

NORTH WEST DEVELOPMENT AUTHORITY

MISSION DE DEVELOPPEMENT DE LA REGION DU NORD OUEST

P.O. Box, 442, Bamenda

Bamenda, the 23 MAI 2025

Tel: (237) 233 36 13 78

Fax: (237) 233 36 16 61

N° 1202 MIDENO/B/ MITB/13/84

Email: mideno1981@gmail.com

Website : www.mideno.org

REQUEST FOR QUOTATIONS N° 1202/RQ/MIDENO/MITB/13/84/2025
OF 23 MAI 2025 FOR THE SUPPLY AND INSTALLATION OF A SOLAR
HYBRID POWER SYSTEM AT THE MIDENO HEAD OFFICE BAMENDA (PHASE 2)

FINANCING: PUBLIC INVESTMENT BUDGET (PIB) MINADER 2025

BUDGETARY HEAD: 234301

SUMMARY CONTENT OF THE TENDER FILE

TABLE OF CONTENT

Part n° 01 Request for Quotations (NCB).....	3
Demande de Quotation	6
Part n° 02 General regulations of the call for tenders (GRCB).....	9
Part n° 03 Special regulations of the call for tenders (SRCB)	22
Part n° 04 Special administrative clauses (CCAP)	26
Part n° 05 Special technical conditions (CCTP).....	39
Part n° 06 Unit price list.....	53
Part n° 07 Bill of quantities.....	56
Part n° 08 Model of unit price breakdown.....	60
Part n° 09 Model of contract	61
Part n° 10 Model of documents to be used by Bidders.....	63
Annexes.....	64
Annex n° 01 Model Bid letter	64
Annex no 02 Model of bid security.....	65
Annex no 03: Model Final Bond.....	66
Annex no 04: Model of bank guarantee for start-off advance payment.....	67
Annex no 05: Model for Retention fund guarantee.....	68
Annex no 06: Model for work planning.....	69
Annex no 07: Model for presentation of references of Bidders.....	70
Annex no 08: Model of presentation of equipment of bidder.....	71
Annex no 09: Model for presentation of key personnel.....	72
Annex no 10: Model of Attestation of Site Visit	73

Part no 11: List of Banks of first order approved by the Ministry of Finance74

Part no 12: Technical drawings and Details.....

NORTH WEST DEVELOPMENT AUTHORITY

MISSION DE DEVELOPPEMENT DE LA REGION DU NORD OUEST

P.O. Box. 442, Bamenda

Tel: (237) 233 36 13 78

Fax: (237) 233 36 16 61

Email: mideno1981@gmail.com

Website : www.mideno.org



Bamenda, the.....2.3 Mai 2025

N°1202/MIDENO/B/.....MITB/13/84

TENDER NOTICE

REQUEST FOR QUOTATIONS N° 1202/RQ/MIDENO/MITB/13/84/2025
OF.....2.3 Mai 2025..... FOR THE SUPPLY AND INSTALLATION OF A SOLAR
HYBRID POWER SYSTEM AT THE MIDENO HEAD OFFICE BAMENDA (PHASE 2)

FINANCING: PUBLIC INVESTMENT BUDGET (PIB) MINADER 2025

BUDGETARY HEAD: 234301

Article 1: SUBJECT OF THE INVITATION TO TENDER

Within the frame work of the Public Investment Budget (PIB) MINADER of the 2025 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 2) through emergency procedure.

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

The major deliverables and tasks of the successful bidder shall be to upgrade the MIDENO Main Office solar hybrid power system by executing the following tasks described below in compliance with quality standard requirement:

- a) Electrical rewiring and integration of the new solar PV modules with the existing solar PV modules on the roof and the 3-phase solar hybrid inverters system in a technical room in the MIDENO building.
- b) Electrical rewiring and integration of the new lithium batteries to the existing lithium battery and the 3-phase solar hybrid inverters system in a technical room in the MIDENO building.

- c) Interconnect, install the necessary electrical protection equipment and ground the entire system.
- d) 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.
- e) Provide an electrical plan of the installation and manuals of the system components.
- f) Train MIDENO Project Management Team on the routine monitoring and maintenance of the system.

Article 3: Participation and Rules: Participation in this invitation to tender is open to registered qualified contractors in the Republic of Cameroon with financial ability, technical and professional expertise in the same or similar works.

Article 4: Execution deadline: The maximum execution deadline provided for by the Project Owner for the execution of the works subject of this tender shall be **two (02) months**, including the rainy season and other natural occurrence, with effect from the date of notification of the service order to start work.

Article 5: Financing: The works which form the subject of this request for quotation shall supply and install a solar hybrid power system at the MIDENO head office (Phase 2)

Article 6: Allotment: The works of this tender is not subject to allotment as the successful bidder shall supply and install a solar hybrid power system at the MIDENO head office.

Article 7: Provisional cost: The estimated cost of the supply and installation works is **Twenty Million (20,000,000) fcfa VAT inclusive**

Article 8: Provisional Guarantee (Bid bond): The stamped hand endorsed bid bond according to the attached model for the sum of **four hundred thousand (400,000) fcfa** and with thirty (30) days validity period established by an organization or financial institution approved by the Ministry in charge of Finance to issue bonds in Public Procurement and listed in **Annex 10** of the Tender Document. The said guarantee must be accompanied by a consignment receipt issued by the **“Caisse Dépôt et Cosignation (CDEC)** in accordance with Circular letter N° 0000019/L/MinMap of 5th June 2024 relating to the constitution of deposits, retention, restitution and deconsignment of bonds on public contracts, in case of group bidding/joint venture the bid bond is established on behalf of the group/joint venture.

Article 9: Consultation of the tender file: The tender file may be consulted during working hours from 8:00 am to 4:00 pm at the Secretariat of the Director General, MIDENO Head Office, Ayaba Street, P.O. Box 442, Bamenda; Email: mideno1981@gmail.com: Tel: 237 23336161 following the publication of this notice.

Article 10: Acquisition of the tender file: The tender file may be obtained during working hours from 8:00 am to 4:00 pm at the Secretariat of the Director General, MIDENO Head Office, Ayaba Street, P.O. Box 442, Bamenda; Email: mideno1981@gmail.com: Tel: 237 233331661 following the publication of this notice against payment of a non-refundable sum of **Thirty four thousand (34,000) FCFA** and payable into Account No. 06845 97568660001- 28 in the name of "SPECIAL ACCOUNT SAC-ARMP" in any 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 **13 JUN 2025** at 10:00 am prompt and should carry the inscription:

"REQUEST FOR QUOTATION N° **1202**./RQ/MIDENO/MITB/13/84/2025 OF **12/5/2025** FOR THE SUPPLY AND INSTALLATION OF A SOLAR HYBRID POWER SYSTEM AT THE MIDENO HEAD OFFICE BAMENDA (PHASE 2)"

"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 in charge of Finance.

Article 13: Opening of bids: The opening of the bids (Administrative documents, Technical and financial proposals) in one phase shall be done on **13 JUN 2025** at 11:00am local time by the Internal Tenders Board of MIDENO in the MIDENO Conference Room at the Project management Office.

Only bidders may attend or be duly represented by a person of their choice with a written authorisation and who has full knowledge of the file.

Article 14: Evaluation Criteria: The bids shall be evaluated as follows:

Eliminatory Criteria

- Bids submitted late
- False declaration or falsified documents.
- Absence or insufficient Bid Bond of the specified amount
- Absence of the receipt of deposit from CDEC of the amount indicated in the bid bond
- Under exclusion sanctions from the Authority in Charge of the Regulation of Public Contracts
- Direct or indirect association with the conception, preparation of technical specifications and other documents concerned with this tender
- Bids whose outer envelop leads to the recognition of the bidder

B. Essential Criteria: The technical documents shall be evaluated following the binary method as follows:

B.1 General Presentation of bids

Marks

- | | |
|--|--------|
| ▪ Document spirally bound | Yes/No |
| ▪ Table of content | Yes/No |
| ▪ Page numbering | Yes/No |
| ▪ Colour separators | Yes/No |
| ▪ Bidding documents initialed on each page by duly mandated representative | Yes/No |

B.2 Presentation of firm

Marks

- | | |
|--|--------|
| ▪ Organigramme of firm/Enterprise | Yes/No |
| ▪ Experience of at least three (3) years in works of same/similar nature | Yes/No |
| ▪ Table of References of past works of same/similar nature | Yes/No |

B.3: Personnel

Marks

- | | |
|--|--------|
| ▪ Table of personnel | Yes/No |
| ▪ 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 | Yes/No |
| ▪ Support staff | Yes/No |

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 work | Yes/No |
| ▪ Special Technical condition (CCTP) duly initialed 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: mideno1981@gmail.com: Tel: 237 233 361 378

FOR: NORTH WEST DEVELOPMENT AUTHORITY



The stamp is circular with a double border. The outer border contains the text 'Republique du Cameroun' at the top and 'Mission du Développement de la Région du Nord-Ouest' at the bottom. The inner border contains 'MIDENO' at the top and 'North West Development Authority' at the bottom. In the center, it reads 'DIRECTOR GENERAL' and 'Le Directeur Général'. To the right of the stamp is a handwritten signature in blue ink, which appears to be 'Clémentine Matoyah'. Below the signature, the text 'ECONOMIST (PLEG Hors Echelle)' is printed in red.

CC

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

NORTH WEST DEVELOPMENT AUTHORITY

MISSION DE DÉVELOPPEMENT DE LA RÉGION DU NORD OUEST

P.O. Box, 442, Bamenda

Tel: (237) 233 36 13 78

Fax: (237) 233 36 16 61

Email: mideno181@gmail.com

Website : www.mideno.org



Bamenda, the... 23/5/2025

N° 1202/MIDENO/B... MITB/13/84

AVIS D'APPEL D'OFFRES

DEMANDE DE COTATION N° 1202/RQ/MIDENO/MITB/13/84/2025
POUR LA FOURNITURE ET L'INSTALLATION D'UN SYSTÈME
D'ÉNERGIE SOLAIRE HYBRIDE AU SIÈGE SOCIAL DE MIDENO À
BAMENDA (PHASE 2)

FINANCEMENT : BUDGET D'INVESTISSEMENT PUBLIC (BIP)
MINADER 2025

CHAPITRE BUDGÉTAIRE : 234301

Article 1 : OBJET DE L'APPEL D'OFFRES

Dans le cadre du Budget d'Investissement Public (BIP) MINADER de l'exercice 2025, le Directeur Général de la North West Development Authority (MIDENO) recherche un prestataire compétent et fiable pour la fourniture et l'installation d'un système d'énergie solaire hybride au siège social de la MIDENO à Bamenda (Phase 2) en procédure d'urgence.

