

REPUBLIQUE DU CAMEROUN

*Paix – Travail – Patrie*

MINISTERE DE LA DECENTRALISATION ET DU  
DEVELOPEMENT LOCALE

REGION DU NORD OUEST  
DEPARTEMENT DE LA MENCHUM

COMMUNE DE BENAKUMA

SERVICE DE PASSATION DES  
MARCHES PUBLIQUES



REPUBLIC OF CAMEROON

*Peace – Work – Fatherland*

MINISTRY OF DECENTRALIZATION AND LOCAL  
DEVELOPMENT

NORTH WEST REGION  
MENCHUM DIVISION

BENAKUMA COUNCIL

SERVICE FOR THE AWARD OF  
CONTRACTS

## BENAKUMA COUNCIL INTERNAL TENDERS BOARD

### OPEN NATIONAL INVITATION TO TENDER

N<sup>o</sup> 02 /ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2026 OF  
21 JAN 2026 FOR THE REINFORCEMENT OF  
REINFORCEMENT OF PALLIATIVE SOLAR  
ELECTRIFICATION OF BENAKUMA IN MENCHUM  
VALLEY SUB DIVISION, MENCHUM DIVISION OF THE  
NORTH WEST REGION

CONTRACTING AUTHORITY: THE MAYOR OF BENAKUMA COUNCIL

PROJECT OWNER

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THE MAYOR OF BENAKUMA COUNCIL

FINANCING: PIB 2026/MINEE, 2026 FINANCIAL YEAR

EXPENDITURE AUTHORIZATION N<sup>o</sup>

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VOTE OF CHARGE N<sup>o</sup>

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XXXXXXXXXXXXXXXXXXXXX

TENDER FILE

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# **Document No. 1**

## **Tender Notice**

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MINISTRE DE LA DECENTRALISATION ET DU  
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REGION DU NORD OUEST  
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REPUBLIC OF CAMEROON

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MENCHUM DIVISION

BENAKUMA COUNCIL  
SERVICE FOR THE AWARD OF  
CONTRACTS

## **TENDER NOTICE**

OPEN NATIONAL INVITATION TO TENDER

NO 02/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2026 OF 21 JAN 2026  
FOR REINFORCEMENT OF PALLIATIVE SOLAR ELECTRIFICATION OF  
BENAKUMA IN MENCHUM VALLEY SUB DIVISION, MENCHUM  
DIVISION OF THE NORTH WEST REGION

### **1. Subject of the Invitation to Tender:**

Within the frame-work of the 2026 Public Investment Budget, the Contracting Authority (LORD MAYOR OF BENAKUMA COUNCIL), hereby representing the State of Cameroon, launches an Open National Invitation to tender under **NORMAL CONDITIONS** for the Reinforcement of PALLIATIVE SOLAR ELECTRIFICATION of Benakuma in the Benakuma Council of Menchum Division, North West Region.

### **2. Nature of work:**

**Work to be done consists of:**

#### **II.1 Mini-solar power station**

The mini-solar power station will consist of the following

- ✓ A 12kWp solar array
- ✓ A 86.4kWh battery storage
- ✓ A 15kVA three phase inverter
- ✓ A 240A charge controller system
- ✓ 15kVA/30MA surge protector and earthing system
- ✓ Installation of management team

#### **II.1.2 LOW VOLTAGE LINES**

The low voltage line will be rehabilitated as follows:

- ✓ Studies and pegging on a distance of 500m
- ✓ Supply and implantation of eight (8) single 9m wooden poles and one (2) twin 9m wooden poles of class C
- ✓ Supply and stringing of 520m of 3x50mm<sup>2</sup>NP + N
- ✓ Supply and installation of all other electrical accessories for the low voltage line

**Execution deadline**



The maximum deadline provided by the Delegated Contracting Authority for the execution of the works forming the subject of this Invitation to tender is NINE DAYS

**1. Estimated cost**

The estimated cost after preliminary studies is **50,000.000 FCFA** (Fifty million francs CFA)

**2. Participation and origin**

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

**3. Financing**

Works which form the subject of this Invitation to tender shall be financed by the 2026 Public Investment Budget (PIB)

**4. Bid bond**

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of Finance and whose list is found in document No. 12 of the Tender File, of an amount of **1,000.000 F CFA (one million francs CFA)** and valid for thirty (30) days beyond the date of validity of bids

**9. Consultation of Tender File:**

The file may be consulted during working hours at the Benakuma Council Service of Award of contracts, as soon as this notice is published.

**10. Acquisition of tender file:**

The file may be obtained from the Benakuma Council, service of the award of contracts as soon as this notice is published against payment of the sum of **65.000FCFA** francs (sixty five thousand Francs CFA), payable at the Benakuma Council Treasury, representing the cost of purchasing the Tender File.

**11. Submission of bids:**

Each offer drafted in English or French in 07 (seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Benakuma Council office, Service of Award of Contracts not later than the **18 FEB 2026** at 10:00 am local time and should carry the inscription:

<< OPEN NATIONAL INVITATION TO TENDER  
NO **02/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2026** OF **21 JAN 2026**  
**FOR THE REINFORCEMENT OF PALLIATIVE SOLAR  
ELECTRIFICATION OF BENAKUMA, IN MENCHUM VALLEY SUB  
DIVISION, MENCHUM DIVISION OF THE NORTH WEST REGION >>**  
*"To be opened only during the bid-opening session"*

**12. Admissibility of bids**

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

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



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

### 13. Opening of bids:

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the **18 FEB 2026** at **11:00 AM** local time, in the conference hall of the Benakuma Council Internal Tenders' Board, by its competent Members. Only bidders may attend or be represented by duly mandated persons of their choice.

### 14. Evaluation criteria

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

#### A. Eliminatory criteria

Tender conformity shall be evaluated as per the following:

- Offers (bids) submitted after the deadline or time limit shall be rejected;
- Bids submitted in unsealed external envelopes shall be rejected.
- External envelopes with identification marks or inscriptions which may lead to the identification of the said company shall be rejected.
- Absence of original or properly certified administrative document or documents certified more than one time shall be given 48 hours to replace it.
- False declaration or forged documents shall be given 48 hours to replace them;
- Absence of bid bond, issued by CDEC the bidder shall simply be rejected.

***NB: Bid bond or any bid security for a group of enterprises must bear the name of mandated enterprise with the names of the other enterprises mentioned as well.***

- B. **Essential Criteria** They are primordial or key modalities in the judgment of the technical and financial capacity of candidates to execute the tasks forming the subject of the invitation to tender. They were determined in relation to the nature and content of the tasks to be executed. Hence in the evaluation of:-

(i) Technical documents, it shall be the binary method (**YES or NO**) based on the following distribution of points:

CRITERIA	POINTS
GENERAL PRESENTATION OF THE BIDS	04
LIST OF REFERENCES OF THE COMPANY IN SMILIAR JOBS	02
QUAILIFICATION AND EXPERIENCE OF SUPERSORY STAFF	09
TECHNICAL PROPOSALS	09
LOGISTICS(EQUIPMENT PUT ASIDE FOR THIS PROJECT	03
FINANCIAL CAPACITY	05
TOTAL	32

NB:

- Any Bid that shall not obtain **75%** evaluation in the technical documents shall simply be rejected.
- Details of these main qualification criteria are specified in the evaluation grid found in the Special Tender Regulations (RPAO).

### 15. Award

The contract will be awarded to the bidder who would have proposed the offer with the lower or lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least 75% of the essential criteria.

### 16. Validity of bids




Bidders will remain committed to their offers for sixty (60) days from the deadline set for the submission of tenders.

## 17. Complementary information

Complementary technical information may be obtained during working hours from the Furu-awa Council, Service of Award of contracts.

Done at Benakuma on the 21 JAN 2026

<p><u>Copies :</u></p> <ul style="list-style-type: none"><li>- CHAIRMAN, BCITB</li><li>- ARMP Bamenda (for publication and filing)</li><li>- Divisional Service for the award of Contracts (for filing)</li><li>- Local Radio House(s), to facilitate publicity</li><li>- BILL BOARDS</li><li>- CHRONO</li></ul>	<p>THE MAYOR BENAKUMA COUNCIL (Contracting Authority)</p>  <p><i>[Signature]</i> Shimbru Solomon Kudi</p>
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REPUBLIQUE DU CAMEROUN

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ARRONDISSEMENT DE BENAKUMA  
COMMUNE DE BENAKUMA

SERVICE DE PASSATION DES  
MARCHES PUBLIQUE

REF. N° \_\_\_\_\_



REPUBLIC OF CAMEROON

*Peace – Work – Fatherland*

MINISTRY OF DECENTRALIZATION AND LOCAL  
DEVELOPMENT

NORTH WEST REGION  
MENCHUM DIVISION

BENAKUMA SUB-DIVISION  
BENAKUMA COUNCIL

SERVICE FOR THE AWARD OF  
CONTRACTS

Benakuma, the 21 JAN 2026

## TENDER NOTICE

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° /  
ONIT 02 /MINDDEVEL/NWR/MCH/BC/BCITB/2026 DU 21 JAN 2026 POUR LA  
REINFORCEMENT DE PALLIATIVE ELECTRIFICATION EN SOLAR A  
BENAKUMA DANS LA SOUS DIVISION DE LA MENCHUM VALLEY,  
DEPARTEMENT DE LA MENCHUM, REGION DU NORD-OUEST.

