

Re: 16/10/24

MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT

REPUBLIC OF CAMEROUN

MINISTERE DE L'AGRICULTURE ET DU DEVELOPPEMENT RURAL

Peace – Work – Fatherland

**NORTH WEST DEVELOPMENT AUTHORITY**

MISSION DE DEVELOPPEMENT DE LA REGION DU NORD OUEST

16 OCT 2024

P.O. Box, 442, Bamenda

Bamenda, the.....

Tel: (237) 233 36 13 78

Fax: (237) 233 36 16 61

Email: [mideno181@gmail.com](mailto:mideno181@gmail.com)

Website : [www.mideno.org](http://www.mideno.org)

N° 965 /MIDENO/B/ MITB/13/84

REQUEST FOR QUOTATION N° 965 /RQ/MIDENO/MITB/13/84/2024  
OF 16 OCT 2024 FOR THE SUPPLY AND INSTALLATION OF A SOLAR HYBRID  
POWER SYSTEM AT THE MIDENO HEAD OFFICE BAMENDA (PHASE 1) THROUGH  
EMERGENCY PROCEDURE

FINANCING: PUBLIC INVESTMENT BUDGET (PIB) MINADER 2024

BUDGETARY HEAD: 234301



**SUMMARY CONTENT OF THE TENDER FILE**

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## NORTH WEST DEVELOPMENT AUTHORITY

MISSION DE DEVELOPPEMENT DE LA REGION DU NORD OUEST

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Bamenda, the.....

16 OCT 2024

N° 965 MIDENO/B/ MITB/13/84

TENDER NOTICE

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**FINANCING: PUBLIC INVESTMENT BUDGET (PIB) MINADER 2024****BUDGETARY HEAD: 234301****Article 1: SUBJECT OF THE INVITATION TO TENDER**

Within the frame work of the Public Investment Budget (PIB) MINADER of the 2024 financial year, the Director General of the North West Development Authority (MIDENO) is looking for a competent and reliable service provider to supply and install solar hybrid power system at the MIDENO Head Office Bamenda (Phase I) through emergency procedure.

**Article 2: Work Specification:** The works include the following:

- Electrical wiring and installation of solar PV modules on the roof of the MIDENO Building.
- Electrical wiring and installation of a 3-phase solar hybrid inverter system and lithium batteries in a technical room in the MIDENO building.
- Interconnect, install electrical protection equipment and ground the entire system.
- Program the system to function in 3-phase and give priority to the use of solar energy

P.O. Box 442, Bamenda; Email: mideno181@gmail.com: Tel: 237 233331661 following the publication of this notice against payment of a non-refundable sum of **eighteen thousand (18,000) FCFA** and payable into **Account No. 06845 97568660001- 28** in the name of **"SPECIAL ACCOUNT SAC-ARMP"** in an BICEC Branch in Cameroon

**Article 11: Submission of the tender file:** Each bid drafted in English or French in **seven (7) copies** consisting of **one (1) original and six (6) copies** marked as such, should reach the **MIDENO Head Office** located at **Ayaba Street, P.O. Box 442, Bamenda**) not later than **07 NOV 2024** at **10:00 am** prompt and should carry the inscription:

"REQUEST FOR QUOTATION N° **965**/RQ/MIDENO/MITB/13/84/2024  
OF **16 OCT 2024** FOR THE SUPPLY AND INSTALLATION OF A SOLAR HYBRID  
POWER SYSTEM AT THE MIDENO HEAD OFFICE BAMENDA (PHASE 1) THROUGH  
EMERGENCY PROCEDURE"

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

The bids produced in three (03) volumes shall be enclosed in three sealed envelopes and put in one (1) bigger envelope

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

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

#### **Article 12: Admissibility of bids**

To avoid the risk of being rejected, only originals or certified true copies should be signed by the competent authorities, i.e. the issuing service and/or official or administrative authorities (Senior Divisional Officers, Divisional Officers, Bank Officials, and Taxation Officials etc.). The administrative documents required including the bid bond, must imperatively be produced in accordance with the Special Conditions of the invitation to tender. They must obligatorily not be older than three (3) months or must not be produced after the submission of the bids.

Any complete bid not in conformity with the prescriptions of this notice and tender file shall be declared inadmissible. Especially the absence of a bid bond issued by a first-rate bank approved by the Ministry of charge of Finance.

- Works Director: A Civil Engineer with at least 5 years working experience Yes/No
- Works supervisor or Foreman: A Civil Engineering Technician with at least five (5) year experience Yes/No
- Presentation of relevant Certificates/Diplomas of personnel Yes/No
- Presentation of signed CVs of Personnel Yes/No
- Certified copies of NIC of works director and site foreman
- Support staff

#### **B.4: Methodology/Technical Organization of Works**

**Marks**

- Proof of site visit Yes/No
- Comprehensive Technical Report of Site Yes/No
- Organigramme of project execution Yes/No
- Logical sequence of works, Methodology,/Organization, outputs & reporting of works Yes/No
- Special Technical condition (CCTP) duly initialled on each page, signed & dated on last page Yes/No

**N/B: Only bids that score at least 75% of the essential criteria shall have their financial offer evaluated**

**Article 15: Award:** The bidder evaluated with a **score of 75% and above of the essential criteria and presents the lowest financial proposal shall be awarded the contract.**

**Article 16: Period of Validity of Bids:** Bidders will remain committed to their bids for **thirty (30) days** from the deadline set for the submission of bids.

**Article 17: Complementary Information::** Complementary information can be obtained during working hours from 8 am to 4 pm at **the Secretariat of the Director General, MIDENO, P.O. Box 442, Bamenda:**

**Email: mideno181@gmail.com:Tel: 237 233 361 378**

**FOR: NORTH WEST DEVELOPMENT AUTHORITY**

**CC**

- ARMP (for publication and archiving)
- MINMAP (For information)
- Chairperson of MITB (for information)
- MIDENO Notice Board (for information)



**ECONOMIST (PLEG hors Echelle)**

- d) Programmer le système pour fonctionner en triphasé et donner la priorité à l'utilisation de l'énergie solaire quotidiennement, puis ENEO en cas d'absence ou de manque d'énergie solaire, puis stockage sur batterie en l'absence de solaire et ENEO.
- e) Fournir un plan électrique de l'installation et les manuels des composants du système.
  - 1) Former l'équipe de gestion du projet MIDENO sur la surveillance et la maintenance de routine du système.

**Article 3 : Participation et règles :** La participation au présent appel d'offres est ouverte aux entreprises qualifiées enregistrées en République du Cameroun justifiant de la capacité financière, de l'expertise technique et professionnelle dans des travaux identiques ou similaires.

**Article 4 : Délai d'exécution :** Le délai maximum d'exécution prévu par le Maître d'Ouvrage pour l'exécution des travaux objet du présent appel d'offres est d'un (01) mois, saison des pluies et autres événements naturels compris, à compter de la date de notification de l'ordre de service de démarrage des travaux.

**Article 5 : Financement :** Les travaux objet du présent appel d'offres portent sur la fourniture et l'installation d'un système d'énergie solaire hybride au siège social de MIDENO (Phase 1)

**Article 6 : Attribution :** Les travaux de cet appel d'offres ne sont pas soumis à attribution car le soumissionnaire retenu devra rénover le bâtiment du siège social de MIDENO pour améliorer la sécurité, la sûreté et l'inclusivité

**Article 7 : Coût prévisionnel :** Le coût prévisionnel des travaux de fourniture et d'installation est de Dix Millions (10 000 000) fcfa TTC

**Article 8 :** Cautionnement provisoire (Cautionnement de soumission) ; Chaque soumissionnaire doit inclure dans ses Pièces Administratives, une caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances figurant sur la liste en pièce 10 du Dossier d'Appel d'Offres d'un montant de deux cent mille (200 000) FCFA et valable trente (30) jours au-delà de la validité des offres.

**Article 9 : Consultation du dossier d'appel d'offres :** Le dossier d'appel d'offres peut être consulté aux heures ouvrables de 8 heures à 16 heures au Secrétariat du Directeur Général, Siège du MIDENO, Rue Ayaba, BP 442, Bamenda ; Email : [midenol81@gmail.com](mailto:midenol81@gmail.com) ; Tél : 237 23336161 dès publication du présent avis.