Article 2 : Spécification des travaux : Les travaux comprennent les éléments suivants : Les principaux livrables et tâches du soumissionnaire retenu consisteront à moderniser le système d'énergie solaire hybride du siège social de MIDENO en exécutant les tâches décrites ci-dessous, conformément aux exigences des normes de qualité :

- a) Recâblage électrique et intégration des nouveaux modules photovoltaïques avec les modules photovoltaïques existants en toiture et le système d'onduleurs hybrides triphasés dans un local technique du bâtiment MIDENO. Câblage électrique et intégration des nouvelles batteries lithium à la batterie lithium existante et au système d'onduleurs hybrides triphasés dans un local technique du

bâtiment MIDENO Interconnexion, installation des protections électriques nécessaires et mise à la terre de l'ensemble du système.

- b) Programmer le système pour fonctionner en triphasé et privilégier l'utilisation de l'énergie solaire au quotidien, puis ENEO en cas d'absence ou de pénurie d'énergie solaire, puis stockage sur batterie en cas d'absence de solaire et d'ENEO.
- c) Fournir un plan électrique de l'installation et les manuels des composants du système.
- d) Former l'équipe de gestion du projet MIDENO sur la surveillance et la maintenance de routine du système.

Article 3 : Participation et Règlement : La participation au présent Appel d'Offres est ouverte aux entrepreneurs qualifiés enregistrés en République du Cameroun, disposant de capacités financières, d'expertise technique et professionnelle dans les mêmes travaux ou des travaux 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 de deux (02) 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 porteront sur la fourniture et l'installation d'un système d'énergie solaire hybride au siège social de MIDENO (Phase 2)

Article 6 : Attribution : Les travaux de cet appel d'offres ne sont pas soumis à attribution car le soumissionnaire retenu devra fournir et installer un système d'énergie solaire hybride au siège social de MIDENO à Bamenda.

Article 7 : Coût prévisionnel : Le coût prévisionnel des travaux de fourniture et d'installation est de vingt Millions (20 000 000) fca TTC

Article 8 Cautionnement provisoire (Cautionnement de soumission): La caution de soumission timbre acquitée à la main (suivant model joint) d'un montant de quatre cent milles (400,000) fcfa par lot d'une durée de validité de trente (30) jours établie par un organisme ou un institution financière agréé par le Ministre en charge des Finances pour émettre les cautions dans le domaine de marche publics et dont la liste figure dans la pièce 11 du DAO. Ledit cautionnement doit être accompagné d'un récépissé de

cosignation deliver par la Caisse de depot et Cosignation (CDEC) conformément a la letter Circulaire No 0000019/LC/MinMap du 05 juin 2024 relative aux modalités de constitution des cosignations, de conservation, de restitution et de decosignation des cautionnements sur le marches publics, en case de groupement, la caution de soumission est libelle au nom du groupement

Article 9 : Consultation du dossier d'appel d'offres : Le dossier d'appel d'offres peut être consulte aux heures ouvrables de 8 heures à 16 heures au Secrétariat du Directeur Général, Siège du MIDENO, Rue Ayaba, BP 442, Bamenda ; Email : midenol981@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 : midenol981@gmail.com ; Tél : 237 233331661 dès la publication du présent avis contre paiement d'une somme non remboursable de trant et quart mille (34 000) 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

Article 11 : Dépôt du dossier d'appel d'offres : Chaque offre rédigée en anglais ou en français en sept (7) exemplaires comprenant un (1) original et six (6) copies marquées comme telles, devra parvenir au Siège Social de MIDENO sis à Ayaba Street, P.O. Box 442, Bamenda) au plus tard à 10 heures précises et devra porter la mention :

**“DEMANDE DE COTATION N° DE
...../RQ/MIDENO/MITB/13/84/2025 POUR LA FOURNITURE ET
L'INSTALLATION D'UN SYSTEME D'ENERGIE SOLAIRE HYBRIDE
AU SIEGE SOCIAL DE MIDENO A BAMENDA (PHASE 2) ”**

« A ouvrir uniquement lors de la séance d'ouverture des plis »

Les offres produites en trois (03) volumes doivent être placées dans trois enveloppes cachetées et mises dans une (1) enveloppe plus grande

- Enveloppe A contenant les documents administratifs (Tome 1)
- Enveloppe B contenant la proposition technique (Volume 2)
- Enveloppe C contenant l'offre financière (Tome 3)

Les offres ou soumissions présentées après le délai stipulé ne seront pas reçues.

Article 12 : Recevabilité des offres

Pour éviter tout risque de rejet, seuls les originaux ou les copies certifiées conformes doivent être signés par les autorités compétentes, à savoir le service émetteur et/ou les autorités officielles ou administratives (Préfets, Sous-préfets,

- Agents de Banque, Agents des Impôts etc.). Les pièces administratives requises, y compris la caution de soumission, doivent impérativement être produites conformément aux Conditions Particulières de l'appel d'offres. Elles ne doivent pas dater de plus de trois (3) mois ou ne doivent pas être produites après la remise des offres.

Toute offre complète non conforme aux prescriptions du présent avis et du dossier d'appel d'offres sera déclarée irrecevable. Notamment l'absence d'une caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

Article 13 : Ouverture des plis : L'ouverture des plis (Documents administratifs, Propositions techniques et financières) en une seule phase sera effectuée à 11h00 heure locale par la Commission Interne des Marchés du MIDENO dans la Salle de Conférence du MIDENO au Bureau de Gestion du Projet.

Seuls les soumissionnaires peuvent assister ou se faire dûment représenter par une personne de leur choix munie d'une autorisation écrite et ayant une parfaite connaissance du dossier.

Article 14 : Critères d'évaluation : Les offres seront évaluées comme suit :
Critères éliminatoires

- Absence ou insuffisance de la caution de soumission
- Absence of the receipt of deposit from CDEC of the amount indicated in the bid bond
- Offres soumises en retard
- Fausse déclaration ou documents falsifiés.
- Absence ou insuffisance de la caution de soumission du montant spécifié
- 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

B.4 : Méthodologie/Organisation technique des travaux **POINS**

- Preuve de visite du site Oui/Non
- Rapport technique complet du site Oui/Non
- Organigramme d'exécution du projet Oui/Non
- Sequence logique des travaux, Méthodologie/Organisation, Résultats et reporting des travaux Oui/Non
- Conditions techniques particulières (CCTP) dûment paraphées sur chaque page, signées et datées sur la dernière page Oui/Non

N/B : Seules les offres obtenant au moins 75 % des critères essentiels verront leur offre financière évaluée

Article 15 : Attribution : Le soumissionnaire évalué avec une note de 75% et plus des critères essentiels et présentant la proposition financière la plus basse se verra attribuer le marché.

Article 16 : Durée de validité des offres : Les soumissionnaires resteront engagés par leurs offres pendant trente (30) jours à compter de la date limite fixée pour le dépôt des offres.

Article 17 : Informations complémentaires :: Des informations complémentaires peuvent être obtenues pendant les heures ouvrables de 8 heures à 16 heures au Secrétariat du Directeur Général, MIDENO, BP 442, Bamenda ; Email : midenol981@gmail.com ; Tél : 237 233 361 378

POUR : MISSION DE DÉVELOPPEMENT DU NORD-OUEST



The stamp is circular with a double border. The outer border contains the text 'République du Cameroun' at the top and 'Mission de Développement du Nord-Ouest' at the bottom. The inner border contains 'BAMENDA' at the bottom. In the center, it reads 'DIRECTOR GENERAL' and 'Le Directeur Général'. A blue ink signature is written over the stamp. To the right of the stamp, the name 'Pleus Anye Matonyah' is written in red ink, followed by 'ECONOMIST (PLEG Hors Echelle)' in red capital letters.

CC

- ✓ ARMP (pour publication et archivage)
- ✓ MINMAP (Pour information)
- ✓ Président du MITB (pour information)
- ✓ Panneau d'affichage MIDENO (pour information)

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

Table of Content

A General

Article 1: Scope of the Tender.....	10
Article 2: Financing.....	10
Article 3: Fraud and Corruption.....	10
Article 4: Candidates allowed to compete.....	10
Article 5: Material, equipment and supplies authorized.....	11
Article 6: Qualification of Bidders.....	11
Article 7: Visit to work site.....	11

B Tender File

Article 8: Content of Tender File.....	12
Article 9: Clarifications and complaints on Tender File.....	12
Article 10: Modification of the Tender File.....	12

C Preparation of bids

Article 11: Tender Cost.....	13
Article 12: Language of bid.....	13
Article 13: Documents constituting the bid.....	13
Article 14: Bid price.....	14
Article 15: Currency of bid and payment.....	14
Article 16: Validity of Bids.....	15
Article 17: Bid Bond.....	15
Article 18: Proposition of variant bids by bidders.....	15
Article 19: Pre-Bidding conference for preparation of bids.....	16
Article 20: Form and signature of bid.....	16

D) Submission of bids

Article 21: Sealing and Marking of envelopes.....	16
Article 22: Date and time-limit for submission of bids.....	16
Article 23: Late bids.....	17

Article 24: Modification, substitution and withdrawal of bids.....	17
--	----

E) Opening and Evaluation of bids

Article 25: Opening and evaluation of bids	17
Article 26: Confidential nature of Procedure.....	18
Article 27: Clarifications on bids and contact with the CA.....	18
Article 28: Conformity of bids.....	18
Article 29: Qualification of the Bidder.....	19
Article 30: Correction of Errors.....	19
Article 31: Conversion to single currency.....	19
Article 32: Evaluation of Financial bids	19
Article 33: Preference to National bidders.....	20

F) Award of Contract

Article34: Award of Contract.....	20
Article 35: Right by Project Owner to declare an invitation to tender..21 unsuccessful or to cancel a Procedure.....	20
Article 36: Notification of Award of Contract.....	20
Article 37: Publication of contract award results and petition....	20
Article 38: Signing of Contract.....	20
Article 39: Final Bond.....	21

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

IV) Coercive Practices: 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) Will reject any award proposal if it determines that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

3.2 The Minister Delegate in charge of Public Contracts, Authority in Charge of Public Contracts may, as a temporary measure, take a decision to ban bidding for a period not exceeding two (2) years against any bidder guilty of influence peddling, conflict of interest, insider information, fraud corruption, or production of non-authentic documents in his bid, without prejudice to legal action that may be taken against him.

Article 4: Candidates allowed to compete

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

4.2 Generally, the invitation to tender is addressed to all suppliers, 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.