**Financement : Budget BIP Exercice 2026**

### 1. **Objetdel'Appeld'Offre**

Dans le cadre du Budget d'Investissement Public (BIP) 2026, le Maire de la Commune de Benakuma, (Autorité Contractante) représentant l'état du Cameroun lance un Appel d'Offres National Ouvert **SOUS LES CONDITIONS NORMALE** pour de **REINFORCEMENT DE PALLIATIVE ELECTRIFICATION EN SOLAR A BENAKUMA DANS LA SOUS DIVISION DE LA MENCHUM VALLEY, Departement De La Menchum, Region Du Nord-Ouest.**

### 2. **Consistance des travaux**

Les travaux comprennent notamment :

1. -L' installation au site (installation du panneau du projet, acquisition du bureau de chantier, d'un magasin et logement du personnel, nettoyage generale du site et l'implantation)
2. -Fourniture des tuyaux PVC Diametre 63 NP10
  3. - Fourniture des tuyaux PVC Diametre 50 NP10
  4. -Fourniture des tuyaux PVC Diametre 32NP6 (Connection des bornes fontaines)
5. - Accessoires de la plomberie
6. - Production et installation des indicateurs de tuyauteries en plaque métallique chaque 50m
  7. - Pose des tuyauteries
  8. - Nettoyage et désinfection de la tuyauterie
  9. - Étude d'impact Environnementale
  10. - Construction des six (06) bornes fountains



11. - Formation et mise sur pied du Comité de Gestion de l'Eau (CGE) et la formation des deux agents d'entretien

12. -Fourniture d'une (01) boîte d'outil complète et des pièces de rechange s avec des machines à clés inclus et les clés nécessaires de 1" à 2"

3. **Délais d'exécution**

Le délai maximum prévu par le MAIRE de la mairie de Furu-awa, Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de **90 jours (03) moi.**

4. **Allotissement**

Le travail est ci-après défini : Pour **LA REINFORCEMENT DE PALLIATIVE ELECTRIFICATION EN SOLAR A BENAKUMA Dans La Arrondissement de Menchum Valley**, Département De La Menchum, Région Du Nord-Ouest.

5. **Coût prévisionnel**

Le coût prévisionnel de l'opération à l'issue des études préalables est de **50,000,000 FCFA**

6. **Participation et origine**

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

7. **Financement**

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Publics (BIP) du Cameroun de l'exercice 2026

8. **Cautionnement provisoire**

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque ou une compagnie d'assurance de CDEC et dont la liste figure dans la pièce 12 du DAO, d'un montant de **1,000,000 FCFA** et valable pendant trente(30)jours au-delà date originale de validité des offres.

9. **Consultation du Dossier d'Appel d'Offres**

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables à la Mairie de Benakuma, Service de Passation des Marchés Publics, dès publication du présent avis.

10. **Acquisition du Dossier d'Appel d'Offres**

Le dossier peut être obtenu aux heures ouvrables à la Mairie de Benakuma, Service de Passation des Marchés Publics, dès publication du présent avis, contre présentation d'une quittance de versement au Trésor Municipale de la commune de la somme non remboursable de **F CFA 65 000** (Soixante cinq mille Francs CFA).

11. **Remise des offres**

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, devra parvenir contre récépissé à la Mairie de Benakuma, Service de Passation des Marchés Publics au plus tard le **18.FEV.2026** à **10 h 00**, heure locale et devra porter la mention suivante :

«AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° **02**/  
ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2026 DU **21 JAN 2026** POUR LA  
**REINFORCEMENT DE PALLIATIVE ELECTRIFICATION EN SOLAR A  
BENAKUMA DANS LA ARRONDISSEMENT DE MENCHUM VALLEY,  
DEPARTEMENT DE LA MENCHUM, REGION DU NORD-OUEST**

«A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT»



## 12. Recevabilité des offres

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées et conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet,...), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres.

Elles doivent être datées de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres.

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

## 13. Ouverture des plis

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu **1.8.FEV.2026 à 11h00**, heure locale, dans la salle de conférence de la Mairie de Benakuma, par la Commission de Passation de Marchés de Benakuma siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

## 14. Critères d'évaluation

*Les offres seront évaluées selon les principaux critères suivants :*

### **A - Critères éliminatoires**

*Il s'agit notamment :*

- 1- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- 2- Fausses déclarations ou pièces falsifiées ;
- 3- Absence ou insuffisance de la caution provisoire de soumission ;
- 4- Offre financière incomplète ;
- 5- Le changement d'une unité ou d'une quantité dans l'offre financière ;
- 6- Le non-respect de **75%** des critères essentiels ;

### **B - Critères essentiels**

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

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

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



15. **Attribution**

Cette évaluation se fera en utilisant le système binar avec un minimum acceptable d'au moins **75%** de l'ensemble des critères essentiels pris en compte.

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

16. **Durée de validité des offres**

Les soumissionnaires restent engagés par leur offre pendant **90 jours** à partir de la date limite fixée pour la remise des offres.

17. **Renseignements complémentaires**

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la Mairie de Benakuma, Services des Marchés Publics.

Fait à Benakuma, le 21 JAN 2026

**Ampliations:**

- Président, CIPDM de la Commune.
- ARMP Bamenda (pour publication et archivage)
- Service de passation des marchés (pour archivage)
- Radios locales pour faciliter la publicité
- Tableau d'affichage



LORD MAYOR  
BENAKUMA COUNCIL  
(Autorité Contractante)

*Thimbru Solomon Kudi*

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



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# GENERAL RULES OF THE INVITATION TO TENDER

## A. General

### Article 1: Scope of the tender

1.1 The Contracting Authority as defined in the Special Regulations of the invitation to tender hereinafter referred to as "Contracting Authority" hereby launches an invitation to tender for the construction and/or completion of the works described in the Tender File and briefly described in the Special Regulations.

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

Hereafter reference is made to it under the term "works".

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

1.2 In this Tender File, the terms "Contracting Authority" and Delegated Contracting Authority" are interchangeable and the term "day" means a calendar day.

### Article 2: Financing

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

### Article 3: Fraud and corruption

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

- a) defines, within the context of this clause, the following expressions in the following manner:
  - i) Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
  - ii) is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;
  - iii) "collusive practices" mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition;
  - iv) And "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.

### Article 4: Candidates allowed competing



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

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 shall be judged to be in a situation of conflict of interest if he:

- i) is associated or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
  - ii) Presents more than one offer within the context of invitation to tender, except authorised variants according to article 18, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one offer.
- (c) The bidder must not have been excluded from bidding for public contracts.

A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is

- (i) Legally and financially autonomous,
- (ii) Managed according to commercial laws and
- (iii) Not under the direct supervisory authority of the Contracting Authority.

#### **Article 5: Building materials, supplies equipment and authorised services**

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

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

#### **Article 6: Qualification of bidder**

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

- (a) submit a power of attorney making the signatory of the offer bound by the offer; and
- (b) Update the information included in their request for pre-qualification which may have changed (or provide this information, in case of open invitation to tender).

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

- (i) Access to a credit line or availability of other sources of funding; considering the scope of the services, the production of recent balance sheets and turnovers may be required;
- (ii) Orders acquired and contracts awarded;
- (iii) Pending litigations; and
- (iv) Availability of indispensable equipment.



- 6.2 Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:
- (a) The offer must include all the information listed in article 6(1) above;
  - (b) The offer and the contract must be signed in a way that is binding on all members of the group;
  - (c) The nature of the group (joint or several) must be specified 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 Contracting Authority with regard to the execution of the Contract.
  - (e) In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Contracting Authority into a single account; on the other hand, each undertaking is paid in its own account by the Contracting Authority where it is several co-contracting.