**Article 10 : Acquisition du dossier d'appel d'offres :** Le dossier d'appel d'offres peut être obtenu aux heures ouvrables de 8 heures à 16 heures au Secrétariat du Directeur Général, Siège de la MIDENO, Rue Ayaba, BP 442, Bamenda ; Email : [midenol81@gmail.com](mailto:midenol81@gmail.com) ; Tél : 237 233331661 dès la publication du présent avis contre paiement d'une somme non remboursable de dix-huit mille (18 000) FCFA et payable au compte n° 06845 97568660001-28 ouvert au nom de « COMPTE SPECIAL SAC-ARMP » dans toute Agence de la BICEC au Cameroun

- Sous sanctions d'exclusion de l'Autorité chargée de la régulation des marchés publics
- Association directe ou indirecte à la conception, à la préparation des spécifications techniques et autres documents concernés par cet appel d'offres.
- Offres dont l'enveloppe extérieure conduit à la reconnaissance de l'enchérisseur

**B. Critères essentiels :** Les documents techniques seront évalués selon la méthode binaire comme suit :

### **B.1 Présentation générale des offres** **POINS**

- |  |         |
|--|---------|
| • Document relié en spirale  | Oui/Non |
| • Table des matières   | Oui/Non |
| • Numérotation des pages   | Oui/Non |
| • Séparateurs de couleurs  | Oui/Non |
| • Documents d'appel d'offres paraphés sur chaque page par un représentant dûment mandaté | Oui/Non |

### **B.2 Présentation de l'entreprise** **POINS**

- |   |         |
|---|---------|
| • Organigramme de la société/entreprise   | Oui/Non |
| • Expérience d'au moins trois (3) ans dans des travaux de même nature/de nature similaire | Oui/Non |
| • Table des références des travaux antérieurs de même nature/de nature similaire          | Oui/Non |

### **B.3 : Personnel** **POINS**

- |  |         |
|--|---------|
| • Tableau du personnel   | Oui/Non |
| • Directeur des Travaux : Ingénieur Civil avec au moins 5 ans d'expérience professionnelle                     | Oui/Non |
| • Chef de chantier ou contremaître : Technicien en génie civil avec au moins cinq (5) ans d'expérience         | Oui/Non |
| • Présentation des Certificats/Diplômes pertinents du personnel  | Oui/Non |
| • Présentation des CV signés du Personnel  | Oui/Non |
| • Copies certifiées conformes de la carte nationale d'identité du directeur des travaux et du chef de chantier | Oui/Non |
| • Personnel de soutien   | Oui/Non |

## **PART 02: GENERAL REGULATIONS OF THE CALL FOR TENDERS (RGAO)**

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## GENERAL REGULATIONS OF THE INVITATION TO TENDER

### A) GENERAL

#### Article 1: Scope of bid

1.1 The Project Owner here referred to as the "North West Development Authority (MIDENO)", launches an Open National Invitation to tender in view of obtaining the supplies and ancillary services briefly described in the Special Regulations of the Open National Invitation to tender and specified in the *Supplies Descriptive* as well as in the schedule of Quantities.

The name, identification number and number of lots which form the subject of the Open National Invitation to tender feature in the Special Regulations of the Open National Invitation to tender. Hereafter reference is made to it under the theme "supplies"

1.2 The bidder retained or the successful bidder must furnish the supplies within the time-limit indicated in the Special Regulations of the invitation to tender and which runs from the date of notification of the Administrative Order to start the delivery of the supplies.

1.3 In this Tender file the terms "Project Owner" and "North West Development Authority" and "MIDENO" are interchangeable, while the term "Day" or "Month" refers to a Calendar day or month.

#### Article 2: Financing

2.1 The source of financing for the supplies forming the subject of this invitation to tender shall be specified in the Special Regulations of the invitation to tender

#### Article 3: Fraud and Corruption

3.1 MIDENO requires of bidders and its contractors the strict respect of rules of professional ethics during the award and execution of public Contracts. By virtue of this principle, MIDENO:

a) Defines, within the context of this clause, the expressions in the following manner:

i) ***shall be guilty of «Corrupt practice» whoever bids, 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: ***mean any form of agreement between two or among several bidders (whether MIDENO is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding with those which will result from the forces of competition; and***

- ii) Managed according to commercial laws and
- iii) Not under the direct supervisory authority of MIDENO.

#### **Article 5: Supplies and ancillary services meeting the criteria of origin**

5.1 All the supplies and ancillary services forming the subject of this contract must come from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender.

5.2 Within the meaning of this clause, the term « **Supplies** » shall refer to **products, raw material, machines, equipment and industrial installations;** and the term “**ancillary services**” shall notably refer to **services such as insurance, installation and initial training.**

5.3. The term ‘Originate’ shall qualify the country where the supplies are extracted, cultivated, produced, manufactured or transformed or the country where a manufacturing, transformation or assembly of components process results in the obtention of a commercial article whose basic characteristics are substantially different from those of its components.

#### **Article 6: Qualification of Bidders**

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) Furnish all the information (complete or updated information included in the request for pre-qualification which may have changed in the case where the candidates had to pre-qualify) requested from bidders in the Special Regulations, in order to establish their ability to execute the contract.

Information relating to the following points shall be requested, if need be:

- i) The production of certified balance sheets or turnover
- ii) Access to a credit line or availability of other sources of funding
- iii) Orders acquired and contracts awarded and executed
- iv) Pending litigations
- v) Availability of indispensable equipment

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

- h) The detailed estimates
- i) The sub-details of unit prices
- j) The model tender letter
- k) Model price and quantity schedules
- l) Model bid bond
- m) Model of final bond
- n) Model of retention fund
- o) Model contract
- p) Form relating to preliminary studies
- q) List of banking establishments and financial bodies approved by the Ministry in charge of finance authorized to issue bonds.

**7.2** The Bidder must examine all the rules, forms, conditions and specifications contained in the tender file. It is up to him to furnish all the information requested and prepare an bid in conformity with all aspects of the said file. Any deficiency may lead to a rejection of his file.

### **Article 8: Clarification and complaints on the Tender File**

**8.1** Any bidder who wants to obtain clarifications on the Tender File may request them from MIDENO in writing or by electronic mail (telephone and E-mail) at MIDENO's address, which is: **North West Development Authority (MIDENO), Ayaba Street, opposite Mansfield Plaza Hotel, P. O. BOX 442, BAMENDA: Tel 237 33 36 16 61, : Email:mideno181@gmail.com.**

MIDENO shall reply in writing to any request for clarification received at least fourteen (14) days for national invitations to tender and twenty one (21) days for international invitations prior to the deadline for the submission of the bids. A copy of MIDENO's response indicating the question posed but not mentioning the author is addressed to all bidders who bought the Tender File.

**8.2** Between the publication of the tender notice including the prequalification phase of candidates and the opening of bids, any bidder who feels aggrieved in the public contracts award procedure may lodge complaint to MIDENO.

**8.3** The complaint must be addressed to MIDENO with copies to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

It must reach MIDENO not later than fourteen (14) days before the opening of the bids.

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

ii) The bid bond established in accordance with the provisions of **Article 19 of the General Regulations of the invitation to tender**

iii) The written confirmation empowering the signatory of the bid committing the bidder, in accordance with the provisions of **Article 6.1 of the General Regulations of invitation to tender.**

## **b) Volume 2: Technical Bid**

### **b.1 information on qualifications**

The Special Regulations of the invitation to tender specifies the documents to be furnished by the bidders attesting to the qualification to bid in accordance with **Articles 6(1) of the General Regulations.**

### **b.2 Methodology of Technical Proposal**

The Special Regulations specify the constituent elements of the technical proposals of bidders notably:

- A detailed description of the technical characteristics, performance, makes, models and references of the materials proposed including technical prospectuses in accordance with

### ***Article 17 of the General Regulations;***

- The calendar, schedule and delivery deadline.

### **b.3 Proof of acceptance of conditions of the contract**

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

- The Special Administrative Conditions (SAC);
- Technical specifications

should no way in any manner vary, except there is a contrary provision in the Special Regulations. Except otherwise stated in the Special Administrative Conditions, an bid including a price revision clause will be considered as not being in conformity and set aside, in accordance with article 29(3) of the General Regulations.

**13.3** In the case where the invitation to tender has several lots, the prices indicated should correspond to the total of the articles of each lot and the total quantity indicated for each article. Bidders wishing to bid a rebate in the case of the award of more than one contract will specify the rebates applicable on each group of lots or each contract of the group of lots, on condition that all the bids are submitted and opened at the same time.

#### **Article 14: Currency of bid**

**14.1** Prices will be drawn in the CFA Francs

#### **Article 15: Documents attesting to the Eligibility of the bidder**

The bidder will furnish as full part of his bid, documents attesting that he meets the conditions of the provisions of **Article 4 of the General Regulations**.

#### **Article 16: Documents attesting to the admissibility of supplies**

**16.1** In application of the provisions of **Article 5 of the General Regulations**, the bidder will furnish as a full part of his bid, documents attesting that all the supplies and services which he proposes to furnish in execution of the contract meet the criteria of origin.