A bidder will be judged to be in a situation of conflict of interest if he:

i) Is associated with or was associated in the past in 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 this invitation to tender, except authorized variants according to **Clause 17**, where need be meanwhile, this does not prevent the participation of sub-contractors in more than one bid.

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 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:

- a) The bid must include all the information listed in article 6.1) above. The Special Regulations must specify the information to be furnished by the group and the information to be furnished by each member of the group.
- b) The bid and the contract must be signed in a way that it is binding on all members of the group.
- c) The nature of the group (*joint or several as stipulated in the Special Regulations*) must be specified 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 with regards to the execution of the contract;
- e) In the case of joint co-contracting, the Co-contractors shall share the sums which are paid by the Administration into a single account; on the other hand, each undertaking is paid in its own account by the Administration where it is several co-contracting.

6.3 Bidders should equally present sufficiently detailed proposals to demonstrate that they conform to the technical specifications and delivery time-limits set in the Special Regulations of the invitation to tender

B) TENDER FILE

Article 7: Content of Tender File

7.1 The tender file describes the supplies forming the subject of the contract, sets the consultation procedure by suppliers and specifies the terms of the contract.

Besides the addenda published in accordance with article 10 of the General Regulations of the invitation to tender, it includes the following documents:

- a) The letter of invitation to tender (for restricted invitation to tender);
- b) The tender notice;
- c) The General Regulations of the invitation to tender;
- d) The Special Regulations of the invitation to tender
- e) The Special Administrative Conditions;
- f) The description of the supplies which includes;
 - The list of supplies and ancillary services;
 - Technical specifications
- g) The framework of Unit Price Schedule
- 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 (telephonic 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 a 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

8.4 MIDENO has five (5) days to react. A copy of the reaction shall be forwarded to the body in charge of the regulation of public contracts.

Article 9: Modification of the Tender File

9.1 MIDENO may at any moment prior to the deadline for 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.

9.2 Any published addendum shall be an integral part of the Tender File, in accordance with **Article 7.1 of the General Regulations of the invitation to tender** and must be communicated in writing or made known to all bidders who bought the Tender File. The latter must acknowledge receipt of the addenda in writing to MIDENO.

9.3 In order to give sufficient time to take account of the addendum in the preparation of their bids, MIDENO may postpone as is necessary, the deadline for the submission of bids, in accordance with the provisions of **Article 23.3 of the General Regulations of the invitation to tender**.

C) Preparation of Bids

Article 10: Tender Cost

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

Article 11: Language of Bid

11.1 The bid as well as any correspondence and all documents concerning the bid exchanged between the bidder and MIDENO shall be drafted in **English or French**. Complementary documents and the forms provided by the bidder shall be drafted in any 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 12: Constituent documents of the bid

12.1 The bid presented by the bidder shall include the documents detailed in the Special Regulations of the invitation to tender, duly filled and put together in three (3) volumes:

a) Volume 1: Administrative file

It includes

i) All documents attesting that the bidder:

- Has subscribed to all declarations provided for by the laws and regulations in force;

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

ii) The bid bond established in accordance with the provisions of **Article 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

c) Volume3: Financial Bid

The Special Conditions specify the elements that will help in justifying the cost of the services, namely:

- The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate.
- The duly filled schedule of Unit Prices
- The duly filled detailed estimates;
- The sub-details of prices and/or breakdown of all-in prices

To this effect, bidders should use the model documents and forms provided for in the Tender File, subject to the provisions of article 19(2) of the General Regulations of the invitation to tender concerning the other possible forms of bid bonds.

12.2 If in accordance with the provisions of the Special Regulations of invitation to tender, the bidders present bids for several lots of the same invitation to tender, they could indicate rebates bided in case of award of more than one lot

Article 13: Bid Price

13.1 Prices shall be indicated as required in the model Price Schedules and sub-details of prices as furnished in the annex.

In indicating the price, the supplier is free to turn to a transporter and to obtain insurance services from any country, subject to the conditions of eligibility attached to the financing agreement.

Prices proposed in the forms of sub-details of prices for supplies and ancillary services shall be presented in the following manner:

- Prices of supplies ex-works (exit from factory, manufacturing, exhibition hall, warehouse or sales room as the case may be) including all the custom duties, sales tax or other taxes to be paid on the components or raw materials used in manufacturing or assembling of supplies;

• Sales and other taxes collected on the supplies which will be due if the contract is awarded;

• The price of domestic transportation, insurance and other local services related to the delivery of the supplies up to their final destination (project site) specified in the Special Regulations of the invitation to tender.

13.2 The Prices bided by the bidder should be firm during the duration of the execution of the contract and 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.

17.3 The bidder shall also provide a list giving all the details, including the available sources of supply and the current prices of spare parts, special tools, etc necessary for the proper and continuous functioning of the supplies from the start of their use by MIDENO and during the period specified in the Special Regulations

17.4 The standards which apply to the execution methods, manufacturing processes, equipment and materials as well as references to trademarks or catalogue numbers specified by MIDENO in the quantity schedules, delivery calendar and technical specifications are mentioned only for information and in no way have a restrictive character.

The bidder may substitute them with other quality standards, trademarks and/ or other catalogue numbers provided that he establishes to the satisfaction of MIDENO that the standards, makes and numbers thus substituted are substantially equivalent or superior to the specifications of the schedule of prices and technical specifications.

Article 18: Documents attesting to the bidder's qualification

Documents attesting that the bidder is qualified to execute the contract if his bid is accepted shall establish to the satisfaction of MIDENO that,

- In the case where the bidder bids to deliver in execution of the contract, supplies which moreover he does not manufacture or produce, the said bidder is duly authorized by the manufacturer of these supplies to deliver them in Cameroon;

- The bidder has the financial, technical and production capacity necessary to execute the contract
- In the case where the bidder has no operations in Cameroon, he is or shall (if he is awarded the contract) be represented by an Agent endowed with the expected means and capacity to ensure the tasks of maintenance, repairs and stocking of spare parts corresponding to the obligations mentioned in the Special Administrative Conditions and/or technical specifications; and
- The supplier has pertinent experience similar to that provided for in the Tender File.

Article 19: Bid Bond

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 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 be authorized to do so.

20.3 Where the contract does not include a price revision clause and that the period of validity of bids is extended for more than sixty (60) days, the amount payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that MIDENO shall address to the bidders. MIDENO's request shall include a form of price revision. The updating period shall run from the date of notification of the contract or the Administrative Order for the start of the execution of services 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.

Article 21: Form and signature of the bid

21.1 The bidder shall prepare an original of the constituent documents described in **Article 12 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.

21.2 The original and copies of the bid must be typed or written in indelible ink (Photocopies shall be accepted in case of copies) and must be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6 (1a) or 6 (2a) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialed by the signatory (ies) of the bid.

21.3 The bid shall bear no modification, suppression or alteration, unless such corrections are initialed by the signatory (ies) of the bid.

D) Submission of bids

Article 22: Sealing and Marking of bids

22.1 The Bidder shall place the original and each of the copies of the bid in separate and sealed envelopes bearing the inscription "ORIGINAL" and "COPY", as the case may be. These envelopes should then be placed in another envelope which should equally be sealed.

22.2 The external and internal envelopes:

Should be addressed to The Director General, MIDENO, P.O. Box 442, Bamenda

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

25.4 No bid may be withdrawn in the interval between the deadline set for the submission of bids and the expiry of the validity period of the bids set in the model bid. The withdrawal of an bid by a bidder during the interval may lead to the confiscation of the bid bond in accordance with the provisions of article 19(6) of the General Regulations.

E) Opening of envelopes and Evaluation of bids

Article 26: Opening and Evaluation of envelopes, bids and petitions

26.1 The competent Tenders Board proceeds to open the envelopes in the presence of the representatives of bidders who wish to attend and who have a perfect mastery of the file at the date, time and address specified in the Special Regulations. Representatives of bidders present shall sign a register attesting to their presence.

26.2 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

26.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price bided 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 Project Owner 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.

26.4 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.

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 to confirm the correction of calculation errors discovered by the Evaluation sub-committee during the evaluation in accordance with the provisions of article 32 of the General Regulations.

28.2. 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 29: Conformity of bids

29.1: 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.

29.2: The Evaluation Subcommittee shall determine if the bid is essentially in conformity with the conditions fixed in the tender file based on the contents without recourse to external elements of proof.

29.3: An bid that conforms to the tender file shall essentially be an bid that respects all the terms, conditions and specifications of the tender file without substantial divergence or reservations. A substantial divergence or reservations is that

- a. Which substantially limits the scope, quality or performance of the supplies and ancillary services specified in the contract.
- b. Which substantially limits and is not in conformity with the Tender File, the rights of the Project Owner or the obligations of the bidder in relation to the contract; or
- c. whose acceptance would be prejudicial to other bidders who presented bids that essentially conformed with the Tender File.

29.4. If a bid is essentially not in conformity it shall be rejected by the Competent Tenders Board and shall not essentially be rendered in conformity.

29.5- The Project Owner reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variance and other factors which are beyond the requirements of the tender file shall not be considered during the evaluation of bids.

Article 30: Evaluation of Technical Bid

30.1: The evaluation subcommittee shall examine the bid to confirm that all the conditions fixed in the special regulations and special administrative conditions were accepted by the bidder without substantial difference or reservation.

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 trials) 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

33.1 The Evaluation sub-committee shall proceed to the evaluation and comparison of bids which it had determined essentially met the provisions of the Tender File within the meaning of articles 29, 30 and 31 of the General Regulations.

33.2. For this evaluation the Evaluation sub-committee shall consider the following elements:

a. the tender price, indicated according to the provisions of clause 13 of the General Regulations;

b. adjustments made on the price to correct the arithmetical errors in application of paragraph 32 of the General Regulations;

c. Adjustments made on the price as a result of rebates bided in application of paragraph 13(4) of the General Conditions;

33.3. To evaluate the tender price, the Evaluation sub-committee may equally consider factors other than the tender price indicated, in application of article 13 of the General Conditions, including characteristics, performance of the supplies and ancillary services and purchase conditions.

The factors retained and specified in the Special Regulations, where need be, shall be expressed in monetary terms in a way as to facilitate the comparison of bids.

Article 34: Comparison of bids

The Evaluation sub-committee shall compare all the bids that substantially conform to determine the bid valuated as the lowest, in application of article 33(4) of the General Regulations.

F. Award of the Contract

Article 35: Award of the contract

35.1. The Contacting Authority shall award the contract to the bidder whose bid was judged essentially in conformity 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.