6.3 Bidders must 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.

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

#### **Article 7: Visit of works site**

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

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

7.3 The Contracting Authority may organise a visit of the site of the works during the preparatory meeting to establishing the offers mentioned in article 19 of the General Regulations of the invitation to tender.

### **B. Tender File**

#### **Article 8: Content of Tender File**

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

Document No. 1: Invitation to tender

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

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



Document No. 4: Special Administrative Conditions  
Document No. 5: Special Technical Conditions  
Document No. 6: Schedule of prices  
Document No. 7: Bill of quantities and estimates  
Document No. 8: The sub-detail of prices  
Document No. 9: Model documents of the contract

- a. The execution schedule;
- b. Model forms presenting the equipment, personnel and references;
- c. Model bidding letter;
- d. Model bid bond;
- e. Model final bond;
- f. Model of bond of start-off advance;
- g. Model of guarantee in replacement of the retention fund;
- h. Model contract,

Document No. 10: Model documents to be used by bidders

- a. Model contract;

Document No. 11: Justification of preliminary studies; to be filled by the Project Owner or Delegated Project Owner.

Document No. 12: List of first grade banking establishments or financial bodies approved by the Minister in charge of Finance authorized to issue bonds for public contracts to be inserted by the contracting authority.

8.2 The bidder must examine all the rules, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare an offer in conformity with all aspects of the said file. Any inadequacy may lead to a rejection of his offer.

#### **Article 9: Clarifications on the Tender File**

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

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

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

9.3 The complaint must be addressed to the Contracting Authority or Delegated Contracting Authority with copies to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

It must reach the Contracting Authority or Delegated Contracting Authority not later than fourteen (14) days before the opening of bids.

9.4 The Contracting Authority or Delegated Contracting Authority 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 10: Amendment of the Tender File**



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

10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known to all bidders who bought the Tender File. The latter must acknowledge receipt of the addenda in writing to the Contracting Authority.

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

## **C Preparation of offers**

### **Article 11: Tender costs**

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

### **Article 12: Language of offer**

The offer as well as any correspondence and all documents concerning the offer exchanged between the bidder and the Contracting Authority shall be written in English or French. Complementary documents and the forms provided by the bidder may be written in another language on condition that a precise translation into either English or French of the passages concerning the offer is included; in which case for reasons of interpretation, the translation shall be considered to be authentic.

### **Article 13: Constituent documents of the offer**

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

#### **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;
  - paid all taxes, duties, contributions, fees or deductions of whatever nature;
  - is not winding up or bankrupt;
  - is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;
- iii) the written confirmation empowering the signatory of the offer to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.

#### **b. Volume 2: Technical offer**

##### *b.1 Information on qualifications*

The Special Conditions lists the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Conditions of the invitation to tender.

##### *b.2 Methodology*



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

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

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

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

#### *B.4 Commentaries (optional)*

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

### **c. VOLUME 3: FINANCIAL OFFER**

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

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

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(1) of the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

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

### **Article 14: Offer price**

- 14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder.
- 14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- 14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the offers, shall be included in the prices and in the total amount of the offer presented by the bidder.
- 14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to a price revision.
- 14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in & Document No. 8.



## **Article 15: Currency of offer and payment**

15.1 In case of international invitations to tender, the currencies of the offer shall follow the provisions of either Option A or Option B below, the applicable option being that retained in the Special Regulations of the invitation to tender.

15.2 Option A: The amount of the offer shall be entirely made in the national currency (CFA franc).

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

- a) Prices shall be entirely drawn in CFA francs. The bidder who intends to commit expenditures in other currencies for the realisation of the works shall indicate in the annex to the tender the percentage(s) of the amount of the necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the contract.
- b) The exchange rates of the foreign currency in CFA francs used by the bidder to convert his offer into national currency shall be specified by him in an annex to the offer. This rate shall be applied to any payment within the framework of the contract so that the retained bidder does not bear any change in the exchange rate.

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

The bidder shall draw the unit prices of the price schedule and the prices of the bill of quantities and estimates in the following manner:

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

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

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

15.6 For national invitations to tender, the currency shall be the CFA franc.

## **Article 16: Validity of offers**

16.1 Offers must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. An offer valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in conformity.

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



16.3 Where the contract does not include a price revision clause and that the period of validity of offers is extended for more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the formula featuring in the request for extension that the Contracting Authority addressed to bidders. The updating period shall run from the date of notification of the contract or the Administrative Order for start of execution of works by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation of bids.

#### **Article 17: Bid bond**

17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his offer.

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of offers or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.

17.3 Any offer without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the offer and mention each member of the associated grouping.

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

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

17.6 The bid bond may be seized:

- a) If the bidder withdraws his offer during the period of validity;
- b) If the retained bidder:
  - i) fails in his obligation to register the contract in application of article 37 of the General Regulations;
  - ii) Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations.
- ii) Refuses to receive notification of the Administrative Order to commence execution.

#### **Article 18: Varying proposals of bidders**

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

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



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

#### **Article 19: Preparatory meeting to the establishment of offers**

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

#### **Article 20: Form and signature of offer**

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

### **D. SUBMISSION OF OFFERS**

#### **Article 21: Sealing and marking of offers**

- 21.1 The bidder shall seal the original and each copy of the offer in separate envelopes (internal envelopes) by marking on these envelopes "ORIGINAL" and "COPY", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.
- 21.2 The external and internal envelopes:



a) Should be addressed to the Contracting Authority at the address indicated in the Special Regulations;

b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "TO BE OPENED ONLY ON THE DAY AND AT THE TIME FIXED FOR THE OPENING OF BIDS" as specified in the Special Regulations.

21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed offer if it is late in accordance with article 23 of the General Regulations and to meet the provisions of article 24 of the General Regulations.

21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the offer is misplaced or opened prematurely.

#### **Article 22: Date and time-limit for submission of offers**

22.1 The offers must be received by the Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations.

22.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the offers by publishing an addendum in accordance with the provisions of article 10 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

#### **Article 23: Late offers**

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

#### **Article 24: Modification, substitution and withdrawal of offers**

24.1 A bidder may modify or withdraw his offer after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the offers. The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement offer must be attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENT OFFER" or "MODIFICATION".

24.2 The notification of modification or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. The withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of offers.

24.3 Offers being requested to be withdrawn in application of article 24(1) shall be returned unopened.

24.4 No offer may be withdrawn during the interval between the submission of offers and the expiry of the validity of offers specified by the model tender. The withdrawal of an offer by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

### **E. OPENING OF ENVELOPES AND EVALUATION OF OFFERS**

#### **Article 25: Opening of envelopes and petitions**



- 25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked “withdrawal” shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding offer 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 offer” are opened and announced to the hearing of everyone and the new corresponding offer substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the offer 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 offer. The modification of the offer 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 offers which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial offers*] and any variant, where necessary, the existence of a guarantee of the offer if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of offers announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Offers (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of offers, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialled copy of the offers presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copies to the body in charge of the regulation of Public Contracts, the head of structure to which is attached the Tenders Board concerned.

It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.

The Independent Observer attaches to his report the sheet that was handed to him, including any related commentaries or observations.

#### **Article 26: Confidential nature of the procedure**

- 26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not



been made Public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of Public Contracts.

26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.

26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the Contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid may do so in writing.

#### **Article 27: Clarifications on the offers and contact with the Contracting Authority**

27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.

27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their bids, between the opening of envelopes and the award of the Contract.

#### **Article 28: Determination of Conformity of offers**

28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.

28.2 The Evaluation sub-committee shall determine if the bid is essentially in compliance with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.

28.3 A bid that complies with the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:

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

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

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

#### **Article 29: Qualification of the bidder**

The Evaluation sub-committee shall ensure that the successful bidder retained for having submitted a bid substantially in compliance with the provisions of the Tender File, fulfils the qualification criteria



stipulated in article 6 of the Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

### **Article 30: Correction of errors**

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

- (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
- (b) If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
- (c) Where there is a difference between the price indicated in words and in figures, the amount in words shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

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

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

### **Article 31: Conversion into a single currency**

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

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

### **Article 32: Evaluation and comparison of financial bids**

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

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

- a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
- b) By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
- c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
- d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
- e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;



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

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

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

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

### **Article 33: Preference granted national bidders**

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

### **Article 34: Award**

34.1 The Contracting Authority shall award the Contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the Contract satisfactorily and whose bid was evaluated as the lower or lowest by including, where necessary, proposed rebates

34.2 If, according to article 13(2) of the General Regulations, the Invitation to Tender comprises several lots, the lowest bid shall be determined by evaluating this Contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.