**16.2** These documents will consist of a declaration of country of origin of the supplies and services proposed in the schedule of prices, declaration to be confirmed by a certificate of origin at the time of shipment.

#### **Article 17: Documents attesting to the conformity of supplies and installation**

**17.1** To establish the conformity of installation and ancillary services of the Tender File, the bidder shall, within the scope of his bid, provide written proofs that the supplies conform to the technical specifications and standards mentioned in the supplies specifications.

**17.2** These proofs may take the form of prospectus, drawings or data and include a detail description of the main technical and performance characteristics of the supplies and ancillary services, demonstrating that they essentially correspond to the specifications and, where need be, a list of differences and reservations in relation to the provisions of the supplies Specifications.

**19.1** In application of **Article 12 of the General Regulations**, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which shall become a full part of his bid.

**19.2** The bid bond must conform to the model presented in the Tender File; other models may be authorized subject to the prior approval of MIDENO. 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 MIDENO and accepted by the bidder, in accordance with **Article 20(2) of the General Regulations**.

**19.3** Any bid without an acceptable bid bond shall be rejected by MIDENO as not being in conformity. The bid bond of associated enterprises must be established in the name of the representative submitting the bid and should mention each member of the associated grouping.

**19.4** The bid bond of bidders who are not retained shall be returned within fifteen (15) days after the publication of the award result.

**19.5** The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnish the required final bond.

**19.6** The bid bond may be seized:

**a) If the Bidder:**

Withdraws his bid during the time-limit which he specifies in his bid; or

Does not accept the correction of errors in application of **Article 32 of the General Regulations**; or

**b) If the bidder retained:**

Defaults in his obligation to sign the contract in application of Article 39 of the General Regulations; or

Defaults in his obligation to furnish the final bond in application of **Article 40 of the General Regulations of the invitation to tender**.

**Article 20: Validity of bids**

**20.1** Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids set by MIDENO in application of **Article 23 of the General Regulations**. A bid valid for a shorter period shall be rejected by MIDENO as not being in conformity.

**20.2** Under exceptional circumstances, MIDENO may request the consent of the bidder for the prolongation of the validity time-limit. The request and the responses that will be given shall be in writing (or by telecopy). The validity of the bid bond provided for in article 19 of the General

Should bear the name of the Project as well as the Subject number of the invitation to tender and the statement **"TO BE OPENED ONLY DURING THE BID-OPENING SESSION"**

**22.3** The internal envelopes should equally carry the name and address of the bidder in a way as to enable MIDENO return the sealed bid if it is not opened.

**22.4** If the external envelopes are not sealed and marked as indicated in **Article 22(2)** above, MIDENO shall not be responsible if the bid is misplaced or opened prematurely.

### **Article 23: Date and time limit for Submission of bids**

**23.1** The bids must be received by MIDENO at the address specified above not later *than* .....  
*at 10:00 am prompt local time.*

**23.2** MIDENO may, at its discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 9 of the General Regulations. In this case, all the rights and obligations of MIDENO and bidders previously governed by the initial date will henceforth be governed by the new date.

### **Article 24: Late bids**

Any bid received by MIDENO beyond the deadline for the submission of bids set by MIDENO in application of **Article 23 of the General Regulations** shall be declared late and rejected.

### **Article 25: Modification, substitution and Withdrawal of bids**

**25.1** A Bidder may modify, replace or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by MIDENO prior to end of the time limit prescribed for the submission of the bids. The said notification must be signed by an authorized representative in application of **Article 21(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"**

**25.2** The notification of modification, replacement or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of **Article 22 of the General Regulations**. The withdrawal may equally be notified by telephone but should in this case be confirmed by a duly signed written notification and whose date, post mark being authentic, shall not be posterior to the time limit set for the submission of bids.

**25.3** Bids being requested to be withdrawn in application of **Article 25(1)** shall be returned unopened.

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.

**26.5** 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.

**26.6** At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialed copy of the bids presented by bidders.

**26.7** In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public contracts, the Project Owner or Delegated Project Owner.

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 27: Confidential nature of the procedure**

**27.1:** No information relating to the examination, evaluation, comparison of bids and verification of the qualification of bidders and the contract award recommendation shall be given to bidders or to any other person concerned with the said procedure as long as the contract award has not been made public.

**27.2:** Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of the bids or the Project Owner in his award decision may cause the rejection of his bid.

**27.3:** Notwithstanding the provisions of article 27(2), between the opening of envelopes and the award of the contract, if a bidder wishes to enter into contact with the Project Owner for reasons having to do with his bid, he should do so in writing.

#### **Article 28: Clarifications on the bids and contact with the Project Owner**

**28.1.** To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it desires, request any bidder to give clarifications on his bid. This request for clarification and the response given are formulated in writing but no change on the amount or content of the bid is sought, bided or authorized, except it is necessary

**30.2:** The Subcommittee shall evaluate the technical aspects of the bid presented in accordance with **Article 17 of the General Regulations** in order to ensure that all the stipulations of the schedule of prices, delivery calendar, and supplies specifications (technical specifications, plans, inspections and trails) are respected without substantial difference or reservation.

**30.3:** If after the examination of the terms and conditions of the invitation to tender and the technical evaluation, the evaluation subcommittee establishes that the bid does not essentially conform in application of article 29 of the General Regulations, it will propose to the tenders board that the said bid be set aside.

### **Article 31: Qualification of the Bidder**

The Evaluation sub-committee shall ensure that the bidder retained for having submitted the bid that substantially conformed to the provisions of the Tender file, meets the qualification criteria stipulated in **Article 6 of the Special Regulations**. It is essential to avoid arbitrariness in determining qualification.

### **Article 32: Correction of errors**

**32.1.** The Evaluation sub-committee shall verify the bids considered essentially in conformity with the Tender File to rectify the possible calculation errors. The sub-committee shall rectify the errors in the following manner:

- a.** If there is a contradiction between the unit price and the total obtained by multiplying the unit price by the quantities, the unit price shall be authentic and the total price shall be corrected, unless, according to the Evaluation sub-committee, the decimal point of the unit price is manifestly badly placed. In which case the total price indicated shall prevail and the unit price corrected.
- b.** If the total obtained by the addition or subtraction of sub totals is not exact, the sub totals shall be authentic and the total corrected;
- c.** If there is a contradiction between the indicated price in letters and figures, the amount in letters shall be authentic, unless the amount is linked to an arithmetical error, in which case the amount in figures shall prevail subject to paragraphs a) and b) above.

**32.2.** The amount featuring in the bid shall be corrected by the Evaluation sub-committee in accordance with the error correction procedure referred to above and with the conformation of the bidder, the said amount shall be considered to commit him.

**32.3.** If the bidder who presented the bid assessed as being the lowest bid does not accept the corrections, his bid shall be rejected and his bond may be seized.

### **Article 33: Evaluation of financial bids**

**Authority 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 37: Right to modify quantities during the award of the contract**

During the award of the contract the Project Owner reserves the right to increase or decrease by not more than fifteen per cent (15%), the quantity of the supplies and services initially specified in the Quantity Schedule, without changing the unit prices or other terms and conditions.

#### **Article 38: Notification of the award of the contract**

Before the expiry of the validity of the bids set in the Special Regulations, the Project Owner shall notify the successful bidder by telecopy confirmed by registered mail that his bid was retained. This letter will indicate the amount the Project Owner will pay the supplier to execute the contract and the time-limit.

#### **Article 39: Publication of results of award and petitions**

**39.1.** The Project Owner 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 Observers 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.

**39.2.** The Project Owner is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.

**39.3.** 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.

**39.4.** 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 Project Owner or Delegated Project Owner and the chairperson of the Tenders Board.

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

#### **Article 40: Signing of the contract**

**40.1.** After publication of the results, the draft contract subscribed by the successful bidder shall be submitted to the Tenders Board (and the competent Specialized Contracts Control Board, where need be) for approval.

**40.2.** The Project Owner has seven (7) days to sign the contract from the date of reception of the draft contract subscribed by the successful bidder.