35.2. If the invitation to tender has several lots, the lowest bid shall be determined by evaluating this contract in relation with the other lots to be awarded concurrently, by taking into consideration the rebates bided by the bidders in case of award of more than one lot, as well as their financial burden at the time of award.

Article 36: The right by the Project Owner to declare an invitation to tender unsuccessful or cancel a procedure

The Project Owner reserves the right to cancel a procedure of invitation to tender (after the authorization of the **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.

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

Article 41: Final Bond

41.1. Within twenty (20) days of the notification by the Project Owner, the contractor shall furnish the Project Owner with a final bond in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.

41.2. The bond 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.

41.3. 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.

41.4. Failure to produce the final bond within the prescribed time-limit shall likely cause the termination of the contract.

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	Definition of the Works : THE SUPPLY AND INSTALLATION OF A SOLAR HYBRID POWER SYSTEM AT THE MIDENO HEAD OFFICE BAMENDA (PHASE II)
	Deadline for execution of works: Three (3) months from the date of notification to start works
2.1	Source of Financing: Public Investment Budget (MINADER) 2025
4.1	List of pre-qualified candidates, where applicable: NA
4.2	Joint Contracting: NA Sub-Contracting: NA
5.1	Origin of Material, supplies, Equipment and Services: See Special Technical Clause of Tender document
6.1	<p><u>Criteria for Evaluation :</u></p> <p>The bids shall be evaluated as follows:</p> <p><u>A. EliminaryCriteria</u></p> <ul style="list-style-type: none"> • Bids submitted late • Absence or insufficient of Bid Bond of the specified amount • Absence of the receipt of deposit from CDEC of the amount indicated in the bid bond • False declaration or falsified documents. • Under exclusion from ARMP • Bids whose outer envelop leads to the identification of the bidder • Incomplete, non-existent or non compliant documents in the technical file • Incomplete, non-existent or non compliant documents in the financial offer • Direct or indirect association with the conception, preparation of technical specifications and other documents concerned with this tender • Non respect of at least 75% of essential criteria

B. Essential Criteria

The technical documents shall be evaluated following the binary method as follows:

B.1 General Presentation of bids

Marks

- Document spirally bound Yes/No
- Table of content Yes/No
- Colour separators Yes/No
- Bidding documents initialed on each page by duly mandated representative Yes/No

B.2 Presentation of firm

Marks

- Organigramme of firm/Enterprise Yes/No
- Experience of at least three (3) works of same/similar nature Yes/No
- Table of References of past works of same/similar nature Yes/No

B.3: 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 presentation of planning, Methodology,/Organization, outputs & reporting of works Yes/No
- Special Technical condition (CCTP) duly initialed on each page, signed, signed & dated on last page Yes/No

Nota Bene: Only bids that score at least 75% of the essential criteria shall have their financial offer evaluated

7.3. **PROOF OF SITE VISIT:** 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:

PREPARATORY MEETING: NA

12. **LANGUAGE OF BID :** English or French

13.1 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 as detailed as follows :

Envelope A - Volume 1 Administrative file

The Administrative File should contain the following documents:

1. The declaration of the intention to bid, stamped with fiscal stamp and signed by the bidder (according to the attached model)
2. Certified copy of Certificate of Incorporation not more than 3 months old
3. Certified copy of Business registration (" Registre de Commerce") or attestation of registration as a Cooperative (for Cooperatives)
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
5. Certified copy of Tax Payer's card not more than 3 months old
6. Original attestation of Bank Account issued by a first rated bank approved by the Ministry in charge of finance
7. Attestation of tax conformity stating that the bidder has met 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.

8. A valid location plan, signed, stamped and dated by the bidder not more than 3 months old
9. Original CNPS clearance certificate relating to the assignment not more than 3 months old
10. Original receipt of payment for bidding document.
11. Original Certificate of non-exclusion from Public contracts by ARMP not more than 3 months old
12. The stamped hand endorsed bid bond according to the attached model for the sum of **Four hundred thousand (400,000) fcfa** and with thirty (30) days validity period established by an organization or financial institution approved by the Ministry in charge of Finance to issue bonds in Public Procurement and listed in Annex 11 of the Tender Document. The said guarantee must be accompanied by a consignment receipt issued by the "Caisse Dépôt et Consignation (CDEC) in accordance with Circular letter N° 0000019/L/MinMap of 5th June 2021 relating to the constitution of deposits, retention, restitution and deconsignment of bonds on public contracts. In case of group bidding/joint venture the bid bond is established on behalf of the group/joint venture.
13. Proof/attestation of site visit
14. The group agreement, where necessary
15. The power of attorney, where necessary

In case of group bidding, each member of the group must present a complete administrative file while items 12, 13 and 14 being presented only by the representative of the group.

Volume 2: Technical Proposal

16. Full presentation of the Enterprise
17. Specific Experience of firm with proofs in same or similar works for the last 3 years
18. Logical presentation of organigramme, planning, Methodology, Technical Organization, outputs, environmental & security mitigation measures and reporting for Works execution
19. Comprehensive Technical Report of work Site

	20. Copy of Special Technical condition (CCTP) duly initialed on each page, signed & dated on last page
	<u>Volume 3: Financial Proposal</u>
	21. An original bid submission letter prepared according to the attached model, stamped with fiscal stamp at the rate in force, signed and dated at the prevailing rate
	22. Duly filled schedule of Unit Prices
	23. Duly filled detailed estimates and quantities
	24. Duly filled sub-details of prices and/or breakdown of all-in prices
	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.
	PRICE AND CURRENCY OF THE BID
14.3	VAT: 19.25%, IR (...) % according to regime of business license
14.4	The price of the contract shall NOT be revisable
15.1	The amount of the bid shall be entirely in CFA FRANCS
15.2	The bidder shall label his/her inputs, unit, quantitative and estimated detail prices only in CFA and FRANCS
15.3	
	PREPARATION AND SUBMISSION OF BIDS
16.1	The period of validity of bids is thirty (30) days from the date of submission of bids
17.1	Amount of the bid bond: The stamped hand endorsed bid bond according to the attached model to the sum of Four hundred thousand (400,000) fcfa and with thirty (30) days validity period established by an organization or financial institution approved by the Ministry in charge of Finance to issue bonds in Public Procurement and listed in Annex 11 of the Tender Document. The said guarantee must be accompanied by a consignment receipt issued by the "Caisse Dépôt et Cosignation (CDEC) in accordance with Circular letter N° 0000019/L/MinMap of 5 th June 2024 relating to the constitution of deposits, retention, restitution and deconsignment of bonds on public contracts, in case of group bidding/joint venture the bid bond is established on behalf of the

group/joint venture.

18.1 **Delivery Deadline:** Three (3) months from the date of notification to start works

Evaluation of bids: Binary method

18.3 **Variant bids:** NA

19.1 **Date, place and time of preparatory Meeting:** NA

20.1 **The number of copies of the bid which must be filled and sent:** One (1) Original and six (6) copies

21.2 **Name and Address of Project Owner to deposit bids:**

The Director General, North West Development Authority (MIDENO), P.O. Box 442,
Bamenda: Email: mideon1981@gmail.com: Tel: +237 233 36 13 78

Reference No of the invitation to tender: N° REQUEST FOR QUOTATION N°
...../RQ/MIDENO/MITB/13/84/2025 OF..... FOR THE SUPPLY AND
INSTALLATION OF A SOLAR HYBRID POWER SYSTEM AT THE MIDENO HEAD OFFICE
BAMENDA (PHASE 2)

22.1 **Date and time-limit for submission of bids:** Bids must be submitted latest
at 10:00 am prompt

25.1 **Venue, date and time of opening of bids:** Bids shall be opened in the MIDENO conference
Hall located in the MIDENO Project Management Office along Ayaba Street, opposite Mansfield
plaza Hotel on the AT 11:00 AM PROMPT LOCAL TIME
EVALUATION AND COMPARISM OF BIDS

31.2 **Currency retained for conversion into single currency:** Franc CFA

Source of Exchange Rate: BEAC

32.2 **Criteria for the evaluation of deadline for execution:** NA as deadline for execution is fixed at
(e) Three (03) month and applicable to all bidders

32.2 **Method for the evaluation of variant bids:** NA as variant bids are not allowed

(g)

33.1 **Preferential margin for national firms:** NA

AWARD OF THE CONTRACT

- 34.1 the contract shall be awarded to the bidder whose bid was judged essentially in conformity with and the Tender File and who has the required technical and financial capacities to execute the
- 34.2 contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary proposed rebates/discounts.

FINAL BOND

- 39.1 A final bond of 5% of the total amount of the contract all taxes inclusive shall be furnished by the
- & successful bidder within 20 days of the notification of the contract and presented in the form
- 39.2 indicated in the Tender document.

PART N ° 04: SPECIAL ADMINISTRATIVE CLAUSES (SAC)

TABLE OF CONTENT

Chapter I: Generalities.....	26
Article 1: Subject of the contract.....	28
Article 2: Award procedure.....	28
Article 3: Definitions and duties (CCAGArticle2 supplemented).....	28
Article 4: Applicable language, law and regulations	29
Article 5: Constituent documents of the contract (CCAGArticle4).....	29
Article 6: General applicable instruments.....	29
Article 7: Communication (CCAGArticles6et10 supplemented)	29
Article 8: Administrative Orders (CCAGArticle8).....	30
Article 9: Contracts with conditional Phases(CCAGArticle9).....	30
Article 10: Personnel of the Enterprise (CCAGArticle15 supplemented).....	30
Chapter II: Financial Clauses.....	31
Article 11: Guarantees and bonds (CCAGArticles29&41articles 21 supplemented).....	31
Article 12: Amount of contract CCAGArticles18et19supplemented).....	31
Article 13: Place and Method of payment.....	31
Article 14: Price variation (CCAGArticle20)	31
Article 15: Price revision formula (CCAGArticle21)	31
Article 16: Price updating formula (CCAGArticle21).....	31
Article 17: Direct Labour works (CCAGArticle22 completed).....	31
Article 18: Valorization of works (CCAGArticle23).....	32
Article 19: Valorization supplies (CCAGArticle24 completed).....	32
Article 20: Advances (CCAGArticle28).....	32
Article 21: Payment for works (cf.art.26,27&30CCAG completed).....	32
Article 22: Interests on Overdue payments (CCAGArticle31).....	32
Article 23: Penalties for delay (CCAGArticle32supplemented).....	33
Article 24: Payments in case of joint venture of enterprises (CCAGArticle33).....	33
Article 25: Final payment (CCAGArticle34).....	33