34.3 Any award of Contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

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

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

### **Article 36: Notification of award of the Contract**

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

### **Article 37: Publication of results of award and petitions**

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



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

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

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

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

#### **Article 38: Signing of the Contract**

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

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

38.3 The Contracting Authority must notify to the successful bidder within five (5) days of its date of signature.

#### **Article 39: Final Bond**

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

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

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

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



# DOCUMENT No. 3: SPECIAL REGULATIONS OF THE INVITATION TO TENDER

## Special regulations of the Invitation to Tender

References of the General regulations	General
1.1	<b>Definition of works:</b> The Reinforcement of PALLIATIVE SOLAR ELECTRIFICATION of Benakuma in the Benakuma Council in Menchum Division of The North West Region. Name and address of the Contracting Authority: The Mayor of Benakuma Council  Reference of INVITATION TO TENDER No. ____ /ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2026 OF ____ /2026
1.2	Execution deadline: 90days
2.1	<b>Source of financing</b> Works which form the subject of this Invitation to Tender shall be financed by the 2026 Public Investment Budget.
4.1	List of pre-qualified candidates, not applicable
5.1	Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.

### 6.1 Evaluation criteria

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

#### **C. Eliminatory criteria**

1. -Absence or non-conformity of a document in the administrative file;
2. -Deadline for delivery higher than prescribed;
3. -False declaration or falsified documents;
4. -Absence or insufficient bid bond;
5. -A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. -Incomplete financial file;
7. -Change of quantity or unit;
8. -Non respect of **75%** of essential criteria;

#### **D. Essential criteria**

- 1- General presentation of the Tender Files;
- 2- Financial capacity;
- 3- References of the company in similar achievements;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation and report of site visit;

9- Special Technical Clauses initialed in all the pages and signed at the last page;

10- Special Administrative Clauses initialed in all the pages and signed at the last page.

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

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

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least **(75%)** of the essential criteria taken in account.

The Contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **(75%)** of the essential criteria.

#### **ARTICLE 6 : Language of the bids:**

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

#### **PRESENTATION OF THE TENDER.**

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

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

#### **5.1 External envelope.**

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

**<<OPEN NATIONAL INVITATION TO TENDER  
NO \_\_\_\_\_/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2026 OF \_\_\_\_\_  
FOR THE REINFORCEMENT OF PALLIATIVE SOLAR  
ELECTRIFICATION OF BENAKUMA IN MENCHUM VALLEY SUB  
DIVISION, MENCHUM DIVISION OF THE NORTH WEST REGION >>**

*“TO BE OPENED ONLY DURING THE BID-OPENING SESSION”*

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

#### **8.2 Internal envelopes**

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

The first internal envelope shall be labeled;

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



EVALUATION CRITERIA AND SUB-CRITERIA		YES	NO
B)	ESSENTIAL CRITERIA		
B.1	General presentation of the tender files		
	-Document spirally bound -Table of content page -Colour sheets separation - Presentation of documents in the order given in this tender		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS		
B.2.1	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed. Minimum acceptable: 02 Contracts realized in the domain of equipped bore hole over the past 05 years		
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF		
B.3.1	01 Project engineer (at least Bsc in Engineering or equivalent certificate)		
B.3.1.1	Qualification of the project engineer: (Engineer in Rural Engineering/Electrical/Hydraulics/Exploration Geophysics: at least BAC + 3		
B.3.1.2	Professional experience of the project engineer $\geq$ 05 years (signed CV)		
B.3.2	02 Site foreman(Higher technician or equivalent certificate)		
B.3.2.1	Qualification of the Site foreman: (Higher technician Rural Engineering/Electrical)		
B.3.2.2	Professional experience of the Site foreman $\geq$ 03 years (signed CV)		
B.4	TECHNICAL PROPOSALS		
B.4.1	Organigram of the enterprise		
B.4.2	Organigram of the project		
B.4.3	Logical sequence for the execution of the task		
B.4.4	Quality control method		
B.4.5	Organization of the works / Methodology		
B.4.6	Environmental protection measures		
B.4.7	Supply of materials		
B.4.8	Security and safety at the site		
B.4.9	Duration of execution in respect with the Tender file		
B.5	FINANCIAL CAPACITY		
B.5.1	An attestation of financial capacity (solvency) of the enterprise equal or greater than the amount of the project all taxes inclusive, issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
B.6	Attestation of site visit signed by an administrative local Authority of project area.		
B.7	Comprehensive report of site visit signed by the company administrator and justified by photos		
B.9	Special Technical Clauses initialed in all the pages		
B.10	Special Administrative Clauses completed and initialed in all the pages		



## ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank or insurance company approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of Tender File issued by Council treasury of 60.000 FRS
A.6	A bid bond of 1,000,000 <b>FCFA (one million FCFA)</b> issued by CDEC
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.
A.9	A valid Certificate of imposition certified by the chief of center for taxation
A.10	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.
A.11	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.

**The absence or the nonconformity of the bid bond will result to the elimination of the offer**  
The second Internal Envelope shall be labeled <<**ENVELOPE B: TECHNICAL DOCUMENT**>> and shall contain the following:

### ENVELOPE C- FINANCIAL FILE

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

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

### Supply price

#### **ARTICLE 8: Currency of payment**

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



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

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

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

#### **ARTICLE 9: Transport and delivery**

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

#### **ARTICLE 10: Guarantee and retention guarantee**

##### **10.1 Provisional guarantee**

The amount of the provisional guarantee or guarantee of tender is fixed at **the official rate**.

The time of validity of this guarantee is ninety (90) days as from the date of depositing of the offers.

##### **10.2 Final Bond**

The final Bond is fixed at ten percent (10%) of the initial amount of the services envisaged in the country.

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

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

##### **10.3 Guarantee Retention**

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

#### **ARTICLE 11: Period of validity of the offers**

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

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

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

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

<<OPEN NATIONAL INVITATION TO TENDER  
NO /ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2026 OF \_\_\_\_\_ FOR THE  
REINFORCEMENT OF PALLIATIVE SOLAR ELECTRIFICATION OF  
BENAKUMA IN MENCHUM VALLEY SUB DIVISION, MENCHUM DIVISION OF  
THE NORTH WEST REGION >>

#### **ARTICLE 13: Date and latest time of deposit of offers**

The offers will have to arrive under closed fold and seal latest .....at 10: AM, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:



# THE SERVICE OF THE CONTRACTING AUTHORITY, THE LORD MAYOR, BENAKUMA COUNCIL

Beyond this time no offer will be received nor accepted.

## ARTICLE 14: Opening of the tenders

The opening of the folds will be carried out in the conference room of BENAKUMA Council Internal Tenders' Board on .....as from 11: AM, by the tender Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

## AWARD OF THE CONTRACT

### ARTICLE 15: Award of the Contract

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

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

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

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

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

### ARTICLE 16: COMMENCEMENT OF WORK:

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

- ❖ The Project Owner or his representative : ..... Chairperson
- ❖ The Project Manager ..... Member
- ❖ The Contract Engineer (DD MINEE) : ..... Secretary
- ❖ The Representative of MINMAP : ..... Observer
- ❖ The DD MINEPAT ..... Observer
- ❖ The Contractor or representative ..... Member
- ❖ The Village Chief or representative..... Observer



# DOCUMENT No. 4: SPECIAL ADMINISTRATIVE CONDITIONS(SAC)

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## Chapter I: General

### Article 1: Subject of Contract

**For The Reinforcement of PALLIATIVE SOLAR ELECTRIFICATION of Benakuma village in Benakuma Council Area, Menchum Division of the North West Region.**

### Article 2: Contract award procedure

This Contract shall be awarded by OPEN NATIONAL INVITATION TO TENDER № \_\_\_\_ /ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2026 OF \_\_\_\_\_.