### **PART 03: SPECIAL REGULATION FOR CALL FOR TENDER (OMPP)**

In case of divergence, the following provisions will prevail over the articles of the General Regulations of the Call for Tender

|     | General  |
|-----|--|
| 1.1 | <b>Definition of the Works : THE SUPPLY AND INSTALLATION OF A SOLAR HYBRID POWER SYSTEM AT THE MIDENO HEAD OFFICE BAMENDA (PHASE 1) THROUGH EMERGENCY PROCEDURE</b>  |
|     | <b>Deadline for execution of works: One (1) month</b> from the date of notification to start works   |
| 2.1 | <b>Source of Financing:</b> Public Investment Budget (MINADER) 2024  |
| 4.1 | <b>List of pre-qualified candidates, where applicable:</b> NA  |
| 4.2 | <b>Joint Contracting:</b> NA<br><b>Sub-Contracting:</b> NA   |
| 5.1 | <b>Origin of Material, supplies, Equipment and Services:</b> See Special Technical Clause of Tender document   |
| 6.1 | <p><b><u>Criteria for Evaluation :</u></b></p> <p>The bids shall be evaluated as follows:</p> <p><b><u>A. EliminaryCriteria</u></b></p> <ul style="list-style-type: none"> <li>• Bids submitted late</li> <li>• False declaration or falsified documents.</li> <li>• Absence or insufficient Bid Bond of the specified amount</li> <li>• Under exclusion from ARMP</li> <li>• Bids whose outer envelop leads to the identification of the bidder</li> <li>• Incomplete, non-existent or non compliant documents in the technical file</li> <li>• Incomplete, non-existent or non compliant documents in the financial offer</li> <li>• Direct or indirect association with the conception, preparation of technical specifications and other documents concerned with this tender</li> <li>• Non respect of at least 75% of essential criteria</li> </ul> <p><b><u>B. Essential Criteria</u></b></p> |

|             |  |
|-------------|--|
|             | <b>Nota Bene: Only bids that score at least 75% of the essential criteria shall have their financial offer evaluated</b>   |
| <b>7.3.</b> | <b>PROOF OF SITE VISIT:</b> Present a technical site visit report, photographs and an attestation of site visit signed by the Director of the company using the format in the model given:<br><b>PREPARATORY MEETING:</b> NA   |
| <b>12.</b>  | <b>LANGUAGE OF BID : English or French</b>   |
| <b>13.1</b> | <p>The information on qualification referred to Article 13 of the General Regulations must be supplemented and grouped in three volumes inserted respectively in internal envelopes and detailed as follows :</p> <p><b><u>Envelope A - Volume 1 Administrative file</u></b></p> <p>The Administrative File should contain the following documents:</p> <ol style="list-style-type: none"> <li>1. The declaration of the intention to bid, stamped with fiscal stamp and signed by the bidder (according to the attached model)</li> <li>2. Certified copy of Certificate of Incorporation not more than 3 months old</li> <li>3. Certified copy of Business registration (" Registre de Commerce") or attestation of registration as a Cooperative (for Cooperatives)</li> <li>4. Original copy of Attestation of Non-bankruptcy/Solvency obtainable from the Court not more than three (3) months preceding the date of submission of bids</li> <li>5. Certified copy of Tax Payer's card not more than 3 months old</li> <li>6. Original attestation of Bank Account issued by a first rated bank approved by the Ministry in charge of finance.</li> <li>7. Attestation of tax conformity stating that the bidder has <i>met</i> all the statutory declarations in issues of taxes in the current financial year; obtainable from the Taxation Department and not more than three months old.</li> </ol> |

|                     |  |
|---------------------|--|
|                     | <p>with fiscal stamp at the rate in force, signed and dated at the prevailing rate</p> <ul style="list-style-type: none"> <li>• Duly filled schedule of Unit Prices</li> <li>• Duly filled detailed estimates and quantities</li> <li>• Duly filled sub-details of prices and/or breakdown of all-in prices</li> </ul> <p><b>N.B: The various parts of the same file must obligatorily be separated by colour dividers both in the original and in the copies in a way as to facilitate examination.</b></p> |
|                     | <b>PRICE AND CURRENCY OF THE BID</b>   |
| 14.3                | VAT: 19.25%,<br>IR (....)% according to regime of business license   |
| 14.4                | The price of the contract shall <b>NOT</b> be revisable  |
| 15.1                | The amount of the bid shall be entirely in <b>CFA FRANCS</b>   |
| 15.2<br>and<br>15.3 | The bidder shall label his/her inputs, unit, quantitative and estimated detail prices <b>only in CFA and FRANCS</b>  |
|                     | <b>PREPARATION AND SUBMISSION OF BIDS</b>  |
| 16.1                | The period of validity of bids is <b>thirty (30) days</b> from the date of submission of bids  |
| 17.1                | Amount of the bid bond is <b>two hundred thousand (200,000) fcfa</b>   |
| 18.1                | <p><b>Delivery Deadline: One (1) month</b> from the date of notification to start works</p> <p><b>Evaluation of bids:</b> Binary method</p>  |
| 18.3                | <b>Variant bids:</b> NA  |
| 19.1                | <b>Date, place and time of preparatory Meeting:</b> NA   |
| 20.1                | <b>The number of copies of the bid which must be filled and sent:</b> One (1) Original and six (6) copies  |
| 21.2                | <p><b><u>Name and Address of Project Owner to deposit bids:</u></b></p> <p>The Director General, North West Development Authority (MIDENO), P.O. Box 442,</p>  |

## **PART N ° 04: SPECIAL ADMINISTRATIVE CLAUSES (SAC)**

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## CHAPTER I: GENERALITIES

### Article 1: Subject of the tender

The subject of this tender is the **THE SUPPLY AND INSTALLATION OF A SOLAR HYBRID POWER SYSTEM AT THE MIDENO HEAD OFFICE BAMENDA (PHASE 1) THROUGH EMERGENCY PROCEDURE**

### Article 2: Award procedure

The contract shall be awarded through **Request for Quotation N°...../RQ/ MIDENO/MITB/13/84/2024** of ..... on the basis of least cost selection after ascertaining the bidder with the most technical capacity to carry out the works

### Article 3: Definitions and duties (CCAGArticle2 supplemented)

#### 3.1 General Definitions

- The **Project Owner** shall be the **Director General, North West Development Authority (MIDENO)**. He shall award the contract, ensures the preservation of originals of contract documents and the transmission of copies to the Ministry in charge of Public contracts (MINMAP) and Public Contracts regulatory Organ (ARMP)
- The **Authority in charge of control for the effective realization of the works** shall be: **The North West Development Authority (MIDENO)**
- The **Project Owner** shall be the **Director General, North West Development Authority (MIDENO)** and represents the **beneficiary Administration of the works**
- The **Contract Manager** shall be the **Procurement Officer of MIDENO** and shall ensure the respect of the administrative, technical and financial clauses and deadlines of the contract
- The **Contract Engineer** shall be the **Project Engineer of MIDENO**
- The **Enterprise** is the contractor declared successful after the evaluation of the bids and issued a decision of award of the contract by the Project Owner

#### 3.2. Contract as Security

This contract can serve as a Security, subject to any form of transfer of claim

In this case:

1. The Bid Letter or engagement act
2. The bid of the Enterprise and its annexes which are not contrary to the dispositions of the **Special Administrative Clauses (CCAP)** or **Special Technical Conditions (CCTP)** mentioned below
3. The Special Administrative Clauses (CCAP)
4. The Special Technical Conditions (CCTP)
5. The elements used for the determination of the price of the contract by order of merit including the **Unit Price Schedules, statement of lump sum prices, the detail or quantitative estimates, breakdown of lump sum prices** and/or the **sub-detail Unit prices**
6. The **Plans, calculation notes, notes of observations** and **geotechnical documents** relating to this contract shall include **those attached in section (6, 7 and 8) of the Tender document.**
7. The General Administrative Clauses (CCAG) applicable to public contracts of works put into force by Arrêté No. 033/CAB/PM of 13 February 2007
8. The **Special Technical Conditions(CCTP)** applicable to the works making subject of this contract **are those prescribed in Part 05 of the Tender Document**

#### **Article 6: General applicable instruments**

This contract shall be governed by the following, general instruments:

1. **La loi cadre N° 96/12 du 05 août 1996 sur la gestion de l'environnement**
2. The instruments governing the **professional corps of civil engineering**
3. The Finance law No 2023/019 of 19<sup>th</sup> December 2023 for the 2024 financial year.
4. Circular N° 00000026/C/MINFI of 29<sup>th</sup> December 2023 bearing on the instructions relating to the execution of the Finance Laws, the monitoring and control of the execution of the budget of the State and other public entities for the 2024 fiscal year;
5. Decree N° 2018/366 of 20<sup>th</sup> June 2018 revising the Public Contracts Code;
6. Decree N° 2012/074 of 8<sup>th</sup> March 2012 relating to the setting up, organization and functioning of Tenders Boards;
7. Decree N° 2012/075 of 8<sup>th</sup> March 2012 on the organization of the Ministry of Public Contracts;
8. Decree N° 2012/076 of 8<sup>th</sup> March 2012 amending and supplementing some provisions of Decree No 2001/048 of 23<sup>rd</sup> February 2001 on the creation, the organization and functioning of the Public Contracts Regulatory Agency;
9. Decree N° 2013/271 of 5<sup>th</sup> August 2013 amending and supplementing some provisions of Decree No 2012/074 of 8<sup>th</sup> March 2012 on the creation, the organization and functioning of the Public Contracts Tender

**8.1 Service Order to start works** shall be signed by the **Project Owner** and notified to the **Enterprise/Contractor** by the **Contract Manager** with a copy to the **Contract Engineer**

**8.2 Service orders** having an incidence on the subject, amount or deadline of execution of the contract shall be signed by the **Project Owner** and notified by the **Contract Manager** with a copy to the **Contract Engineer**.

