#### REPUBLIC OF CAMEROON

Peace-work-fatherland
MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT

North West Region Bui Division MBIAME COUNCIL

P.O. Box 155 Kumbo, Mbven Sub Division
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#### REPUBLIQUE DU CAMEROUN

Paix-Travail-Patrie
MINISTERE DE LA DECENTRALISATION
ET DU DEVELOPPEMENT LOCAL

Region du Nord-Ouest Department de Bui COMMUNE DE MBIAME

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## MBIAME COUNCIL INTERNAL TENDERS BOARD

OPENED NATIONAL INVITATION TO TENDER FILE

N°: 06/ONIT/MINDDEVEL/BU/MC/MCITB/2024OF 16/02/2024

FOR THE SUPPLYING AND INSTALLATION OF PUBLIC LIGHTING BASED ON SOLAR PANNEL POWER IN SOME PRIORITY ROADS IN MBIAME HEAD QUARTERS, MBVEM SUB DIVISION IN BUI DIVISION, NORTH WEST REGION.

<EMERGENCY PROCEDURE>

S/N	Project	Locality	Amount for bid bond	Project Amount	COST OF TENDER FILE	Duration in months
01	THE SUPPLYING AND INSTALLATION OF PUBLIC LIGHTING BASED ON SOLAR PANNEL POWER IN SOME PRIORITY ROADS IN MBIAME HEAD QUARTERS, MBVEM SUB DIVISION IN BUI DIVISION, NORTH WEST REGION.	Mbiame Municipality	500,000	25,000,000	50,000	03

PROJECT OWNER: THE MAYOR OF MBIAME COUNCIL

**FUNDING: MINHDUPUBLIC INVESTMENT BUDGET - 2024** 

AUTHORIZATION No: 583810802641629524112821

**IMPUTATION: IZ05899** 

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# PART 01 TENDER NOTICE

### REPUBLIC OF CAMEROON

Peace-work-fatherland
MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

North West Region Bui Division MBIAME COUNCIL

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## REPUBLIQUE DU CAMEROUN

Paix-Travail-Patrie MINISTERE DE LA DECENTRALISATION ET DU DEVELOPPEMENT LOCAL

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# MBIAME COUNCIL INTERNAL TENDERS BOARD

## TENDER NOTICE OPENED NATIONAL INVITATION TO TENDER FILE N°:06/ONIT/MINDDEVEL/BU/MC/MCITB/2024OF 16/02/2024 FOR THE SUPPLYING AND INSTALLATION OF PUBLIC LIGHTING BASED ON SOLAR PANNEL POWER IN SOME PRIORITY ROADS IN MBIAME HEAD QUARTERS, MBVEM SUB DIVISION IN BUI DIVISION, NORTH WEST REGION.

# <EMERGENCY PROCEDURE>

FUNDING: PIB 2024

S/N	Project	Locality	Amount for bid bond	Project Amount	COST OF TENDER FILE	Duration in months
01	THE SUPPLYING AND INSTALLATION OF PUBLIC LIGHTING BASED ON SOLAR PANNEL POWER IN SOME PRIORITY ROADS IN MBIAME HEAD QUARTERS, MBVEM SUB DIVISION IN BUI DIVISION, NORTH WEST REGION.	Mbiame Municipality	500,000	25,000,000	50,000	03

# 1. Subject of the invitation to tender

The Mayor of Mbiame Council, the Delegated Contracting Authority, on behalf of the Republic of Cameroon, hereby launches an open invitation to tender, FOR THE SUPPLYING AND INSTALLATION OF PUBLIC LIGHTING BASED ON SOLAR PANNEL POWER IN SOME PRIORITY ROADS IN MBIAME HEAD QUARTERS, MBVEM SUB DIVISION IN BUI DIVISION, NORTH WEST REGION.

SUPPLYING AND INSTALLATION OF PUBLIC LIGHTING BASED ON SOLAR PANNEL POWER IN SOME PRIORITY ROADS IN MBIAME HEAD QUARTERS, MBVEM SUB DIVISION IN BUI DIVISION, NORTH WEST REGION.

## 2. Work consistency

The works include the following:

Preparatory works

- Installation of PV Components
- Construction of Supports
- Cabling
- Protection + Earth System
- Traning and Transportation



Participation is open under the same conditions to all Cameroonian companies and business 3. Participation concerned that have proven experience in the field of Solar installation in general

The works, subject of this invitation to tender, shall be financed by the Public Investments 4. Financing Budget MINHDU 2024.

5. Consultation of the tender file

The tender file may be consulted at the Mbiame Council office during working hours, as soon as this tender notice is published.

6 .Acquisition of the tender file The tender file may be acquired from the Mbiame Council office upon presentation of a non refundable treasury receipt of 50 000 (Fifty thousand) CFAF. Such a receipt shall identify the payer as representing the company that wants to participate in the tender.