Article 26: General and final payment (CCAGArticle35).....	34
Article 27: Tax and customs Regime (CCAGArticle36).....	34
Article 28: Stamp duty and registration of contracts (CCAGArticle37).....	34
Chapter III: Execution of Services.....	35
Article 29: Consistency of works	35
Article 30: Obligations of the Project Owner (CCAG completed).....	35
Article 31: Deadline for execution of contract (CCAG Article 38).....	35
Article 32: Role and responsibility of Enterprise ((CCAG Article40).....	35
Article 33: Preparation of documents and site(CCAGArticle42).....	35
Article 34: Insurance of works and civil responsibilities (CCAGArticle45).....	56
Article 35: Documents to be furnished by the Enterprise ((Article49 competed).....	35
Article 36: Organization and security of work site (CCAGArticle50).....	36
Article 37: Layout of works (CCAGArticle52).....	36
Article 38: Sub-Contracting (CCAGArticle54).....	36
Article 39: Laboratory of the work site and testing (CCAGArticle55).....	36
Article 40: Logbook of site (CCAGArticle56completed).....	36
Article 41: Utilization of explosives (CCAGArticle60).....	37
Chapter IV: Reception	
Article 42: Provisional Reception (CCAGArticle67).....	37
Article 43: documents to be furnished after reception (CCAGArticle68).....	37
Article 44: Guarantee Deadline (CCAGArticle70).....	37
Article 45: Final Reception (CCAGArticle72).....	38
Chapter V: Miscellaneous Provisions	
Article 46: Termination of the contract (CCAGArticle74).....	38
Article 47: Case of force majeure (CCAGArticle75).....	38
Article 48: Disagreements and disputes (CCAGArticle79).....	38
Article 49: Drafting and dissemination of this contract.....	38
Article 50: Drafting and dissemination of this contract.....	38

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 II)

Article 2: Award procedure

The contract shall be awarded through Request for Quotation N°...../RQ/MIDENO/MITB/13/84/2025 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 A representative from the Regional Delegation of MINEE who shall work closely with 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:

- The Authority in charge of ordering payment shall be : The Director General, MIDENO
- The Authority in charge of the clearance of expenditures shall be the the Specialized Finance Controller, MIDENO.
- The body or official in charge of payment shall be "The Agent Comptable" of MIDENO
- The official competent to furnish information within the context of the execution of this contract shall be Project Owner

3.3. The functions of the Contract Manager, Contract Engineer and Project Manager

3.3.1: Functions of the Contract Manager shall constitute the general administrative financial and technical assistance at the definition, preparation, execution and acceptance stages of the services forming subject of the contract. He shall be responsible for the general management of the execution of the services/works, decides on all the technical and financial provisions and represents the CA in the organs competent to settle disputes

3.3.2 The functions of the **Contract Engineer** shall constitute the follow-up of the execution of the contract and shall be responsible for the technical and financial follow up and assessment of the works, and gives instructions having no financial incidence. He shall report to the Contract Manager.

3.3.3 The functions of the **Project Manager**: NA

3.3.4: The means put at the disposal of the **Contract Engineer** shall include: Pick up vehicle

Article 4: Applicable language, law and regulations

4.1. The language to be used shall be **English or French**

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

If the regulations, laws and administrative and fiscal measures 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 (CCAG Article 4)

The constituent contractual documents of this contract are in order of priority

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 Arrête 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 19th December 2024 for the 2025 financial year
- 4. Circular N° 00000026/C/MINFI of 29th December 2024 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 2025 fiscal year;
- 5. Decree N° 2018/366 of 20th June 2018 revising the Public Contracts Code;
- 6. Decree N° 2012/074 of 8th March 2012 relating to the setting up, organization and functioning of Tenders Boards;
- 7. Decree N° 2012/075 of 8th March 2012 on the organization of the Ministry of Public Contracts;
- 8. Decree N° 2012/076 of 8th March 2012 amending and supplementing some provisions of Decree No 2001/048 of 23rd February 2001 on the creation, the organization and functioning of the Public Contracts Regulatory Agency;
- 9. Decree N° 2013/271 of 5th August 2013 amending and supplementing some provisions of Decree No 2012/074 of 8th March 2012 on the creation, the organization and functioning of the Public Contracts Tender Boards;
- 10. Decree N° 2003/651/PM of 16 April 2003 laying down the procedures for the application of tax and customs regime of public contracts;
- 11. Circular Letter N° 003/CAB/PM of 18th April 2008 on the enforcement of rules governing the procurement, execution and control of public contracts;
- 12. Circular N° 0001/CAB/PR of 19th June 2012 on the procurement and control of the execution of public contracts;
- 13. Circular Letter N° 002/CAB/PM of 31st January 2011 on the improvement of the performance of the public contracts system;
- 14. Circular N° 003/CAB/PM of 31st January 2011 laying down procedures for changes in management of economic conditions of Public Contracts;
- 15. Texts governing the domain; Section G of the 2020 Tax Code, section 122 bearing on **incentives for the agricultural sector**;
- 16. Standard norms;
- 17. Other instruments specific to the domain concerned in the contract.

Article 7: Communication (CCAGArticles6et10 supplemented)

7.1 All communications in the name of this present contract shall be by written mails, Emails and notifications submitted against acknowledgement of receipts at the appropriate addresses indicated by the parties done through the following addresses:

a. In the case where the Enterprise/Contractor is the addressee/recipient:

Mme/Mr.....within a time-limit of not more than **fifteen (15)** days fixed in Article 6(1) of the CCAG to make known to the Project Owner his/her domicile, correspondences shall be validly addressed to the Director General, North West Development Authority (MIDENO), P.O. BOX 442, BAMEIDA: Email: Mideno181@gmail.com

b. In the case where the Project Owner is the addressee/recipient:

The Director General, North West Development Authority (MIDENO), P.O. Box 442, Bamenda copying the Contract Engineer and the Contract Manager within the same deadline where necessary

7.2 The Enterprise/Contractor shall address all written notifications or correspondences to the Project Owner copying the Contract Manager and Contract engineer

Article 8: Administrative Orders (CCAGArticle8)

The different service orders shall be established and notified as follows:

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 (CCAG Article 9)

9.1 The contract shall not include phases whose execution shall be subject for each of them to the notification of the enterprise/contractor by Administrative Orders of the decision by the Project Owner to execute the said phase.

At the end of each phase the Project Owner shall proceed with the reception of the works and shall deliver an attestation of good execution to the enterprise/contractor. This attestation shall condition the beginning of the next phase. NA

9.2 The deadline for the notification of the service order to commence the next phase shall be: NA

Article 10: Material and Personnel of the Enterprise (CCAG Article 15 supplemented)

10.1 All modifications, even partial, brought in on the technical offer can only be done after a written agreement by the Chief of Service. In case of modification, the Enterprise shall replace personnel with one having at least equal competence (qualifications & experience)

10.2 In all circumstances the list of the personnel to be used by the **Enterprise/Contractor** has to be submitted to the **Project Owner** for approval within **seven (7) days** following the notification of the service order to start works. The **Project Owner** in collaboration with the **Contract Manager** and the **Contract Engineer** shall have **seven (7) days** to notify in writing his opinion to the **Enterprise/Contractor**. Beyond this deadline the lists shall be considered approved.

10.3 Any unilateral modification made to the proposed personnel found in the technical offer, before and during the works shall constitute a motive for termination of the contract as specified in **Article 45** below or the application of **penalties in Article 23** below.

10.4 The **Enterprise/contractor** shall use the appropriate material proposed in the project of execution for the proper execution of the works according to the **rules/standards of the works**.

10.5 All modifications brought in shall be notified to the **Project Owner**

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)

14.1. The price shall be fixed

- a. Payments on account to the Enterprise as advances shall not be revisable
- b. Revision of prices shall not be allowed

14.2. Modalities of price updating

The Contract price shall not be subject to updating

Article 15: Price Revision formula (CCAGArticle21)

The Unit Price Schedule is not revisable

Article 16: Price updating formula (CCAGArticle21)

The Unit price schedule shall not be updated

Article 17: Direct Labour works/Works under State Supervision (CCAGArticle22 completed)

17.1The percentage of direct labour works/Works under State Supervision is 0% of the amount of the contract and addendums where necessary: NA

17.2. Types of works & expenses to be executed through direct labour works under State Supervision:NA

Article 18: Evaluation of works (CCAGArticle23)

18.1This contract shall include All-in prices and Unit Prices.

The prices shall be considered to cover all the costs resulting from the execution of the works and the contractor's obligations including the overheads, taxes and dues, technical and economic risks & hazards, financial costs and profit

Any possible differences noticed for each type of structure or each element of the structure between the quantities really executed and the quantities eventually indicated in the detail break-down of the detailed estimates, shall not lead to a modification of the said price. This applies equally to errors that this breakdown may include

- The determination of the amount due for works carried out is obtained by multiplying the corresponding Unit prices by the quantities of the works executed and entered on the job cost sheet or by the number of elements of structures executed

Article 19: Evaluation of supplies (CCAGArticle24 completed)

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 20th 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 (1/2000th) of the initial contract amount all taxes inclusive per calendar day of overrun from the first to the 30th day beyond the contractual time-limit set by the contract

b. One one thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day overrun beyond the 30th day

The Project Owner shall pronounce the deferment of penalties for contractual time-limit overrun only after favourable opinion of the structure in charge of the regulation of public contracts

A copy of the decision waiving the penalties accompanied by the favorable opinion referred to above shall be transmitted to the Organ in charge of regulation of public contracts for information purposes

23.2 The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract amount inclusive of all taxes and other eventual addendums if need be.

B. Specific Penalties (Amounts should be precised if applicable)

23.3 Independently of penalties due to delays in contractual time-limits, the contractor can be liable to particular penalties following the non-observation of the dispositions of the contract, notably:

- Late submission of final bond
- Late submission of insurance policies
- Late submission of the project of execution in as much as the lateness is due to the Enterprise
- Refusal to fold-up and restore worksite after the provisional reception

- Non-submission of project documents required after provisional reception

The cumulated amount of penalties independent of delays in the respect of contractual time-limits cannot exceed 10% of the initial contract amount inclusive of all taxes and other eventual addendums if need be.

Article 24: Payments in case of Co-contractors/Joint Venture (CCAGArticle33)

24.1 Payments in case of Joint-Venture

Where the Special administrative clauses provide for direct payment of **Co-Contractors/Joint Venture**, 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 **co-contractors/joint Ventures** 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.

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 20th June 2018 revising the Public Contracts Code.