The **prior visa** of the **Special Financial Controller of MIDENO** shall eventually be required before the signature of those Service Orders having a financial incidence on the contract amount.

**8.3 Service Orders of a technical nature** linked to the normal functioning of the work site shall be signed by the **Project Owner** and notified by the **Contract Manager** with a copy to the **Contract Engineer**.

**8.4 Service Orders relating to formal demands/notices** shall be signed by the **Project Owner** and notified to the Contractor by the **Contract Manager** with copy to the **Project Owner** and the **Contract Engineer**

**8.5 Service orders for suspension and resumption of works** because of bad weather and other force majeure, shall be signed by the **Project Owner** and notified to the **Enterprise/Contractor** by the **Contract Manager** with a copy to the **Contract Engineer**

**8.6 Service Orders prescribing necessary works to remedy disorders which are not as a result of normal usage which appear in the structures during the period of guarantee** shall be signed by the **Project Owner** upon proposal of the **Contract Engineer** and notified to the contractor by the **Contract Manager**

**8.7** The **Enterprise/contractor** has a **deadline of 15 days** to transmit reservations to all service orders received. The fact that the Contractor has made reservations does not exempt him from executing the service orders received.

**8.8** As regards Service orders signed by the **Project Owner** and notified by the **Contract Manager**, the notification must be done within a maximum **deadline of thirty (30) days** from the date of transmission by the **Project Owner** to the **Contract Manager**. Above this deadline, the **Project Owner** having observed inadequacies or shortcomings by the **Contract Manager** shall substitute the **Contract Manager** and proceed with the said notification.

#### **Article 9: Contracts with Conditional Phases (CCAGArticle9)**

**9.1** The contract shall not include phases whose execution shall be subject for each of them to the

## CHAPTER II: FINANCIAL CLAUSES

### Article 11: Guarantees and bonds (CCAGArticles29&41)

#### 11.1. Final bond

The **final bond** shall be set at **five (5%)** of the amount of the contract, **exclusive of VAT**

It shall be constituted and transmitted to the **Project Owner** within a **deadline of twenty (20) days** from the **date of notification of the contracts**

The guarantee must be returned or released within **one (1) month** following the date of **provisional acceptance** of the works, following a release issued by the **Project Owner** upon request by the **Enterprise/contractor**.

#### 11.2. Performance bond

The **retention fund** shall be set at **ten (10 %)** of the amount of the contract, **exclusive of VAT**.

The return or release of the retention fund or security shall be done within **SIX (06) months** after the **final reception** through a release bond issued by the **Project Owner** upon request by the **Enterprise/Contractor**.

#### 11.3. Guarantee for start-off advance: NA

### Article 12: Amount of contract CCAGArticles18&19 supplemented)

The amount of this contract as it emerges from the attached detail or estimates are.....**NA...** (in figures)...**NA.....**(in letters) CFA francs inclusive of All taxes; that is:

- Amount exclusive of **VAT...NA.... (NA)....CFAF**
- Amount of **VAT: 19.25% fcfa of total contract amount**
- **Amount of AIR: (...%) fcfa of the Amount EVAT**
- **Net payable = (Amount VAT exclusive –AIR) fcfa**

### Article 13: Place and Method of payment

The **Project Owner** shall pay the amounts due in the following manner

- a. For payments in Francs CFA, that is .....(Amount in figures & letters EVAT) by credit to Account N°.....opened in the name of the **Enterprise/Contractor** in Bank.....
- b. For payments in foreign currency where necessary that is .....(Amount in figures & letters EVAT) by credit to Account No.....opened in the name of the **Enterprise/contractor** in.....Bank

### Article 14: Price variation (CCAGArticle20)

**19.1** The amount for the supplies shall be obtained by applying to the quantities to be taken into account the prices of the Unit price schedule inserted in the contract relating to building materials, products or components of the construction to be done.

Supplies that have been the subject of payments on account and have not yet been installed must be the subject of a specific insurance, covering stocking against all damages, theft etc. The insurance certificate should be produced with the draft monthly detailed account.

Payments of stocked supplies (building material etc.) shall only be paid a value of 80% of the amount of the supplier's certified bill for these materials

**19.2** A caution shall not be requested for **down payments made on supplies**

**Article 20: Advances (CCAGArticle28): NA**

**Article 21: Payment for works (cf.art.26,27&30CCAG completed): NA**

**21.1 Certification of Works executed: NA**

**21.2 Monthly Down payments: NA**

**21.3 Account of the Start-off Advance : NA**

**Article 22: Interests on Overdue Payments (CCAGArticle31)**

Where the failure to make payments within the deadlines set by the Special Administrative clauses is attributable to the **Project Owner and the Accounting Officer**, the **contractor** shall automatically earn interest on overdue payments calculated from the date of expiry of the said deadline up to the date of issuance of the payment voucher by the Accounting Officer.

The modalities for calculation of the interest shall be done according to **Articles 166 and 167 of Decree No 2018/366 of 20<sup>th</sup> June 2018 revising the Public Contracts Code.**

**Article 23: Penalties (CCAGArticle32supplemented)**

**A.Penalties for Delays**

In case of overrun of the contractual deadlines set by the contract, the contractor shall be liable to penalties, after prior warning, at the amount fixed by the Special Administrative Clauses

**23.1** The amount of penalties for delays is set as follows except by waivers provided for in the contract, the amount of penalties for time-limit overrun shall be set as follows:

**a.** One two thousandth (1/2000<sup>th</sup>) of the initial contract amount all taxes inclusive per calendar day of overrun

of each of them, subject to the representative or contractor giving his approval of the sums to be paid in this manner.

#### **24.2 Payments in case of sub-contracting**

Where the Special administrative clauses provide for direct payment of **Sub-contractors**, the detailed accounts shall be broken down according to the parts to be paid separately.

The representative shall be the only one empowered to present **draft detailed accounts** and accept the **final detailed account**. Only claims forwarded by him shall be admissible.

Payments to **Sub-contractors** who are to be paid directly shall be done into separate accounts of each of them, subject to the representative or contractor giving his approval of the sums to be paid in this manner.

#### **Article 25: Final Detail Account (CCAGArticle34)**

After completion of the works the **Enterprise/contractor** shall after the provisional acceptance draw up the Final Detail Account establishing the total amounts of the sums to which he may be entitled as a result of the full execution of the contract.

**25.1** The deadline for the **Enterprise/Contractor** to transmit the **draft final detailed account** to the **Project Owner** shall be **at most one (1) month** after the provisional acceptance

**25.2** The **Contract Manager** has a deadline **of at most one (1) month** to notify the **draft final detailed account** corrected and accepted by the **Contract Engineer (MIDENO Project Engineer)**

**25.3** The **Enterprise/Contractor** has a deadline of at most **one (1) month** following the notification to send back the **draft final detailed account** with his signature with or without reservations, or make known the reasons for which he refuses to sign it.

In the case where the contractor signs with reservations or does not sign the **draft final detailed account**, the reasons for this refusal or these reservations must be given by the **Enterprise/Contractor** in a report of all the claims for which he is asking payment, including the necessary justifications and forwarded to the **Project Owner** within the same time-limit as above under pain of foreclosure.

Settlement of any differences shall take place according to the provisions of **Article 79 of the General Administrative Conditions applicable to public works contracts** and the provisions of Decree No 2018/366 of 20<sup>th</sup> June 2018 revising the Public Contracts Code.

#### **Article 26: Final Detailed General Payment (CCAGArticle35)**

- Registration dues calculated in accordance with the stipulations Tax Code:
- Dues and taxes attached to the execution of services provided for in the contract:
- Duties and taxes of entry into Cameroonian territory (customs duties. VAT, computer taxes):
- Duties and communal taxes
- Duties and taxes related to the samples of material and water

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

Price all taxes inclusive means VAT inclusive.