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

#### 3.1 General definitions (cf. Code)

- **The Contracting Authority** shall be the **Lord mayor of Benakuma Council**  
He awards the Contract, ensures the preservation of originals of said Contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation.
- **The Contract Engineer** shall be the **Divisional Delegate MINEE Menchum** hereinafter referred to as the Contract Engineer and signed the "Attachement".
- **The Project Owner is the Lord Mayor of Benakuma Council.** He represents the beneficiary administration of the works.  
He ensures respect of the administrative, technical and financial conditions and Contractual deadlines.
- **The Project Manager** shall be the Chief of Technical Service MINEE Menchum
- **The control brigade of MINMAP** shall carry out regular unannounced control visit to the site to ensure the respect of this jobbing order.
- **The Contractor shall be [to be specified].**

#### 3.2 Security

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

In this case:

- The authority in charge of ordering payment shall be **The Mayor of Benakuma Council.**
- The authority in charge of the clearance of expenditures shall be *the Divisional Finance controller*
- The body or official in charge of payment shall be *the BENAKUMA Municipal treasury.*
- The official competent to furnish information within the context of execution of this Contract shall be *the Lord Mayor of Benakuma Council.*

#### 3.3 Duties of the Control Mission, Project Manager

##### 3.3.1 Missions [to be completed, where need be]

##### 3.3.2 Means put at the disposal of the Control Mission [to be completed where need be].

### Article 4: Language, applicable law and regulation

#### 1.2 The language to be used shall be [English and/or French].

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



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

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

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

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular elements necessary for the determination of the Contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) Plans, calculation notes, trial documents, geotechnical documents *[insert and indicate, where need be, names and references]*.
- 7) The General Administrative Conditions applicable on Public works Contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the Contract *[inserts and indicate, where need be, names and references]*.

#### **Article 6: General instruments in force**

It shall be composed of:-

Title I: The Special Administrative Conditions,

Title II: The Special Technical Conditions,

Title III: The Unit Price Schedule and

Title IV: The Detailed Cost Estimates(Contractor's bid) which must bear total without taxes, value added tax (VAT), income tax (AIR), total taxes, total with taxes inclusive (ATI) and net to be payable.  
with general reference texts being:-

- Law N° 96/12 of 5<sup>th</sup> August 1996 on the management of environment;
- Decree No.2002/030 of 28<sup>th</sup> January 2002 relating to the setting-up, organisation and functioning of Public Contracts Tenders Boards;
- Order N° 093/CAB/PM of 5<sup>th</sup> November 2002 to fix the amount of the bid bond and the purchase of tender files;
- Decree No.2003/651/PM of 16<sup>th</sup> April 2003 to lay down the tax and customs regime applicable to Public Contracts;
- Decree No. 2018/366 of 20<sup>th</sup> June 2018 to lay down the Public Contracts Code;
- Circular N° 004/CAB/PM of 30<sup>th</sup> December 2005 relating to the application of the Public Contracts code;
- Order N° 033/CAB/PM of the 13<sup>th</sup> February 2007 bearing the general administrative conditions
- Circular N° 002/CAB/PM of 31<sup>st</sup> January 2011 relative to the amelioration of the performance of Public Contracts system;
- Circular N° 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;
- Order N° 22/CAB/PM of 2<sup>nd</sup> February 2011 to lay down conditions for the recruitment Individual consultants;
- Decree N°2012/076 of 8<sup>th</sup> March 2012 modifying and completing certain dispositions of Decree N°2001/048 of 23<sup>rd</sup> February 2001 bearing the organisation and functioning of the Public Contracts Regulatory Agency (ARMP) ;
- Circular letter N°001/CAB/PR of 19<sup>th</sup> June 2012 relative to the award and the control of the execution of public contracts.



- Decree N° 2013/27 of 5<sup>th</sup> August, 2013 modifying and completing certain dispositions of Decree N° 2012/074 of 8<sup>th</sup> March, 2012 bearing on the creation, Organisation and functioning of Tenders Boards.
- Letter N° 0005193/L/PR/MINMAP/CAB of 24<sup>th</sup> October 2013 bearing method of evaluation of financial bids; Total without taxes (THT) & Total all taxes inclusive (TTC).
- Order N° 038 CAB/PM of 15<sup>th</sup> May 2014 putting in force model tender files for the award of public contracts.
- Circular letter N° 00004077/LC/MINMAP/CAB of 23<sup>rd</sup> July 2014 bearing modalities for the constitution of certain files submitted for signature and certain directives and instructing that Contracting Authorities get copies of bids as soon as opening takes place.
- Circular N° 00011877/C/MINFI/ of 31<sup>st</sup> December 2025 bearing instructions relating to the execution of Finance Laws, the Monitoring and Control of the execution of the Budget of the State, Administrative Public Establishments, Regional and Local Authorities for the 2026 financial year.
- Norms in force in the Republic of Cameroon;
- Other texts specific to contracting fields.

#### **Article 7: Communication (Articles 6 and 10 supplemented)**

- 1.1 All communications within the framework of this Contract shall be written and notifications sent to the following address:
- a) In the case where the Contractor is the addressee: Sir/Madam.....  
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [*to the specified*] council, chief town of the region in which the work was done;
  - b) In the case where the Project Owner is the addressee:  
Sir/Madam \_\_\_\_\_ [*to be specified*] with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
  - c) In the case where the Contracting Authority is:  
Sir/Madam [*to be specified*] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable
- 1.2 The Contractor shall address all written notifications or correspondences to the Contracting Authority with a copy to the Contract Manager and the Contract Engineer

#### **Article 8: Administrative Orders (Article 8 of GAC)**

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

- 8.1 The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the Contractor by the Project Owner with a copy to the Contracting Authority, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.
- 8.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the Contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority and Contract Manager.



- 8.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the Contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and Project Manager.
- 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by his services to the Contractor with a copy to the Project Owner, Contract Manager, Contract Engineer and Project Manager.
- 8.6 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the Contractor by the Contract Engineer.
- 8.7 The Contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.

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

9.1 *[Specify if the Contract has one or several phases]*

At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the Contractor. This attestation shall condition the start of the following conditional phase.

- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

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

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the Contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Owner has **5 (five) days** to notify his opinion in writing with a copy sent to the Contract Manager and Contract Engineer. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the Contract as mentioned in article 45 below or the application of penalties *[to be specified where need be]*.

### **Chapter II: Financial conditions**

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

##### **11.1 Final bond**

The final bond shall be set at 2 % of the amount of the Contract, inclusive of all taxes.

It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days of the notification of the Contract.

The bond shall be returned or the guarantee released within one month following the date of provisional acceptance of the works, following a release issued by the Contracting Authority upon request by the Contractor.



### **11.2 Performance bond**

The retention fund shall be set at 10 % of the amount of the Contract, inclusive of all taxes.

The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the **Contracting Authority** upon request by the Contractor.

### **11.3 Guarantee of start-off advance**

The Contractor shall apply for , *the rates (20% maximum of the amount of the Contract inclusive of all taxes guaranteed at 100%) and conditions for the return of the guarantee*

## **Article 12: Amount of the Contract (Articles 18 and 19 of GAC supplemented)**

The amount of this Contract as indicated by the attached [*detail or estimates*] is \_\_\_\_\_ (in figures) \_\_\_\_\_ (in letters) CFA francs Inclusive of All Taxes; that is:

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

## **Article 13: Place and method of payment**

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

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

## **Article 14: Price variation (Article 20 of GAC)**

### **1.1 Prices shall be firm.**

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

### **1.2 Price updating modalities (not applicable)**

## **Article 15: Price revision formulae (article 21 of GAC)**

(not applicable)

## **Article 16: Price updating formulae (article 21 of the GAC)**

(not applicable)

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

17.1 The percentage of works under State supervision shall be [*must not exceed 2 %*] of the amount of the Contract and its additional clauses, where applicable.

17.2 In the case where the Contractor were invited to execute works under State supervision, the submitted and duly justified expenditures shall be reimbursed to him under the following conditions:

- The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
- The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;



- The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
- Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;
- The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the Contractor's unforeseens.

**Article 18: Evaluation of works (article 23 of the GAC)**

This Contract is at *[unit price, all-in price or unit and all-in price]*

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

19.1 *[Indicate, where applicable, the modalities for payment of supplies].*

19.2 No security shall be requested for payments on account on supplies.

**Article 20: Advances (article 28 of the GAC)**

20.1 The Contracting Authority *shall* grant a start-off advance *equal to 20 % of the amount of the Contract.*

20.2 This advance whose value cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the Contractor during the execution of the Contract according to the modalities laid down in the Special Administrative Conditions.

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

20.4 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the Contractor.

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

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

**21.1 Establishment of works executed**

*Before the 30<sup>th</sup> of each month, the Contractor and the Contract Engineers shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment.*

**21.2 Monthly detailed account**

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

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

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

- *[100-1.1 and/or – (7.5 or 15%)] paid directly into the account of the Contractor;*
- *2.2 Or 5.5 % paid to the Public treasury as AIR due by the Contractor.*
- *7.5% or 15% paid into the Public treasury as TSR due by the Contractor.*



*The Project Manager has a time-limit of seven (7) days to forward to the Contract Manager the detailed accounts he has approved.*

*The Contract Engineer has a maximum time-limit of twenty-one (21) days to forward the detailed accounts he approved such that they are in his possession not later than the twelfth of the month.*

*The Contract Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.*

*Payments shall be done by \_\_\_\_\_ within a maximum deadline of \_\_\_\_\_ calendar days from the date of submission of the approved detailed accounts.*

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

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

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

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

#### **A. Penalties for delay**

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

- a) One two thousandth ( $1/2000^{\text{th}}$ ) of the initial Contract amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the Contractual time-limit;
- b) One thousandth ( $1/1000^{\text{th}}$ ) of the initial amount of the Contract inclusive of all taxes per calendar day beyond the 30<sup>th</sup> day.

