALLATION TESTS & METHODOLOGY OF EXECUTION OF WORKS			

² According to the existing site proposed during site visit and must carried the project's name.

³ Here is the existing elements on the spot and some other ones all round including roads and must be well materialized.

⁴ According to the project to be carried out

⁵ See the model of planning of work execution attached.

⁶ See the model for summary of logical sequence attached.

	Description of tests on battery, panel, cement and charge controller. (inverters, cables)			
	Description of tests on panel, other electrical materials			
	Proper description of the methodology of execution of works ⁷			
	Description of health /safety /socio-economic and environmental measures at the work site			
	Description of the application of the HIMO approach			
	Description of maintenance measures during the guarantee period			
4	INSTALLATION			
	Electricity: Description of inspection and tests, protection of cables, installation of conduits and cables, installation of accessories.			
	Fixing: General guidelines for cable placement			
	TOTAL		/ 4YES	

NB: one item lacking or irregular means NO to the point in question.

V- SELF FINANCING CAPACITY

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
1	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 25% of the projected amount of the project.			
	TOTAL		/ 1YES 0	

VI- GENERAL PRESENTATION OF THE BIDS

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
1	Presence, clearness of all documents, presentation of document in the order given in the tender and properly bound, Table of contents, pages numbered and separators in a colour apart from white, quality of document.			
	TOTAL		/ YES 1	
TOTAL : GENERAL GLOBAL TECHNICAL NOTE				/14 YES

⁷ It must be accepted only if it takes into consideration all the aspect of the work to carry out and the relationship between them for a better analyzing and understanding of the project (according to the estimates).

⁸ A clear and proper description in the domain of wiring of dwelling, including the quality of materials to be used are needed.

VERIFICATION OF THE ADMINISTRATIVE DOCUMENTS

ENTREPRISE :		YES	NO
01	Undertaking by bidder stamped, signed and dated in conformity with the model attached		
02	Attestation of non-bankruptcy dating less than 3 months, issued by the Competent jurisdiction		
03	Attestation of domiciliation of Bank account of the bidder issued by a bank or any other first-order credit institution approved by the Ministry in charge of finance.		
04	Bank guarantee(of the same bank) on the list of banking institutions of first order approved by the Ministry in charge of finance, for an amount in francs CFA of 294,000 FCFA .		
05	Treasury Receipt of purchase of the tender file, as stipulated in the notice of call for tender.		
06	Attestation of C.N.P.S, valid and for the tender concern		
07	A non-exclusion certificate attesting that the bidder is not the subject of a temporary or permanent exclusion from public contracts, dated at most 3 months and issued by ARMP		
08	An attestation of the bidder's fiscal obligations signed by the competent Taxation authority dated at most 3 months.		
09	An attestation of non-indebtedness signed by the Director or the head of the tax centre.		
10	A Stamped copy of taxpayer card valid, dated at most 3 months		
11	Attestation of site (visit with at least three (03) pictures)		
12	Plan of localization signed by the taxation authorities.		
13	CCAP completed and initialed on all the pages		
	General observation		

MODEL ATTESTATION SITE VISIT

ATTESTATION OF SITE VISIT

I _____ undersigned _____ acting
as _____, of Nationality CAMEROONIAN, and residence
in _____, bearer of NIC N° _____

After having read and taken note of all the parts of the **OPEN NATIONAL INVITATION TO TENDER N° 10/ONIT/MINDDEVEL/EC/ECITB/ 2024 OF 28/03/2024 FOR THE REHABILITATION OF THE SOLAR PLANT AT THE ELAK COUNCIL RADIO IN OKU SUB DIVISION, BUI DIVISION, NORTH WEST REGION , THROUGH EMERGENCY PROCEDURE.**

I visited, inspected and gathered all relevant information concerning the project site, declare to have appreciated and under my responsibility, the project site configuration, the various difficulties related to the execution of the works.

I undertake and engage to execute the works on the site indicated/inspected without any claims as concern the site configuration in conformity to contractual clauses and construction norms/techniques and further technical instructions that shall be given for the quality physical execution of the works of which I present my offer.

En foi de quoi, la présente attestation de visite de site est établie pour valoir et servir ce que de droit.

IN TESTIMONY WHEREOF, this present site visit attestation is established by the enterprise to serve wherever and whenever necessary.

Date

Signature

PERSONNEL FORM

POST	Nunber	NAMES SURNAME S	AG E	FORMATIO N	DATE OF RECRUITEMENT	EXPERIENCE IN THE BUILDING SECTOR (AT LEAST 5 YEARS)	OBSERVATION S
Works Director							
Site forema n							
Team leaders							

EQUIPMENT

N°	Designation	Marque	Capacity	Age	Present state	Proprietor	Localisation
1							
2							
3							
4							
5							
6							
7							
8							
9							

Annexe photocopies d'immatriculation
(Join copies of PV of reception)

N°	INFORMATION ON	CONTRACT DATE	CONTRACT DATE	CONTRACT DATE	CONTRACT DATE	CONTRACT DATE
1	Contracting Authority					
2	Subject of the project					
3	Localisation of the project					
4	SERVICES					
5	Amount of the contract					
6	Execution dead line					
7	Date of provisional reception					
8	Date of final reception					
9	Certificat de bonne fin (Annexe N°)					
10	Number of technical staff					
11	Number of workers					
12	Equipment used					

References of the enterprise/Annual turnover

Enterprise :
statistique :

Registre de commerce :

Siège social :

N°

	Building	hydraulics	roads	Divers	TOTAL
TURN OVER 2012	MioCFA	MioCFA	MioCFA	MioCFA	MioCFA
principal works					
TURN OVER 2013	MioCFA	MioCFA	MioCFA	MioCFA	MioCFA
Principal Works					
TURN OVER 2014	MioCFA	MioCFA	MioCFA	MioCFA	MioCFA
principal works					