#### **Article 28: Stamp duty and registration of contracts (CCAGArticle37)**

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

### **CHAPTER III: EXECUTION OF SERVICES**

#### **Article 29: Consistency of works**

**The works includes:**

- Electrical wiring and installation of solar PV modules on the roof of the MIDENO Building.
- Electrical wiring and installation of a 3-phase solar hybrid inverter system and lithium batteries in a technical room in the MIDENO building.
- Interconnect, install electrical protection equipment and ground the entire system.
- Program the system to function in 3-phase and give priority to the use of solar energy daily, then ENEO in the absence or shortage of solar energy, and then battery storage in the absence of solar and ENEO.
- Provide an electrical plan of the installation and manuals of the system components.
- Train MIDENO Project Management Team on the routine monitoring and maintenance of the system.

according to the provisions of the Special Technical clauses of the Tender Document

**Contract Manager** after the opinion of the **Contract Engineer** the programme for the execution of the works, calendar for supplies, Quality assurance plan and the Environmental Management Plan where necessary

a. The **work programme** shall be presented exclusively according to the model furnished in the Tender Document and must indicate the tasks to be accomplished in each section of the works, personnel to accomplish the tasks, duration to accomplish the task, and the Critical tasks which are determinant on the execution time-limit and also stressing on the means, equipment/material to be taken into account during the execution

Two (2) copies of the **work programme and plans** shall be returned to the **Enterprise/contractor** by the **Contract Manager** within a **deadline of fifteen (15) days from its reception** with the following:

- Either with an approval statement “**GOOD FOR EXECUTION**”
- Or with a reject statement accompanied with the reasons for its rejection

The **Enterprise/contractor** has **eight (8) days** maximum to present a new **work programme and plans**.

The **Contract Manager** has a **deadline of five (5) days** to give his approval or make other remarks.

The deadline for approval of the programme of work and plans does not have a bearing **on the deadline of execution**.

The approval given by the **Project Owner** shall not in any way stop the responsibility of the **Enterprise/Contractor**. Within time, the works executed before the approval of the **programme of work and plans** shall not be either considered or paid, except they are expressly ordered. The updated and approved plan shall become the contractual plan

The **enterprise/contractor** shall on a daily basis on the works site update the **programme of work** taking into consideration the real advancement of the work site. Important modifications can only be done on the contractual **programme of work** after receiving approval from the **Project Owner**.

After approval of the **programme of work** by the **Contract Authority**, he shall transmit it to the **Enterprise/Contractor** within a deadline of **five (5) days** without any **bearing on the deadline for execution of works**.

If at any time significant modifications are observed, leading to the distorting of the objective of the contract or the consistency of the works, the **Project Owner** shall send back the programme of work to the **Enterprise/contractor** accompanied by the reservations observed within a deadline of **fifteen (15) days**

**Article 39: Laboratory of the work site and testing (CCAGArticle55): NA**

**Article 40: Site Logbook (CCAGArticle56completed)**

**40.1** The site logbook shall be jointly signed by the **Contract Manager**) and/or the **Contract Engineer** and the representative of the **Enterprise/contractor** systematically on a daily basis

**40.2**The Site Logbook is a unique **Contradictory document**. Its pages shall be numbered and visaed. No page is to be removed. The parts taken out or cancelled out have to be signed on the margin for validation.

**Article 41: Utilization of explosives (CCAGArticle60): NA**

**CHAPTER IV: RECEPTION**

**Article 42: Provisional Reception (CCAGArticle67) : NA**

Before the provisional reception, the **Enterprise/Contractor** shall make a written request to the **Project Owner**, for the organization of a **Technical visit prior to the reception**

**42.1.** Events comprising **operations (Technical visit/Report)** prior to the provisional reception shall include:

- Assessment of executed works
- Carry out any trials provided for in the contract
- Establishment of non-executed works
- Establishment of imperfections or bad workmanship of the services/works provided in the contract
- Writing of reports of the completion of works and possible folding up of the site installation

**42.2Folding up of site installations and restoring the work site (CCAG Article 69)**

The contractor has deadline of **thirty (30) days** after the provisional reception of the works to clear, clean and restore areas placed at his disposal by the Project Owner for the execution of the works at his own cost

Failure to execute all or part of these operations under the prescribed conditions the equipment, installations, building materials, wreckages and waste not removed after a call to order by the **Project Owner** after the expiry of the **thirty (30) days** deadline shall be transported automatically, according to their nature from the project site to the public dumpsite, or handed over to the Administration of State Property to be sold by public auction, all at the expense of the contractor

In case of sale by public auction, proceeds from the sale shall be paid in the name of the contractor, to the Accounting Officer, after deduction of the costs and if provision is made, of penalties

**Article 44: Guarantee Deadline (CCAGArticle70)**

The duration of the guarantee is **one (1) year** from the date of provisional reception of the works

**Article 45: Final Reception (CCAGArticle72)**

**45.1.** The final reception shall be carried out within a maximum deadline of **fifteen (15) days** following the expiry of the guarantee deadline

**45.2.** The commission for final reception shall be composed of those mentioned above for the provisional reception

**45.3.** The procedure for the final reception shall be same as that of the provisional reception

# North West Development Authority

MISSION DE DEVELOPPEMENT DE LA REGION DU NORD OUEST

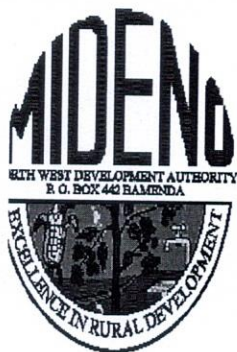
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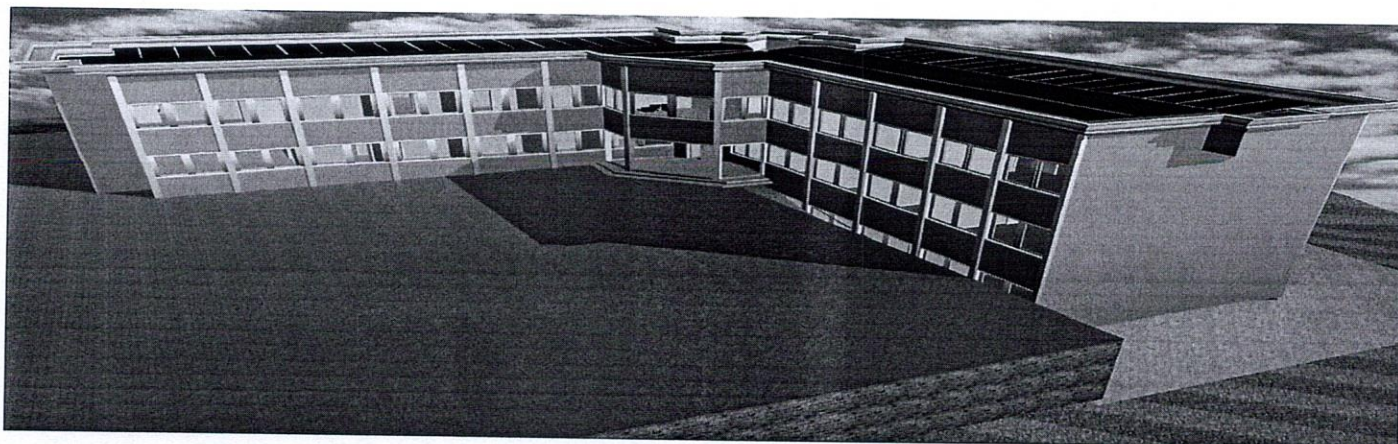
Bamenda, Le .....

No...../ MIDENO/B/.....

## Terms Of Reference (TOR)

### *Project Title:*

**THE SUPPLY & INSTALLATION OF SOLAR HYBRID POWER SYSTEM AT  
THE MIDENO HEAD OFFICE BAMENDA PHASE 1**



3D VIEW PLAN of MIDENO HEAD OFFICE  
PROJECT

### EXECUTIVE SUMMARY

#### I. CONTEXT

well as the supply, installation, programming, maintenance and design the installation plans of the solar system.

## **VI. CONDITION OF MATERIALS AND WARRANTY PERIOD**

### **A. Nature**

All equipment delivered by the execution service provider(s), within the framework of this call for tender, must meet the specifications and quality standards of output and performance prescribed by the market (ANNEX 1) and must be in new condition, recently manufactured and have never been used. They must be free from any defect due to a manufacturing defect, a mechanical defect or poor quality of the materials used.

### **B. Guarantee**

The service provider(s) provides a guarantee applying to any defect or deficiency which becomes apparent during normal use of the equipment installed in the conditions and environment prevailing during its operation and which is not attributable to a false maneuver, a driving error or a lack of supervision and maintenance of the equipment.

Under this guarantee, the holder undertakes during the guarantee period to:

- Perform repairs, at no additional cost, for breakdowns linked to poor quality equipment or technical failures relating to the assembly of the system,
- Replace free of charge, with equipment identical to that recognized as defective, if the cause is attributable to a manufacturing defect.