Article 26: Final Detailed General Payment (CCAG Article 35)

26.1 At the end of the guarantee period which gives rise to the final acceptance of the works, the Contract Manager has a deadline of not more than one (1) month to establish the Final Detailed General Payment of the enterprise/contractor which has to be countersigned by the enterprise/contractor and the Project Owner.

The Final Detailed General Payment shall comprise the following:

- The final detailed account defined in Article 25 above

- Possibly the release of the balance of the performance bond

- The valuation of any exceptional works ordered by the Project Owner during the guarantee period but not covered by the said guarantee and shall be settled according to Article 24 of the General Administrative Conditions applicable to public works contracts in Cameroon

- A recapitulation of monthly down payments on account and the balances

The amount of the general payment is equal to the result of this last summary

- The Detailed General Payment signed by the Project Owner must be notified to the Enterprise/contractor by Administrative Order

26.2 The Enterprise/contractor has a maximum of one (1) month from the date of notification from the date of notification to return the Final Detailed General Payment signed or unsigned without or with reservations respectively. Where applicable the reasons for the refusal to sign the Final Detailed General Payment has to be made known

If the contractor does not return the Final Detailed General Payment within the deadline referred to above, this Final Detailed General Payment shall be considered as having been accepted by him and thus become final

The signing of the Final Detailed General Payment by the enterprise/contractor without reservation definitively binds the two parties and puts an end to the contract except in the case of interests on overdue payments, if there are any

Article 27: Tax and customs Regime (CCAG Article 36)

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

- Taxes and dues relating to Industrial and commercial profits, including the Advance Income tax (AIT)/AIR which is a deduction on company taxes;
- 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 (CCAG Article 37)

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

Article 30: Obligations of the Project Owner (CCAG completed)

30.1 The Project owner is bound to furnish the contractor with information necessary for the execution of the assignment and to guarantee him at his own cost access to the site of the project

30.2 The Project owner shall ensure that the contractor is protected from threats, insults, violence, assaults, injuries or defamation that he can be victim to because of or during the carrying out of his assignment

Article 31: Deadline for execution of contract (CCAG Article 38)

31.1. The deadline for the execution of the works that make subject of this contract is One (1) month

31.2 The deadline to start works is from the date of notification of the service order to start works

Article 32: Role and responsibility of Enterprise ((CCAG Article40)

The detail planning and general progress of works shall be communicated to the Project Owner in five (5) copies at the beginning of each month

Article 33: Preparation of documents and site (CCAGArticle42)

Samples of the plans reproduced in the tender Document shall be delivered to the enterprise/contractor by the Contract Manager

The Project Owner shall put at the disposal of the Enterprise/Contractor, the work site and access roads when necessary and as the works are advancing

Article 34: Insurance of Structures and Civil Liabilities (CCAGArticle45)

The following insurance policies shall be obtained under the contract by the Enterprise/contractor or sub-contractors where need be and justified to the Project Owner upon request within a deadline of fifteen (15) days from the date of notification to start work:

Insurance for civil liability for the Contractor/Head of the Enterprise:

Comprehensive insurance of the site, guaranteeing against any loss or damage occurring on the structures and third parties upon expiry of the guarantee deadline

Insurance covering the guarantee period of one (1) year

These insurances must be subscribed in approved insurance companies operating in Cameroon

Article 35: Documents to be furnished by the Enterprise (CCAGArticle49 competed)

35.1 Execution programme, plans and quality assurance

Within a deadline of thirty (30) days maximum from the date of notification of the service order to start works, the Enterprise/contractor shall submit six (6) copies to the Project Owner for the approval of the 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 from the date of acceptance.

b. The approval given by the Project Owner shall not lessen anything from the responsibility of the Enterprise/Contractor in relating to damaging consequences which the putting in place of the programme of work, materials and methods can

cause to third parties or to the respect of the provisions of the contract

35.2 Project Execution

a. The File of the plan of execution (calculations notes and drawings) necessary for the realization of all parts of the structure has to be submitted to the **Project Owner** for approval upon the opinion of the **Contract Manager** and **Contract Engineer** within a maximum deadline of **one (1) month** before the date previewed to start the realization of the said part/section of the structure in question.

b. The **Project Owner** in collaboration with the **Contract Manager** and **Contract Engineer** has a deadline of **fifteen (15) days** to examine and make known his observations. The **Enterprise/contractor** has a deadline of **eight (8) days** to present a new file integrating the said observations

35.3 In case of non-observation of the deadlines for the approval of the above mentioned file by the administration these shall be considered approved

Article 36: Organization and Safety of work site (CCAGArticle50)

36.1 A Sign Post with the following information: Name of project, funding source, Project Owner, Contractors Name, Supervisor/Control Engineer, duration of the contract (Start & finish date) has to be put in place within a maximum deadline of **one (1) month** after the notification of the service order to start works.

36.2 The Services to be informed in case of interruption of circulation along the deviation itinerary shall include: NA

36.3 Particular measures required from the **Enterprise/contractor** apart from those previewed in the CCAG for the respect of hygiene and security for circulation around or within the site shall include those indicated in the **Special Technical Clauses** of the Tender document

Article 37: Implantation of StructuresCCAGArticle52)

The **Contract Manager** shall notify within a deadline of **Seven (7) days** following the date of notification of the service order for the start of works, the points and basic levels of the project

▪ Article 38: Sub-Contracting (CCAG Article 54): NA

▪ Article 39: Laboratory of the work site and testing (CCAG Article 55): NA

Article 40: Site Logbook (CCAG Article 56 completed)

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 (CCAG Article 60): NA

CHAPTER IV: RECEPTION

Article 42: Provisional Reception (CCAG Article 67) : 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

42.2 Folding 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

42.3 The Commission for the reception shall statutorily be composed of the following:

- 1 The **Project Owner** or his representative (Chairman)
- 2 A representative from the Regional delegation of MINEE NWR

3. A representative from the Regional delegation of MINMAP- NWR (As Observer)
4. The Contract Manager Member
5. The Project Engineer of MIDENO
6. The Stores Accountant - MIDENO
7. Rapporteur: **Project Engineer – MIDENO**
8. **The contractor/Representative**

The enterprise shall be convoked to the reception by mail at least ten (10) days before the date of the reception. He is expected to assist or be represented

He takes part in the reception as an observer. His absence is equivalent to acceptance without reservation of the conclusion of the Reception Commission.

The Commission, after visiting the work site shall examine the minutes of operations prior to the reception and shall proceed to the provisional reception of the works if need be.

The visit of the provisional reception shall be subject to minutes of the provisional reception signed on site by all the members of the commission.

The minutes of the provisional reception shall precise or fix the date of completion of the works

42.4: Partial Reception: NA

42.5. Guarantee Period:

The guarantee period for the installations/services shall be **six (6) months** from the date of provisional reception of the works.

Article 43: documents to be furnished after provisional reception (CCAGArticle68)

43.1. The following documents shall be furnished by the Contractor to the Project Owner within a deadline of **thirty (30) days** after the provisional reception and reporting of the works

- Reviews of the functioning and maintenance of the structures
- Drawings and other documents in conformity with the final execution of the structures in three (3) copies, one in soft copy

43.2. The non-submission of the documents required above after provisional reception of the works/services shall lead to the freezing of the last down payment and 10% retention fund.

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

CHAPTER V: MISCELLANEOUS PROVISIONS

Article 46: Termination of the contract (CCAGArticle74)

The contract may be terminated as provided for in Section II, Paragraphs I & II of Decree No 2018/388 of 20th June 2018 revising the Public Contracts Code and equally under the conditions laid down in Articles 74, 75 and 76 of the CCAG including but not exclusive:

- Delay of more than fifteen (15) calendar days in the execution of the Service Order or unjustified stop of works of more than seven (7) calendar days
- Delay in the works that can result to penalties more than 10% of the amount of the works
- Refusal to redo works badly executed
- Default of the Enterprise/contractor
- Persistent non-payment for works

Article 47: Case of force majeure (CCAGArticle75)

In the case where the Enterprise invokes a case of "force majeure » the ceiling which no reclamation shall be accepted includes:

- Rain: 200mm in 24 hours
- Wind: 40m/s
- crue la crue de fréquence décennale

Article 48: Disagreements and Litigations(CCAGArticle79)

Disagreements and litigations due to the execution of this contract are subject to amicable settlement

Where no amicable solution can be found for any disagreement, this disagreement shall be brought before the competent Cameroonian jurisdiction, subject to the following provisions of the Common law procedures

Article 49: Publication and dissemination of this contract

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

Article 50: Entry into force of the contract

This contract shall be final only upon its signature by the Project Owner. It shall enter into force as soon as it is notified to the Enterprise by the Project Owner

PART N° 05 SPECIAL TECHNICAL CONDITIONS (CCTP)

MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT

REPUBLIC OF CAMEROON

MINISTÈRE DE L'AGRICULTURE ET DU DÉVELOPPEMENT RURAL

Peace – Work – Fatherland

P.O. Box 442, Bamenda

Tel: 223 361 378

Fax: 223 361 661

Email: mideno1981@gmail.com

Web site: www.mideno.org



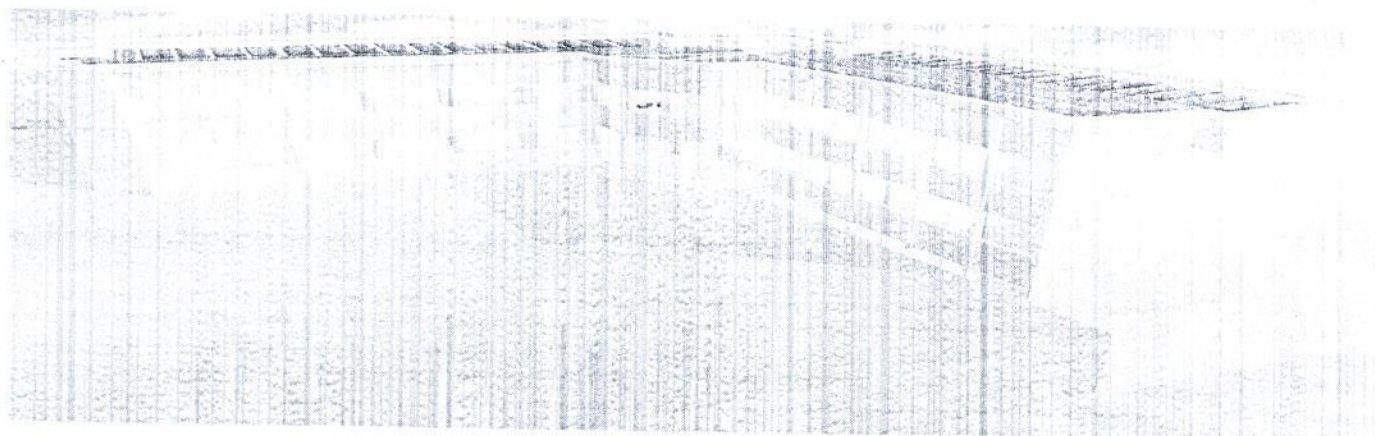
Bamenda, Le

No / MIDENO/B/

Terms Of Reference (TOR)

Project Title:

THE SUPPLY & INSTALLATION OF SOLAR HYBRID POWER SYSTEM AT
THE MIDENO HEAD OFFICE BAMDIA PHASE II



3D VIEW PLAN of MIDENO HEAD OFFICE PROJECT

1. Background

1.1 Context and Justification

The MIDENO Head Office Building Bamenda is supplied with electrical energy through a 3-Phase 1 NLO grid line and a solar hybrid power system installed in Phase 1 of this project.