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

#### **B. Specific penalties [amount to be indicated]**

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

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

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

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

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

After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional acceptance, the Contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the Contractor may be entitled as a result of the execution of the whole Contract.

25.1 *The Contract Engineer has up to thirty (30) days to notify the corrected and approved draft to the Contractor.*

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

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

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



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

- the final detailed account,
- the balance
- The summary of monthly payments on account.

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

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

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

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

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

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

All taxes inclusive prices means VAT included.

#### **Article 28: Stamp duty and registration of Contracts (article 37 of GAC)**

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

### **Chapter III: Execution of works**

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

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

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

30.1 The Project Owner shall be bound to furnish the Contractor with information necessary for the execution of his mission and to guarantee, at the cost of the Contractor, access to sites of projects.

30.2 The Project Owner shall ensure the Contractor of protection against threats, insults, violence, assault and battery, slander or defamation of which he could be victim by reason of or during the exercise of his mission.



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

31.1 The time-limit for the execution of the works forming the subject of this Contract shall be **90 days**.

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

**Article 32: Roles and responsibilities of the Contractor (article 40 of the CAG)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



- b) The Environment Management Plan should bring out notably the choice of technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.
- c) The Contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.
- d) The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the Contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the Contract.

### **35.2 Execution draft**

- a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the [Contract Manager or Project Manager] at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The [Contract Manager or Project Manager] has a deadline of [*five (05) days*] to examine and make known his observations. The Contractor then has a deadline of [04] four *days* to present a new file including the said observations.

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

### **Article 36: Organisation and safety of sites (article 50 of the GAC)**

36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work.

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

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

### **Article 37: Implantation of structures**

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

### **Article 38: Sub-Contracting (article 54 of the GAC)**

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

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

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

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

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

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

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



## **Chapter IV: Acceptance**

### **Article 42: PROVISIONAL ACCEPTANCE**

#### **42.1 PRE- ACCEPTANCE OPERATIONS**

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

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

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

-Contract Engineer and the contractor.

During this pre-reception, the Engineer shall eventually specify the reserves to be lifted and the corresponding works to be effected before the reception. The Engineer shall fix the reception date in collaboration with the ContractManager.

#### **42.2 Acceptance**

The acceptance commission shall comprise:

- 1- The Project Owner or his representative..... (Chairman)
- 2- The Contract Engineer..... (Secretary)
- 3- The DD MINMAP or his representative.....(Observer)
- 4- The Chief of Service for Contract Benakuma Council..... (Member)
- 5- The Project Manager .....Members
- 6- The Contractor or his Representative..... (Member)
- 7- The DD MINDDEVEL .....Observer
- 8- The Village Chief or his Representative ..... Observer

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

### **Article 43: GUARANTEE PERIOD.**

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

### **Article 44: Article 45: Final acceptance (article 72 of the GAC)**

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

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

## **Chapter V: Sundry provisions**

### **Article 45: Termination of the Contract (article 74 of the GAC)**

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

- Delay of more than fifteen (15) calendar days in the execution of an Administrative Order or unjustified stoppage of more than seven (7) calendar days;



- Delay in work resulting in penalties of more than 10 % of the amount of the works;
- Refusal to repeat poorly executed works;
- Default by the Contractor;
- Persistent non-payment for services.

**Article 46: Case of force majeure (article 75 of the GAC)**

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

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

**Article 47: Disagreements and disputes (article 79 of the GAC)**

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

Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction, subject to the following provisions: *[to be filled, where need be]*.

**Article 48: Production and dissemination of this Contract**

*[Ten (10)]* copies of this Contract shall be produced at the cost of the Contractor and furnished to the Contract Manager.

**Article 49 and last: Entry into force of the Contract**

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



# Document No. 5:

## Special Technical Conditions (STC)

### SPECIAL TECHNICAL CLAUSES

#### CHAPTER I: GENERAL DISPOSITIONS

##### Article 1: Subject

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

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

Contracting authority: TO BE Specified

Project engineer: MINEE

Contract manager: Sponsor Ministry

Contractor: To be selected.

##### Article 2: Extent of works

- The supply and installation of a solar array of 48 solar panels of 250Wp and related accessories in each locality;
- Supply of 02 MPPT 120A-150V Solar Charge Controller and related accessories in each locality
- Supply of 01 Solar Inverter 15KVA 48V and related accessories in each locality
- Supply of 10 poles of 9m height for distribution of electricity in each locality
- Supply of 525m of 3X50mm<sup>2</sup> cables for distribution
- Wiring of 15 houses with circuit breakers of 10A
- Putting in place of a solar maintenance committee and training of technicians
- Construction of wire barbed fence to protect technical unit

##### Article 3: Description of projects/works

###### CIVIL ENGINEERING WORKS

The process involves pegging and digging holes

###### INSTALLATION

This task entails the installation of major accessories such as batteries, solar panels, charge controllers, poles and other accessories.

- The supply and installation of a solar array of 48 solar panels of 250Wp and related accessories in each locality;
- Supply of 02 MPPT 120A-150V Solar Charge Controller and related accessories in each locality
- Supply of 01 Solar Inverter 15KVA 48V and related accessories in each locality
- Supply of 10 poles of 9m height for distribution of electricity in each locality
- Supply of 525m of 3X50mm<sup>2</sup> cables for distribution
- Wiring of 15 houses with circuit breakers of 10A
- Putting in place of a solar maintenance committee and training of technicians
- Construction of wire barbed fence to protect technical unit

#### CHAPTER II: ORIGIN AND QUALITY OF MATERIALS

##### Article 4: Origin of materials

All materials for this project may be imported or gotten in our Cameroon market and must meet the international norms.



## Article 5: Quality of materials:

All materials will be received by the technical commission to certify the quality.

## Article 6: Quality control

The materials and major accessories shall be systematically controlled by the MINEE and the Beneficiary Council to ensure total quality and functioning of the project.

## CHAPTER III: EXECUTION OF WORKS

### Article 7: Basics.

For all construction, supply and installation of solar lamps and its accessories, and security measures and environmental protection to be observed, they must conform to the requirements, laws, decrees, orders, standards, norms and publications in force in Cameroon and for management of the electricity sector. In default the texts will be applied in this order:

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

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

- UTE C 57-300 : descriptive parameters for a photovoltaic system ;
- UTE C 57-310 : direct transformation from solar energy to electrical energy;
- NF EN 61727 : photovoltaic system(PV) – Characteristics and grid connected interface;
- NF EN 61173: High voltage protection in solar photovoltaic systems and energy protection.
- CEI 61724 : surveillance of quality functioning of the solar photovoltaic system– Recommendations for data measurement, transmission and analyses
- NF EN 60904-3 (C57-323) photovoltaic Disposition – Part: Measuring the photovoltaic characteristics Current-voltage - Part 3: Principle of measuring the solar photovoltaic dispositive (PV) to be used on the ground including spectral lighting which is reference.
- NF EN 61215 Silicon mono-crystalline of poly-crystalline photovoltaic modules (PV): Qualification of the conception and homologation.
- NF EN 61730-1 (C 57-111-1) Qualification for the certainty of functioning of photovoltaic modules Part 1: Demands for the construction.
- NF EN 61730-2 (C 57-111-2) Qualification for the certainty of functioning of photovoltaic modules Part 3: Demands for Testing.