The technical guarantee linked to poor installation or manufacturing defect covers all costs necessary for the repair and replacement of spare parts or defective equipment. It also includes the costs of labor and travel of maintenance personnel as well as the costs of dismantling/reassembling, packaging and transporting the equipment, required for their restoration, whether these are carried out. operations at the place of use of the equipment or that the holder has obtained it to be returned to its premises.

The warranty period for the solar system equipment installed by the service provider is set at six (06) months from the day after the provisional reception of the job.

The service provider must also take responsibility for the manufacturer's warranty for the equipment offered: Equipment Manufacturers Warranty for any equipment installed shouldn't be less than 2 years.

## **VII. RESPONSIBILITIES OF THE SERVICE PROVIDER**

The service provider will have to assume the following responsibilities:

On the basis of the documents constituting this call for tender, it is expected from the bidders the following deliverables:

- Develop a technical execution file on the basis of a prior evaluation visit to confirm the quantities and qualities of the materials planned;

## PART 7: DETAIL BILL OF QUANTITIES AND ESTIMATES

### Supply & Installation of Solar Hybrid Power System at the MIDENO Head Office Bamenda, Cameroon

#### PHASE 1

| SN  | ITEM  | UNIT | QTY | U. PRICE | AMOUNT/FCFA |
|---|---|------|-----|----------|-------------|
| <b>100</b>                                      | <b>Studies &amp; Technical Plans to guide the project execution &amp; future maintenance of the system</b>  |      |     |          |             |
| 101   | Studies & production of electrical circuit plans of the solar system and the electrical circuit of the building separating the essential loads from the non essential loads       | LS   | 1   |          |             |
|   | <b>Sub Total</b>  |      |     |          |             |
| <b>200</b>                                      | <b>Supply &amp; Installation of Solar System</b>  |      |     |          |             |
| 201   | Solar PV Monocrystalline Modules of Total Generating Power of 7200W   | LS   | 1   |          |             |
| 202   | Solar Hybrid Inverter of Total Connecting Power 15KW, 3 Phase 380Vac, upgradable, programmable & incorporated with 3x120A MPPT solar charge controller & online Monitoring system | LS   | 1   |          |             |
| 203   | Solar Lithium Batteries of total useable energy storage capacity 7.2KWH at 95% Depth Of Discharge (DOD), expandable, energy management incorporated                               | no.  | 1   |          |             |
| 204   | Solar Panel Roof Aluminium Mounts   | LS   | 1   |          |             |
| 205   | Battery Steel Rack  | LS   | 1   |          |             |
| 206   | Solar Battery Cabling 1x25mm with 200A cable heads  | ml   | 5   |          |             |
| 207   | Solar Inverter Cabling 10mm with 100A cable heads   | ml   | 10  |          |             |
| 208   | Solar PV watertight junction Boxes + accessories  | no.  | 3   |          |             |
| 209   | Power Protection DC side  | no.  | 3   |          |             |
| 210   | Manual Changeover Switch 3 Phase, 63A   | no.  | 1   |          |             |
| 211   | Installation Accessories  | LS   | 1   |          |             |
|   | <b>Sub Total</b>  |      |     |          |             |
| <b>300</b>                                      | <b>Labour Cost for Installation and Programming of System</b>   |      |     |          |             |
| 301   | Labour Cost for Installation and Programming of System  | LS   | 1   |          |             |
|   | <b>Sub Total</b>  |      |     |          |             |
| <b>400</b>                                      | <b>Training of User</b>   |      |     |          |             |
| 401   | Training of the MIDENO project management team in the monitoring, emergency actions or reporting for proper troubleshooting & routine maintenance of the system                   | days | 2   |          |             |
|   | <b>Sub Total</b>  |      |     |          |             |
| <b>TOTAL COST PHASE 1 without TAX (HT)</b>      |   |      |     |          |             |
| <b>TVA 19.25%</b>                               |   |      |     |          |             |
| <b>TOTAL COST PHASE 1 with TAX (TTC)</b>        |   |      |     |          |             |
| <b>ADVANCE TAX (....%)</b>                      |   |      |     |          |             |
| <b>NET PAYMENT in FCFA</b>                      |   |      |     |          |             |
| <b>Stop Total Cost Phase 1 with Tax (TTC) @</b> |   |      |     |          | <b>FCFA</b> |

## PART 8: SUB DETAIL PRICE SCHEDULE

## PART 9: MODEL OF CONTRACT

MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT

REPUBLIC OF CAMEROUN

MINISTERE DE L'AGRICULTURE ET DU DEVELOPPEMENT RURAL

Peace – Work – Fatherland

### **North West Development Authority**

MISSION DE DEVELOPPEMENT DE LA REGION DU NORD OUEST

**JOBING ORDER N°...../RQ/MITB/MIDENO/13/84/2024 OF..... following the launching of Request for quotations No...../RQ/MITB/13/84/2024 OF..... FOR THE SUPPLY AND INSTALLATION OF A SOLAR HYBRID POWER SYSTEM AT THE MIDENO HEAD OFFICE BAMENDA (PHASE 1) THROUGH EMERGENCY PROCEDURE**

**HOLDER OF CONTRACT:** *[indicate the holder and his full address]*

P.O. Box .....at.....Tel.....Fax.....

Business Registry Taxpayer's No.....A issued at.....

**SUBJECT OF CONTRACT** : *[indicate the full subject of the supply]*

**PLACE OF DELIVERY:** *[indicate]*

**AMOUNT IN CFA F**

|                |  |
|----------------|--|
| IAT            |  |
| EVAT           |  |
| VAT (19.25%)   |  |
| AIR (.....%)   |  |
| Net to be paid |  |

**DELIVERY DEADLINE:** *[In days, weeks, months or years]*

**FINANCING:** *[Indicate the source of financing]*

**BUDGET HEAD:** *[to be completed]}*

**SUBSCRIBED ON:**

**SIGNED ON:**

**NOTIFIED ON:**

**PART N° 10: MODEL OF DOCUMENTS TO BE USED BY BIDDERS**

**TABLE OF MODELS**

Annex 1: Model Bid letter

Annex 2: Model of bid security

Annex 3: Model Final Bond

Annex 4: Model of bank guarantee for start-of Advance payment

Annex 5: Model for Retention fund guarantee

Annex 6: Model for work planning

Annex 7: Model for presentation of References of bidders

Annex 8: Model for presentation of equipment of Bidder

Annex 9: Model for presentation of personnel

Annex 10: Model of Attestation of Site Visit

## ANNEX 2: MODEL OF BID SECURITY

Addressed to *[indicate the Project Owner and his address]* "Project Owner"

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

We.....*[name and address of the bank]*, represented by.....*[names of signatories]*, hereinafter referred to as "the bank" hereby declare to guarantee payment to the Project Owner the maximum sum of.....*[indicate the amount]* CFA francs, that *the* bank pledge; to pay in full to the Project Owner, binding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the bidder retrieves his bid during the validity period specified in the tender document; or

If the bidder having been notified of the award of the contract by the Project Owner during the validity period:

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

We commit ourselves to pay to the Project Owner an amount up to the maximum of *the* sum referred to above upon reception of the his first written request, without the Project Owner having to justify his request, given, however, that in his request the Project Owner shall note that he is due the amount he is claiming because one or the other or both of the above conditions 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 Contractor Authority for the submission of bids. It shall remain valid up till the thirtieth day inclusive following the *end* of the deadline for the validity of bids. Any request by the Project Owner to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this validity period.

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

**Signed and authenticated by the bank at \_\_\_\_\_, on \_\_\_\_\_**

**[Bank's signature]**

## ANNEX 4: MODEL OF BANK GUARANTEE FOR ADVANCE PAYMENTS

**Bank.....**

We the undersigned.....(Bank and Address) declare by this guarantee on behalf of.....(Enterprise) to the benefit of the Project Owner.....(address of the Project Owner) the beneficiary

The payment without notice from the reception of the first written request of the beneficiary declaring that.....(Enterprise) has not respected his obligations relating to the reimbursement of the Start-off Advance according to the conditions of contract No..... of..... relating to the works.....(Indicate the subject, references of the Call for tender), the total sum corresponding to the advance of.....(20% max) the amount all taxes inclusive of Contract No....., payable from the notification of the corresponding Service Order, of.....(francs CFA.

This guarantee shall enter in force and shall take effect of the respective parts of the virements of this advance into the account of the .....(Enterprise) opened in .....Bank in Account No.....

The guarantee shall remain in force up to the disbursement of the advance in conformity to the procedure fixed in the Special administrative Clauses (CCAP).However the amount of the cautionshallbe proportionately reduced for reimbursement of the advance as reimbursement is ongoing.