This Phase 2 of the project is aimed to upgrade the solar system so it's capable of ensuring continuous power supply to all the essential electrical loads required for the proper functioning of the MIDENO Head Office as well as promote the use of clean free solar energy and energy efficiency in the building.

NB: The contractor is expected to integrate this solar system fully with the existing solar hybrid power system, so all become one single system working automatically with ENCO as backup.

(see Terms of Reference for Renovation of the MIDENO HEAD OFFICE Building Phase 1)

1.2 Presentation of MIDENO

The North West Development Authority (MIDENO) is an Administrative Public Establishment created in 1981 and placed under the Technical Tutelage of the Ministry in Charge of Agriculture and Rural Development (MINADER). The mandate of MIDENO as the secular arm of the Government in the Region to ensure the socioeconomic transformation of the Region through Supporting, Coordinating and Supervising Agropastoral and Rural interventions in the Region.

2. Objectives of the Terms of Reference

2.1 Main Objective

The main objective is to contract a service provider to upgrade the MIDENO Main Office solar hybrid power system.

2.2 Specific Objectives

- To supply the MIDENO main office with additional solar equipment
- Integrating these equipment with the existing solar hybrid power system
- Ensuring that the resulting system is capable of functioning automatically, ensuring the daily utilization of the free solar energy as well as continuous power supply to all the essential electrical loads of the MIDENO Head Office i.e. lights, computers, printers, photocopiers, security & safety, water supply pump and ICT systems.

3. Expected Deliverables

The major deliverables and tasks of the successful bidder shall be to upgrade the MIDENO Main Office solar hybrid power system by executing the following tasks described below in compliance with quality standard requirement:

- g) Electrical rewiring and integration of the new solar PV modules with the existing solar PV modules on the roof and the 3-phase solar hybrid inverters system in a technical room in the MIDENO building.
- h) Electrical rewiring and integration of the new lithium batteries to the existing lithium battery and the 3-phase solar hybrid inverters system in a technical room in the MIDENO building.

i) Interconnect, install the necessary electrical protection equipment and ground the entire system.

j) 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.

k) Provide an electrical plan of the installation and manuals of the system components.

Inform MIDEN Project Management Team on the routine monitoring and maintenance of the system.

4. Technical Specifications

4.1 Specification

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 16mm² 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 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 16mm² pure copper conductors.

The manufacturer warranty shouldn't be less than 5 years.

Note:

- 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 service provider 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. a neutral earth connection
- b. a ground connection

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

Grounding methods must meet local code in accordance with system specifications. Grounding of PV modules and mounting structures should be carried out using toothed washers, flat washers, bolts and nuts.

5 Bill of quantities (BOQ)

ESTIMATES

Upgrade of Solar Hybrid Power System at the MIDENO Head Office Bamenda, Cameroon
PHASE 2

SN	ITEM	UNIT	QTY	U. PRICE	AMOUNT / ECFA
100	Studies & Technical Plans to guide the project execution & future maintenance of the system				
101	Studies, production of electrical circuit plans & labelling of all the components of the final solar system installation	LS	1		
				Sub Total	
200	Supply & Installation of Solar System				
201	Solar PV Monocrystalline Modules of Total Generating Power of 8000W	LS	1		
201	Solar Lithium Batteries of total useable energy storage capacity 10KWH at 90% Depth Of Discharge (DOD), expandable, energy management incorporated	no.	3		
203	Solar Panel Roof Aluminium Mounts including all mounting accessories	LS	1		
204	Battery Steel Rack	LS	1		
205	Electrical Cables 2x10mm pure copper to bring 3 Phase solar power from roof to technical room	ml	180		
206	Solar Battery Cabling 1x25mm with 200A cable heads	ml	15		
207	Solar PV watertight junction Boxes + accessories	no.	3		
208	Power Protection DC side	no.	3		
209	Earthing of system & power supply lines, including lightning arrestors systems	LS	1		
210	Installation Accessories	LS	1		
				Sub Total	
300	Labour Cost for Installation and Programming of System				
301	Labour Cost for installation & integrating this System with existing solar system installed in Phase I	LS	1		
	Labour			Sub Total	
400	Training of User				
401	Training of the MIDENO project management team in the monitoring, emergency actions or reporting for proper troubleshooting & prompt maintenance of the system	days	1		
				Sub Total	
TOTAL COST PHASE II without TAX (HT)					
TVA 19.25%					
TOTAL COST PHASE II with TAX (TTC)					
ADVANCE TAX (.....%)					
NET PAYMENT in ECFA					

6. Delivery schedule and Location

Delivery of the above works under this ToR is expected to be executed through a period of three (03) Months at the MIDENO head office.

7. Bidding Procedures

Bidding will be conducted through National Shopping Procedures in accordance with the guidelines for procurement of goods, services and works provided by the Cameroon Public Contracts Code and other regulations in force.

8. Eligibility and Qualification Criteria

8.1 Eligibility Conditions

To be eligible under this bid, all bidders must submit the following Administrative documents, each of which must not be more than three months old of validity.

- ❖ Original tax Clearance Certificate
- ❖ Original Certificate of Non-Exclusion from Public Contracts by ARMP
- ❖ Certified copy of Tax payer's card
- ❖ Certified copy of Business Registration (Certificate of incorporation)
- ❖ Original Copy of attestation of non-bankruptcy/solvency obtained from the court
- ❖ Original attestation of Bank Account
- ❖ Original CNPS Clearance certificate
- ❖ Original copy of receipt for payment of bid document
- ❖ Valid location plan, signed, stamped and dated by the bidder
- ❖ Bid bond
- ❖ Declaration of intention to bid
- ❖ Complete bidding file documents.

The admissibility of bids is predicated upon the submission of the above documents in the required form.

Upon admissibility through the administrative phase, the potential bidder will be evaluated on its Technical and Financial proposals and must have scores more or equal to 70% for Technical evaluation and the best offer for Financial (lowest bidder)

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

8.2 . Qualification Criteria

Potential service provider meeting the following criteria will be qualified for award after due evaluation.

- 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.

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					
Content of the offer / Methodology of approach proposed / Equipment & services offered	55					
2. Staff Availability / Technical Support	20					
	100					

Evaluation criteria	Ceiling rating	Companies				
		A	B	C	D	E
1. Expertise / Reliability of the company	25					
1.1. Years of experience providing electrical wiring and renewable energy services 1 year: 0 points 1 to 2 years: 5 points 3 to 4 years: 7 points 5 years and over: 10 points	10					
1.2. Customer references (international organizations, embassies, etc.) Based on performance certificates received for similar services in recent years	5					
1.3. Experience in similar projects over the last five (5) years: Number of installed sites to be specified: 3 to 4 sites: 5 points 5 sites and more: 10 points	10					
2. Content of the offer / Approach methodology / Products and Services Offered	55					
2.1. Proposed methodology: Good understanding of the IDRs - does the offer meet the IDRs - Understanding of the mission: 5 pts - Relevance of the proposed technical sizing: Adequacy of the a priori design proposed for the installations: 10 pts - Technical suitability and quality of the supplies offered: 10 pts - Adequacy of the installation schedule: 5 pts - Adequacy of the proposed training program: 5 pts	35					
2.2. Warranty on service and equipment	5					
2.3. Suitability of the proposed methodology for monitoring and maintenance during the life of the solar system	15					
3. Staff/Availability/Technical Support	20					
3.1. Number of employees assigned to the project during installation more than 5 people: 2 points 3 people or more: 5 points	5					
3.2. Qualifications: Skills of Engineers, Technicians assigned to the study and implementation of the project and technical support * Chief engineer: BAC +5 and at least 2 years of experience: 10 pts, BAC +3 at least and at least 3 years of experience: 5 pts * Technicians (2) - Bac + 2 / Technical Baccalaureate and at least 2 years of experience:	15					

9. Evaluation and Award

Bids determined to be substantially responsive to the technical specifications (experience and quality of service) will be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in the ToR, and it will not be considered further. The Contracting Authority will evaluate and compare only the bids/quotations determined to be substantially responsive. In evaluating the quotations, the Contracting Authority will adjust for any arithmetical errors as follows:

- Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
 - If a Supplier refuses to accept the correction, his quotation will be rejected.
- d) In addition to the quoted price, the evaluated price shall include Value Added Tax (VAT) in Cameroon

The award will be made to the bidder offering the lowest evaluated price that meets the required standards of technical and financial capabilities and within the budget. The successful bidder will sign a Contract specifying the terms and conditions of supply. All bids and quotations should be valid for a period of ninety (90) days from the deadline for receipt of bids.

10. Anti-Corruption Policy

Under the public contract Anti-corruption Policy, bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. Proposal for award will be rejected and sanctions will be imposed on parties involved, if it is determined that the bidder recommended for award or any other party, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing the Contract under this Terms of Reference.

11. Role and Responsibilities

MIDENO shall be responsible for providing type, varieties, quantities, quality indicators and required documentation to the bidder. The delivery of the tractors shall be as planned by MIDENO in consultation with the successful bidder. The bidder is responsible for overall delivery and distribution of the tractors and compliance with the required documentation, quality and quantity indicators.

12. Budget Requirement

The contract shall be procured on a price competitive basis considering the time of delivery, experience, quality of tractors and documentation requirement. Bidders have to ensure that the unit cost for each item is clearly stated in their quotations.

13. Mode of Payment

The payment to the contractor shall be made at least days after reception of works executed and duly certifying that the solar system is in conformity to the quality and quantity specifications under the deliverables and bill of quantities. The price quoted in the bid should be valid for at least one year from the date of the bid.