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

- NF EN 60598 on the safety of luminaries;



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

#### Article 8: Studies

Feasibility study is carried out by the external consultant and will be executed by the contractor

Article 9: Execution document:

### CHAPTER IV TECHNICAL OFFER

The technical offer shall be made of the following documents:

Table 13: Composition of the technical offer

N	DOCUMENTS	DESCRIPTION	AUTHENTICATION
B1	STC	The Book of the Special Technical specifications (STC) as mentioned	initialled on each page, and at the end of the document, the date, the signature and the seal of the bidder;
B2	List of material	It will have to emphasize the average materials which will be mobilized (list of the equipment, of the materials and tools to be used)	To be included, certified copies of the Invoices, certificates of sale or purchase, lease agreement
B3	List of the personnel	The supervisory staff will have to include (minimum acceptable): <ul style="list-style-type: none"> <li>- a foreman, Higher Electrical or Rural Engineering Technician with 03 years of experience in similar work;</li> <li>- an electrician experienced in rural electrification works, and at least a senior electrical technician.</li> </ul>	To be included for each Technician, a CV signed and dated, as well as a certified copy of the diploma.
B4	Technical proposal and planning of execution	In accordance with the evaluation tables of the offer, it will include: <ul style="list-style-type: none"> <li>- a brief summary of the analysis of the project and techniques of implementation</li> <li>- Organization of work in teams or workshops</li> <li>- Quality control (Organization of the quality control interns)</li> <li>- Provisions planned for the Environmental protection</li> <li>- Measurements of hygiene and safety</li> </ul>	Date, signature and seal of the bidder at the end of the document
B5	Certificate of site visit	Certificate of site visit	Date, signature and seal of the Delegated Contracting Authority and endorsement of the Contract Engineer.
B6	References of	List similar works already carried out in	Value of the works, copies of



	the company	the last three years	the Contracts (1 <sup>st</sup> and last pages) and Minutes of reception and/or certificates of completion of works
<b>B7</b>	Business turnover	Extract of the assessment and/or Letter of award and statement of reception of Works	Extract of the certified Assessment of a certified accountant.
<b>B8</b>	Approval of the supplier	Certificate of representation of the manufacturer of the solar generator.	Document of the manufacturer of the solar generator.

**NB:** The personnel suggested will be considered in the evaluation only if the necessary supporting documents not less than three (03) months and referring themselves to the personnel are in the file, the Administration reserves the right to come into contact with the personnel mentioned in the offer.

#### CHAPTER V FINANCIAL OFFER

The financial offer shall be made of the following documents:

Table 14: Composition of the financial offer

N	DOCUMENT NAME	DESCRIPTION	AUTHENTICATION
<b>C1</b>	Tender	The format provided to be duly supplemented with indication of the amount of the proposal	Date, signature, name and seal of the bidder - Stamped with a fiscal stamp
<b>C2</b>	Unit Price schedule	original of the price schedule format provided, duly supplemented by the prices of the bidder in words and figures	Initials on each page, signature and seal of the bidder on the last page
<b>C3</b>	Details of the estimate	original of the details of the estimate duly supplemented by the bidder	Initials on each page, signature and seal of the bidder on the last page
<b>C4</b>	Sub detail of the unit Prices	tally of the sub-detail in conformity with the model of the CAD	Initials on each page

The various sections of the tender document will have to be in order and to be separated from each other by using different colours other than white.

**Note:** The plans provided with the Tender Documents are not to turn over with the tender.

#### Article 10: Mobilization, site installation and implementation of projects

Before the beginning of work, the Project Manager will start with the checking of the conformity of the materials and the personnel with the specifications of the Contract (technical offers).

The Contractor will be required to replace the materials and/or the personnel which may be found to be non-conforming, and will equally face sanctions in case of the non-observance of the completion periods.

The materials to be mobilized for the project must consider the nature of the grounds in the zone

The team for the execution of the work will include at least:

- (1.1) A Works Director, who must be an Electrical Engineer (electrical Engineering or equivalent) with 05 years of experience in similar works
- (1.2) An Electrical Technician, experienced in rural electrification works, minimum level Senior Technician diploma in Electrical Engineering;
- (1.3) A Construction Foreman, minimum level CAP in electricity or equivalent with at least three (03) years of experience in works in the rural area or similar rural electrification.
- (1.4) Three (3) semi-skilled workers (electricians) with at least three (3) years of experience



## Article 11: Preparatory works

After the award of the contract, the contractor is expected to provide the control engineer with all documents relevant to the project, in order to facilitate planning, work schedule and a better follow up of all activities.

Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work.

## Article 12: Debris

Hole excavation has to respect ENEO norms; that is depth is  $1/10$  of the total length of the pole plus 0.5 meter ( $D=1/10+0.5$ )

## Article 13: Earth and lightning discharge protection

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

In order to protect the equipment against indirect lightning faults, thunder arrestors must be installed in different spots.

## Article 14: Concrete

The concrete of the base of the transformer will respect a dosage of  $350 \text{ kg/m}^3$

## Article 15: The electric pole

To be made of wood, it has to be sized to withstand or carry the set of the LV cables. The height should be 9m.

## Article 16: The luminary

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

The lamps should be of the LED type with a nominal power of 40W (DC, 12V) with an effective luminosity greater or equal to  $70 \text{ lm/W}$  and a minimal life span of 50 000 hours.

The linear luminous power should not exceed  $75 \text{ kilolumens/km}$  for roads of less than 10m wide and  $150 \text{ kilolumens/km}$  for roads more than 10m wide.



#### Article 17: Photovoltaic modules

The photovoltaic modules must resist the following ambient climatic conditions:

- Working Temperature range:  $10^{\circ}$  to  $+ 85^{\circ}\text{C}$
- Relative Humidity: upto 100%
- Wind speed: 5 to 25 km/h
- Precipitations: continuous severe rains
- Particular conditions (tropical climate of the equatorial type, etc.)
- the photovoltaic modules must respect the standard CEI 61215 for crystalline modules.

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

The module should have:

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

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

#### Article 18: Finishes and protection of embankments

Not applicable with rural electrification

#### Article 19: Charge controller

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

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



## Article 20: The maintenance of projects

The Contractor will take care of the project during one year guaranty and thereafter the project will be maintained by the Council.

## CHAPTER VI: SOCIO-ENVIRONMENTAL STUDIES OF PROJECT

### Article 21: Sensitization meetings

This meeting is the responsibility of the contractor who has the obligation to hold it before the beginning of the project and make sure that the population is aware of all the risks involved in the project.

*Table 15: Socio-environmental Management Plan*

N°	Activities	Objective	Period	Responsible authority	Follow up	Indicator	Cost
1	Sensitization of the population of the area	Raise awareness of the risk	Before extension	Contractor	MINEPAT MINEE COUNCIL	Report	200.000 frs
2	Provision of PPE	Curbnoise, accident and injuries	During installation	contractor	MINEPDED COUNCIL	Report	-
3	Provision of first aid, medical equipment and insurance for workers	Ensure social security	During installation	contractor	MINEPDED COUNCIL DMO	Report	-

### Article 22: Control of the streetlamps

A control mechanism for the streetlamps must allow the lamps to be controlled by lighting and turning them off during appropriate hours with the help of the usual devices(contactors, switches, etc.). These devicescan eventually be integrated into the charge controller. A device to vary power will permit a reduction of the energy consumption at night.

### Article 23: The circulation of machines on site

Machines will circulate on the site only during the day period

### Article 24: Health and disease

The contractor shall take out a third party risk assurance concerning persons, property or liabilities from an insurance company governed by the CIMA insurance code.

The insurance will be submitted to the contracting authority for approval and will have to cover the total period of execution of the project. No payment, except for the start off payment will be made without the presentation of the insurance certificate.

### Article 25: Fixtures and civil works

The solar lamps will be fixed on the ground by a four foot beam casted heavily with reinforced concrete and with the help of flat fixture. This setup must be sized following the laid down principles to withstand the weight of the solar lamps.

### Article 26: Program for the execution of environmental projects

*Table 16: program for the execution of environmental projects*



N°	Activities	Objective	Period	Responsible authority	Follow up	Indicator
1	Sensitization of the population of the area	Raise awareness of the risks that may be associated with the project.	Before kick off	Contractor	MINEPAT MINEE Benakuma Council	Report
2	Provision of PPE	Curb noise, accident and injuries	During installation	contractor	MINEPAT MINEE Benakuma Council	Report
3	Provision of first aid, medical equipment and insurance for workers	Ensure social security	During installation	contractor	MINEPPAT MINEE Wum Council	Report

## CHAPTER VII: EVALUATION MODE OF PROJECTS

### Article 27: Definition of projects

The supply and installation of 2 kits of 5kVA solar electrification systems and connection of at least 30 homes in localities not connected to the national electricity grid.

### Article 28: Description of sensitive HIMO prices (for HIMO micro-projects)

Table 17: description of sensitive HIMO prices guide

Description sensitive HIMO prices					
Project Name					
N°	DESIGNATION	Unity	Qty	Unit price	Total (FCFA)
1	Pecking and digging of holes	U	68	6 000	360,000
2	setting out structures	IS	1	200 000	200 000
TOTAL					560 000

## CHAPTER VIII: EVALUATION MODE OF WORKS

### Article 29 Material prices

The bidder will provide the prices of all materials to be used, with all details.