The law and jurisdiction applicable to this guarantee are those of the Republic of Cameroon

**Singed and authenticated for the bank at.....on the.....**

**[Signature and stamp of the bank]**

## ANNEX 6: MODEL OF PLANNING FRAMEWORK

### Annex 6.1: CALENDAR OF WORKS & PERSONNEL WORK PLAN

| Works to be carried out | Personnel engaged | [Month from start of mission] |     |     |     |     |     | Total No of Months/Weeks | Unit cost | Total cost |
|-------------------------|-------------------|-------------------------------|-----|-----|-----|-----|-----|--------------------------|-----------|------------|
|                         |                   | 1st                           | 2nd | 3rd | 4th | 5th | 6th |                          |           |            |
|                         |                   |                               |     |     |     |     |     |                          |           |            |
|                         |                   |                               |     |     |     |     |     |                          |           |            |
|                         |                   |                               |     |     |     |     |     |                          |           |            |
|                         |                   |                               |     |     |     |     |     |                          |           |            |

Name and signature of Empowered Representative & Stamp of Enterprise

**ANNEX 8: MODEL FOR PRESENTATION OF EQUIPMENT OF BIDDER**

| <b>N°</b>   | <b>Name of Equipment</b> | <b>Type/Mark</b> | <b>Capacity</b> | <b>State of Equipment</b> | <b>Ownership</b> | <b>Localisation</b> |
|-------------|--------------------------|------------------|-----------------|---------------------------|------------------|---------------------|
| <b>1</b>    |                          |                  |                 |                           |                  |                     |
| <b>2</b>    |                          |                  |                 |                           |                  |                     |
| <b>3</b>    |                          |                  |                 |                           |                  |                     |
| <b>4</b>    |                          |                  |                 |                           |                  |                     |
| <b>5</b>    |                          |                  |                 |                           |                  |                     |
| <b>Etc.</b> |                          |                  |                 |                           |                  |                     |

**Annex photocopies of Immatriculation**

**Training:***[In about half a page, summarize the university and other specialized studies by the employee by indicating the names and addresses of the schools and universities attended, with the dates of attendance as well as the diplomas obtained].*

**Attached documents:**

- Certified true copy of the highest diploma and possibly an attestation from the professional corporation

**Professional Experience:**

*(In about two pages, draw up a list of employment exercised by the employee since the end of his studies in reverse chronological order, starting with the current position. For each position; indicate the dates, name of employer title of position occupied and place of work. **For the last ten years**, specify in addition the type of activity performed and where need be the names of clients likely to furnish references).*

Knowledge of information technology (**indicate the level of knowledge**)

**Attestation:**

I, the undersigned, hereby truthfully certify that the information furnished above is a true testimony of my situation, qualifications and experience.

**Date.....**

**Name & signature of employee**

**Name & signature of Employer/ representative**

**ISSUE BANK CAUTION IN PUBLIC CONTRACTS**

**I LIST OF BANKS**

1. Société Générale Cameroun (SGC)
2. Banque Internationale du Cameroun pour l'épargne et le Credit (BICEC)
3. Société Commerciale de Banques-Cameroun (CA-SCB)
4. Standard Chartered Bank Cameroon (SCBC)
5. Afriland First Bank (AFB)
6. Banque Atlantique du Cameroun (BAC)
7. Ecobank Cameroon (EBC)
9. Citibank N.A. Cameroon
10. Commercial Bank of Cameroon (CBC)
11. Union Bank of Cameroon (UBC)
12. National Financial Credit Bank (NFC Bank)
13. United Bank of Africa (UBA)
14. BANQUES GABONNAISE POUR LE FINANCEMENT INTERNATIONAL (BGFI Bank)
15. LA REGIONALE BANK
16. CREDIT COMMUNAUTAIRE D'AFRIQUE (CCA BANK)
17. BANGE BANK CAMEROON (BANGE CMR)
18. ACCES BANK CAMEROON (ABC)

**II. LIST OF INSURANCE COMPANIES**

19. CHANAS Insurance Company
20. ACTIVA Insurance Company
21. Zenith Insurance
22. Compagnie Professionnelle d'Assurance du Cameroun (CPA)
23. AREA ASSURANCES
24. ATLANTIC ASSURANCE SA
25. PRUDENTIAL BENEFICIAL GENERAL INSURANCES
26. CPA SA
27. NSIA ASSURANCES
28. PRO ASSUR SA
29. ROYAL ONYX INSURANCE
30. SAAR SA
31. SAHAM ASSURANCES CAMEROON

## **ANNEX 2: TECHNICAL SPECIFICATIONS OF MAIN SYSTEM COMPONENTS**

### **Supply & Installation of Solar Hybrid Power System at the MIDENO Head Office Bamenda, Cameroon**

#### **The specifications of the solar system main components shall be as follows;**

- Solar PV Monocrystalline Modules of Total Generating Power of 7200W.  
The modules should be mounted on metal aluminium mounts on the roof, wired with 10mm<sup>2</sup> pure copper conductors and all holes created in the roofing sheets should be sealed with tar to prevent any leakages.  
The manufacturer warranty shouldn't be less than 10 years.
- Solar Hybrid Inverter of Total Connecting Power 15KW, 3 Phase 380Vac, upgradable, programmable & incorporated with 3x120A MPPT solar charge controller & online Monitoring system.  
The inverter should be mounted on the wall and wired with minimum 10mm<sup>2</sup> pure copper conductors between inverter and battery.  
The manufacturer warranty shouldn't be less than 2 years.
- Solar Lithium Batteries of total useable energy storage capacity 7.2KWH at 95% Depth Of Discharge (DOD), 6000 or more cycles, expandable, energy management incorporated.  
The batteries should be mounted on a steel mount and wired with minimum 16mm<sup>2</sup> pure copper conductors.  
The manufacturer warranty shouldn't be less than 5 years.

#### **NB:**

- The mark of the equipment should be FELICITY SOLAR or any other similar quality with manufacturer having a service centre in Cameroon.
- The service provider should present an installer certificate from the system manufacturer.

#### **Label all the Electrical Equipment:**

The service provider should label all the different departures (protection devices) present in the boxes.

#### **Grounding of all Electrical Equipment:**

The company responsible for carrying out the work will take the necessary safety measures to earth the entire installation in accordance with professional standards.

The contractor must make two separate earth connections:

- a neutral earth connection
- a ground connection

Earth connections whose resistances will be calculated according to the sensitivities of the protection devices.

### ANNEX 3: OFFER EVALUATION CRITERIA

#### **Supply & Installation of Solar Hybrid Power System at the MIDENO Head Office Bamenda, Cameroon**

**The Service Provider should meet the following criteria;**

- The minimum number of years of general experience of the firm in the field of solar systems and electrical installation: five (5) years.
- Have already carried out at least three (3) similar works, acquisition and installation of photovoltaic solar energy system (supporting Job reception certificate of good execution and customer contact details: email and telephone);
- Have an installer certificate from the proposed solar equipment manufacturer.
- Qualifications and experiences of the Project Manager and electrical technicians.
- Installation plan and timeline. Explanatory note on the plan detailing all aspects of the system, assembly, connections, voltage among others.

**General and Technical Evaluation Table:**  
**Technical evaluation: 70% - Financial evaluation: 30%**

**Combined selection method:**

Award of the contract to the service provider having received the best combined score.

**The evaluation will take place in two stages:**

1st step is the evaluation of the technical offers: If the technical offer is below the score of 70/100, it is immediately eliminated without consideration of the financial offer.

The technical evaluation grid is as follows:

| Summary of the evaluation criteria for technical proposals |  | Maximum Rating | Companies |   |   |   |   |
|--|--|----------------|-----------|---|---|---|---|
|  |  |                | A         | B | C | D | E |
| 1  | Expertise / Reliability  | 25             |           |   |   |   |   |
| 2  | Content of the offer / Methodological approach proposed / Equipment & services offered | 55             |           |   |   |   |   |
| 3  | Staff/Availability/Technical Support   | 20             |           |   |   |   |   |
|  |  | 100            |           |   |   |   |   |

| Evaluation criteria | Ceiling | Companies |
|---------------------|---------|-----------|
|---------------------|---------|-----------|

|  |            |  |  |  |  |  |
|--|------------|--|--|--|--|--|
| <p>4.2. Qualifications/Skills of Engineers/Technicians assigned to the study and implementation of the project and technical support</p> <ul style="list-style-type: none"> <li>• Chief engineer: BAC +5 and at least 3 years of experience: 10 pts, BAC +3 at least and at least 3 years of experience: 5 pts</li> <li>• Technicians (2 ) - Bac + 2 / Technical Baccalaureate and at least 2 years of experience: 2.5 pts / technician</li> </ul> | 15         |  |  |  |  |  |
| <b>TOTAL</b>   | <b>100</b> |  |  |  |  |  |