14. Submission of Bids

Potential suppliers willing to make a bid can send the complete set of sealed documents by hand mail to the following address latestth..... 2025.

The Director General, North West Development Authority,
P.O. Box 442, Bamenda
Email: midenqbda@yahoo.com

PART 6: UNIT PRICE SCHEDULE

Price N°	Description or designation	Unit	Unit in Letter in CFA Francs exclusive of VAT	Unit prices in figures exclusive of VAT
1				
2				
3				
Etc.				

PART 7: DETAIL BILL OF QUANTITIES AND ESTIMATES

SN	ITEM	UNIT	QTY	U. PRICE	AMOUNT / FCFA
100	Studies & Technical Plans to guide the project execution & future maintenance of the system				
101	Studies, production of electrical circuit plans & labelling of all the components of the final solar system installation	LS	1		
				Sub Total	
200	Supply & Installation of Solar System				
201	Solar PV Mono-crystalline Modules of Total Generating Power of 8000W	LS	1		
202	Solar Lithium Batteries of total useable energy storage capacity 10kWh at 90% Depth Of Discharge (DOD), expandable, energy management incorporated	no.	3		
203	Solar Panel Roof Aluminium Mounts including all mounting accessories	LS	1		
204	Battery Steel Rack	LS	1		
205	Electrical Cables 2x10mm pure copper to bring 3 Phase solar power from roof to technical room	ml	180		
206	Solar Battery Cabling 1x25mm with 200A cable heads	ml	15		
207	Solar PV watertight junction Boxes + accessories	no.	3		
208	Power Protection DC side	no.	3		
209	Earthing of system & power supply lines, including lightning arrestors systems	LS	1		
210	Installation Accessories	LS	1		
				Sub Total	
300	Labour Cost for Installation and Programming of System				
301	Labour Cost for installation & integrating this System with existing solar system installed in Phase I	LS	1		
	Labour			Sub Total	
400	Training of User				
401	Training of the MEDINO project management team in the monitoring, emergency actions or reporting for proper troubleshooting & prompt maintenance of the system	days	1		
				Sub Total	
TOTAL COST PHASE II without TAX (HT)					
TVA 19.25%					
TOTAL COST PHASE II with TAX (TTC)					
ADVANCE TAX (.....%)					
NET PAYMENT in FCFA					

PART 8: SUB DETAIL PRICE SCHEDULE

SN	Designation	Quantity	UP	Total Price
A	PRELIMINARY WORKS/STUDIES			
Etc.				
B	MATERIAL			
2.1				
Etc.				
C	EQUIPMENT			
Etc.				
D	LABOUR			
4.1				
E				
F				
Etc.				
TOTAL (A +B+C+D+E+F+ etc)				

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/13/84/2025 OF..... following the launching of Request for quotations No...../RQ/MITB/13/84/2025 OF..... FOR THE SUPPLY AND INSTALLATION OF A SOLAR HYBRID POWER SYSTEM AT THE MIDENO HEAD OFFICE BAMENDA (PHASE II) THROUGH EMERGENCY PROCEDURE

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

P.O. Boxat.....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:

REGISTERED ON:

Between:

The Republic of Cameroon, represented by *[indicate Project Owner]* Hereinafter referred to as "the Project Owner".

On the one hand,

And

The _____ (Company)

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

Business Registry No. _____

Taxpayer's No. _____

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

On the other hand,

It has been agreed and settled as follows

SUMMARY

Part I : Special Administrative Conditions (SAC)

Part II : Special Technical Conditions (STC)

Part III : Schedule of Unit Prices (SUP)

Part IV : Details of Estimates

Page _____ and last of Contract No. _____ C or JO/CA/TB/0000

[recall the method of award of contract]

HOLDER:

PRICE: *[recall in CFA francs inclusive of all taxes in figures and words]*

TIME-LIMIT:

Read and accepted by the Contractor

Place of signature _____ (date)

Signature of Project Owner

Place of signature _____ (date)

Registration

PART Nº 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

ANNEX1: MODEL BID LETTER

I, the undersigned.....[*indicate the name and capacity of signatory*] representing the.....enterprise or group of enterprises with head office at.....registered in the trade register of under the number No.....

- Having taken cognisance of all the documents featured or mentioned in the Tender File including the addenda of No.....[*recall the subject of the invitation to tender*]
- After having personally visited the site of the works and personally appreciated the situation, nature and difficulties in the realization of the works
- Submit with my signature the Unit price schedule and bill of estimates and quantities in conformity with the provisions of the Tender Document

Submit and engage myself to carry out the works in conformity with the tender File, in return for the prices which I myself establish on the basis of the each structure for which the bid price is:

- Francs CFA (In words & figure) without VAT and at
- Francs CFA (In words & figure) all taxes inclusive
- Engage to execute the works within a deadline of.....months

In addition I pledge to maintain my bid valid for ninety (90) days from the deadline of submission of bids.

The rebates and modalities of application of the said rebates are as follows.....

The Project Owner shall pay the sums due for this contract by crediting Account No.....opened inBank..Branch

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

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

Signature of.....

In the capacity as.....

Duly authorized to sign bids for and on behalf of.....

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 3: MODEL FINAL BOND

Bank[name and address of bank]

Reference of the bond, No.[number of the bond]

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

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

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

Whereas we have agreed to give the Enterprise this guarantee,

We,[name and address of bank]

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

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

This final bond shall enter into force as soon as it is signed and as soon as the Project Owner notifies the Supplier of the approval of the contract. It shall be released within a deadline of [indicate the Deadline] from the date of the provisional acceptance of the works

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

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

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

Signed and authenticated by the bank at on

[Signature of the bank]

ANNEX 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 inBank 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 caution shall be 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 5: MODEL FOR RETENTION FUND GUARANTEE

Bank.....

Reference of the guarantee: No.....

To:.....(Address of Project Owner)

Hereinafter referred to as "the Project Owner"

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

Whereas it is stipulated in the contract that the retention fund fixed at [10 % max] of the
amount of the contract all taxes inclusive may be replaced by a joint guarantee.

Whereas we have agreed to provide the Enterprise 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 Enterprise, we guarantee and are responsible to the
Project Owner for a maximum amount of..... [in figures and words] corresponding to
[percentage below 10 % to be specified] of the contract price.

And we pledge to pay to the Project Owner within a maximum deadline of eight (8) weeks upon his
simple written request declaring that the Enterprise has not fulfilled his contractual obligations or
indebted to the Project Owner within the framework 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 work featuring in the final detailed account, without the Project Owner
having to prove or give the reasons nor the reason 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 guarantee and we hereby incline to any amendment,
addendum or change.

This guarantee 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 by the Project Owner.

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

This guarantee 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.....

[Signature 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 7: MODEL FOR PRESENTATION OF REFERENCES OF BIDDERS

SN	Name of Contract	Reference of contract	Contracting/ Delegated Project Owner (Name & Address	Subject of Contract	Location of Contract	Contract Amount	Execution Deadline	Observations

Annex copies of Contract and Minutes of Reception

ANNEX 8: MODEL FOR PRESENTATION OF EQUIPMENT OF BIDDER

Nº	Name of Equipment	Type/Mark	Capacity	State of Equipment	Ownership	Localisation
1						
2						
3						
4						
5						
Etc.						

Annex photocopies of Immatriculation

**ANNEX 9: MODEL FOR PRESENTATION OF QUALIFICATIONS AND EXPERIENCE OF
THE KEY PERSONNEL RESPONSIBLE FOR EXECUTION OF THE CONTRACT**

Post	Name	Qualification	Date Of Recruitment	Experience in The construction works	Observations
Works					
Director					
Site foreman					
Etc					

Annex CVs of personnel according the format provided below

Model Curriculum Vitae (CV) of the proposed personnel

Position.....

Name of bidder.....

Name of employee.....

Profession.....

Diplomas.....

Date of birth.....

Number of years of employment by bidder.....

Nationality.....

Membership of professional associations/groups.....

Specific duties.....

Main qualifications:*(In about half a page, give a summary of aspects of the employee's training and experience most useful to the tasks within the scope of the assignment, indicate the level of responsibility exercised by the employee during previous missions by specifying the date and place).*

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
representative

Name & signature of Employer/

ANNEX 10: MODEL OF ATTESTATION OF SITE VISIT

Mr./Mrs./Miss.....

Engineer of the Company.....

Declare on honor having visited.....

Purpose for the invitation to tender No.....

At the end of this visit the following observations were noted:

Technical Comment:

Demographic inventory

DATE:.....

Signature and Name of the

Signature and name of

Works Director

Manager of company/Representative

of Project Owner

DOCUMENT NO. 10: LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES
AUTHORISED TO ISSUE BANK CAUTION IN PUBLIC CONTRACTS

I LIST OF BANKS

1. Societe Generale 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)
8. Citibank N.A. Cameroon
9. Commercial Bank of Cameroon (CBC)
10. Union Bank of Cameroon (UBC)
11. National Financial Credit Bank (NFC Bank)
12. 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 (AEC)

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

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 rating	Companies				
		A	B	C	D	E
1. Expertise / Reliability of the company	25					
1.2 Years of experience providing electrical wiring and renewable energy services						
< 1 year: 0 points	10					
1 to 2 years: 5 points						
3 to 4 years: 7 points						
5 years and over: 10 points						
1.2. Customer references (international organizations, embassies, etc.). Based on performance certificates received for similar services in recent years	5					
1.3. Experience in similar projects over the last five (5) years: Number of installed sites to be specified.	10					
3 to 4 sites: 5 points						
5 sites and more: 10 points						
2. Content of the offer / Approach methodology / Products and Services Offered	55					
2.1 Proposed methodology: Good understanding of the TDRs / does the offer meet the TDRs	35					
- Understanding of the mission: 5 pts						
- Relevance of the proposed technical sizing: Adequacy of the a priori design proposed for the installations: 10 pts						
- Technical suitability and quality of the supplies offered: 10 pts						

Adequacy of the installation schedule: 5 pts						
Adequacy of the proposed training program: 5 pts						
2.2 Warranty on service and equipment	5					
2.3. Suitability of the proposed methodology for monitoring and maintenance during the life of the solar system	15					
4. Staff/Availability/Technical Support	20					
4.1. Number of employees assigned to the project during installation	5					
Less than 3 people: 2 points						
3 people or more: 5 points						
4.2. Qualifications/Skills of Engineers/Technicians assigned to the study and implementation of the project and technical support	15					
<ul style="list-style-type: none"> 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 Technicians (2) - Bac + 2 / Technical Baccalaureate and at least 2 years of experience: 2.5 pts / technician 						
TOTAL	100					