### Article 30 Definition of prices and evaluation of works

The bidder will provide prices and evaluation of works with all details which show how works will proceed.



Article 31 File for the summary of all works put together (As-Built plan)

After the execution of all works of the project, the Contractor will be expected to provide a conformity plan of work validated by MINEE

#### *CHAPTER IX: PROTECTION OF THE ENVIRONMENT*

##### Article 32 Sanctions and penalties

Failure to complete work within the deadline by the contractor will lead to the following penalties for lateness.

- 1/2000<sup>th</sup> of the amount of the contract per day from the 1<sup>st</sup> to the 30<sup>th</sup> day of lateness.
- 1/1000<sup>th</sup> of the amount of the contract per day after the 30<sup>th</sup> day of lateness.

Penalties will be applied automatically without notice and for every single day after the appointed team except to legally defined circumstances of major impediments. It is specified that no bonus is foreseen in case of anticipated delivery.

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

#### *CHAPTER X: LABELING*

It is a succession of characters making it possible to identify the project. The character would respect the format below:

METALLIC PROJECT NOTICE BOARD FOR.....

##### **Characteristics of the board:**

- Dimensions: length = 120 cm; width = 100 cm; height = 250 cm
- Background Colour: white
- Lettering colour: black
- Lettering height: between 5 and 12 cm
- The board is recto-verso



# Document No. 6:

## Schedule of unit prices

<b>BILL OF QUANTITY AND COST ESTIMATE FOR THE REINFORCEMENT OF PALLIATIVE SOLAR ELECTRIFICATION OF BENAKUMA</b>					
N°	Désignation	Unit	Qty	Price in figures	Price in words
<b>LOT 100 – MINI SOLAR POWER STATION (DAILY PRODUCTION : 48KWH, STORAGE CAPACITY: 66.6kWh, maximum number of houses to be connected : 40)</b>					
101	Si-monocrystalline PV solar panels 400Wc/24V or equivalent	U			
102	150AH/48V LiFePo4 solar batteries or equivalent	U			
103	Inverter Power hybrid 5kw/48v or equivalent	U			
104	100w solar Projectors	U			
<b>SUB TOTAL 100</b>					
<b>LOT 200 - CONSTRUCTION OF TECHNICAL CONTROL UNIT, SYSTEM PROTECTION AND ACCESSORIES</b>					
201	Installation of équipement grounding 15kVA-30Ma equipped with Earth Lease Circuit Breaker 100A-30mA	U			
202	Mannuel Disconnect Switches	Ls			
203	Interconnection Accessories and electronics devices for protection of solar system (charge controller, batteries, inverters, cables, etc)	Ls			
204	S & I solar Panel stand with galvanised steel and all accessories	Ls			
205	Construction of technical unit using permanent materials	U			
206	Construction of mesh fence on 400 square metres security perimeter of control unit and gravelled area	M <sup>3</sup>			
<b>SOUS - TOTAL 200</b>					
<b>LOT 300 – CONSTRUCTION OF LV DISTRIBUTION NETWORK</b>					
301	Study and pegging	Km			
302	Excavation of holes	M <sup>3</sup>			
303	S & I Single 9m/S wooden pole	U			
304	S & I Twin 9m/T wooden pole	U			
305	S & I Alignment elements	U			



306	S & I Anchoring elements	U			
307	S & Stringing 3x50mm <sup>2</sup> +1NP+2EP preassembled cable	MI			
308	S & I Number Plate + Numbering	U			
309	Type C earth plug (Code 603007)	U			
310	Manipulation of pinning wheel	U			
311	S & I Set of 6 line tap	U			
312	S & I Line cap with retractable end	Ls			
<b>SOUS - TOTAL 300</b>					
<b>LOT 400 – SUNDRY EXPENSES</b>					
401	Consolidation of technical study for solar power station	Ls			
402	Site installation (Project Notice board, sensitisation of local administration, project execution plan, site office)	Ls			
403	Transport of poles(wooden)	T/Km			
404	Transport and handling of materials for electrification network	T/Km			
405	Clearing, pruning and soil leveling	km			
406	Construction and installation of block of concrete for the fixation of solar panel or poles	Ls			
407	Putting in place and Training of Solar Management Committee	Sessions			
408	Project Commissioning (System testing, Project Execution report, Handing over of network to the solar management committee)	Ls			
<b>SOUS - TOTAL 400</b>					
500	<b>LOT 500-CONNECTION OF HOUSEHOLD</b>				
501	Connection of homes with metres, circuit breakers and all accessories (Max current rating: 5A)	U			
<b>SOUS - TOTAL 500</b>					



# Document No. 7:

## Bill of quantities and estimates

<b>BILL OF QUANTITY AND COST ESTIMATE FOR THE REINFORCEMENT OF PALLIATIVE SOLAR ELECTRIFICATION OF BENAKUMA</b>					
N°	Désignation	Unit	Qty	P.U	P.T
<b>LOT 100 - LOT 100 – MINI SOLAR POWER STATION (DAILY PRODUCTION : 48KWH, STORAGE CAPACITY: 66.6kWh, maximum nuber of houses to be connected : 40)</b>					
101	Si-monocrystalline PV solar panels 400Wc/24V or equivalent	U	30,00		
102	150AH/48V LiFePo4 solar batteries or equivalent	U	9.00		
103	Inverter Power hybrid 5kw/48v or equivalent	U	3.00		
104	100w solar Projectors	U	5.00		
<b>SUB TOTAL 100</b>					
<b>LOT 200 - CONSTRUCTION OF TECHNICAL CONTROL UNIT, SYSTEM PROTECTION AND ACCESSORIES</b>					
201	Installation of équipement grounding 15kVA- 30Ma equipped with Earth Lease Circuit Breaker 100A-30mA	U	1.00		
202	Mannuel Disconnect Switches	LS	1.00		
203	Interconnection Accessories and electronics devices for protection of solar system (charge controller, batteries, inverters, cables, etc)	LS	1.00		
204	S & I solar Panel stand with galvanised steel and all accessories	LS	1.00		
205	Construction of technical unit using permanant materials	U	1.00		
206	Construction of mesh fence on 400 square metres security perimeter of control unit and gravelled area	M <sup>2</sup>	400.00		
<b>SOUS - TOTAL 200</b>					
<b>LOT 300 - CONSTRUCTION OF LV DISTRIBUTION NETWORK</b>					
301	Study and pegging	Km	1.00		
302	Excavation of holes	M <sup>3</sup>	8.68		
303	S & I Single 9m/S wooden pole	U	16.00		
304	S & I Twin 9m/T wooden pole	U	4.00		
305	S & I Alignment elements	U	16.00		
306	S & I Anchoring elements	U	8.00		



307	S & Stringing 3x50mm <sup>2</sup> +1NP+2EP preassembled cable	MI	1,050.00		
308	S & I Number Plate + Numbering	U	20.00		
309	Type C earth plug (Code 603007)	U	5.00		
310	Manipulation of pinning wheel	U	2.00		
311	S & I Set of 6 line tap	U	3.00		
312	S & I Line cap with retractable end	Ls	4.00		
<b>SOUS - TOTAL 300</b>					
<b>LOT 400 - SUNDRY EXPENSES</b>					
401	Consolidation of technical study for solar power station	Ls	1.00		
402	Site installation (Project Notice board, sensitisation of local administration, project execution plan, site office)	Ls	1.00		
403	Transport of poles(wooden)	T/Km	1,200.00		
404	Transport and handling of materials for electrification network	T/Km	600,00		
405	Clearing, pruning and soil leveling	km	1.60		
406	Construction and installation of block of concrete for the fixation of solar panel or poles	Ls	1.00		
407	Putting in place and Training of Solar Management Committee	Sessions	3.00		
408	Project Commissioning (System testing, Project Execution report, Handing over of network to the solar management committee)	Ls	1.00		
<b>SOUS - TOTAL 400</b>					
500	<b>LOT 500-BRANCHEMENT MENAGE (CAPACITE MAXIMAL: 25)</b>				
501	Branchement avec compteur numérique y compris toutes sujétions (Courant max: 5A)	U	25		
<b>SOUS - TOTAL 500</b>					
<b>TOTAL HORS TAXES (100+200+300+400+500)</b>					
<b>TVA (19, 25%)</b>					
<b>AIR 2.2 or 5.5%</b>					
<b>TOTAL TAXES</b>					
<b>TOTAL TTC</b>					
<b>NET PAYABLE</b>					

Closed at the sum of .....

Signed: Director