7 .Presentation of the tender file

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

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

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

Each offer or bid drafted in English or French in seven (07) copies including the original and 8 .Submission of the tender file six (06) copies marked as such in accordance with the prescriptions of the tender file should be submitted against a receipt at the Mbiame Council Office not later than 07/03/2024 at 10 a.m local time and should carry the inscription:

"OPEN NATIONAL INVITATION TO TENDER"

N°: 06/ONIT/MINDDEVEL/BU/MC/MCITB/2024OF 07/03/2024

FOR THE SUPPLYING AND INSTALLATION OF PUBLIC LIGHTING BASED ON SOLAR PANNEL POWER IN SOME PRIORITY ROADS IN MBIAME HEAD QUARTERS, MBVEM SUB DIVISION IN BUI DIVISION, NORTH WEST REGION

# <EMERGENCY PROCEDURE>

«To be opened only during the bid opening session »

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

The bids not respecting the separation mode of the financial bid from the administrative and 9. Admissibility of bids technical bids shall be rejected.

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

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

The opening of the bids in one phase shall be done on the 07/03/2024 at 11a.m in the 10- Opening of bids Conference Hall of Mbiame Council by the competent tender board.

Only bidders may attend or be duly represented by a person of their choice, who has full knowledge of the file and mandated in that capacity.

# 11- Submission of bids timeframe

Bidders have twenty-one (21) days for the submission of their bids with effect of the date of publication of the tender notice.

## 12. Execution deadline

The maximum execution deadline shall be four (04) calender months, including the rainy season and other vagaries, with effect from the date of notification of the administrative order of work commencement.

# 13. Provisional Guarantee (Bid bond)

Each bidder must include in his administrative documents a bid bond issued by a first-rate bank approved by the Ministry in charge of Finance featuring in the annex of the tender file of the sum of five hundred thousand france (500 000) FCFA.

The provisional deposit shall be automatically released not later than 30 (thirty) days following the expiry of the validity of the bids for bidders who shall not be retained. In the case where the bidder is awarded the contract, the provisional deposit shall be released after the constitution of the final bond.

## 14. Evaluation of the bids

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

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

The criteria of evaluation are the following:

## 14.1-Eliminatory criteria

## 14.1.1- Administrative documents

- Any offer not in conformity with the prescriptions of this tender file shall be declared inadmissible. Especially the lack of the provisional guarantee;
- False declaration or falsified documents.

## 14.1.2- Technical file

- Incomplete or non compliant documents;
- False declaration, forged or scanned documents;
- Non existence in the technical file of the rubric « organization, methodology and planning »
- Absence of the prefinancing capacity of at least TWENTY FIVE million FCFA (25,000,000) CFA F.
- Technical assessment mark lower than 75% of "YES".

## 14.1.3- Financial offer

- Incomplete financial offer;
- Non compliant documents;
- Omission of quantified unit price in the financial offer;

## Essential criteria:

The technical offer of the hidder shall be assessed along the following lines

The te	chnical offer of the bidder shall be assessed along the following lines:	MARKS
TOT	Designation 1	
01	General Presentation of the offer: Document spirally bound, colour sheets separation, table of content, presentation of documents in the order given in this	01
	tender file, quality of document.	04
02	the project, CV, and attestation of availability significantly should	01
03	justify the property of the necessary material to the excession	
04	Reference of the enterprise:  Turnover in the past two years;	03
	Experience in solar energy installation  Presence of the methodology of work execution	04
05	Presence of the methodology of work  Presence of the prefinancing capacity	01

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

15. Award of the contract The contract shall be awarded to the bidder whose bid is in conformity with the dispositions of the tender file and on the basis of the lowest bid and technical quality. (See article 99 of the public contracts code).

# 16. Period of validity of bids

The bidders shall remain committed to their bids during a period of (one hundred and twenty) 120 days from the deadline set for the submission of bids.

# 17. Complementary information

Complementary technical information may be obtained every day during working hours from the Mbiame 1 6 FEV 2024 Council Office. Tel: 677740854/675999964

MBIAME, the.....

The Mayor Mbiame Council

Copies:

- ARMP (for publication and archives);

- Chairperson of TB (for information);

- Notice boards (for information).

### REPUBLIC OF CAMEROON

Peace-work-fatherland MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

North West Region **Bui Division** MBIAME COUNCIL

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## REPUBLIQUE DU CAMEROUN

Paix-Travail-Patrie MINISTERE DE LA DECENTRALISATION ET DU DEVELOPPEMENT LOCAL

Region du Nord-Ouest Department de Bui COMMUNE DE MBIAME

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Appel d'Offres National Ouvert en Procédure d'urgence N° 05/ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 16/02/2024

POUR LES TRAVAUX DE ; FOURNITURE ET INSTALLATION DE PANNEAUX SOLAIRES DANS CERTAINES ROUTES PRIORITAIRES DU SIEGE DE MBIAME DANS L'ARRONDISSEMENT DE MBVEN DÉPARTEMENT DU BUI, RÉGION DU NORD-OUEST. < EMERGENCY PROCEDURE>

# FINANCEMENT: BIP MINHDU 2024

Lot N°	Projet	Localité	Montant Caution de Soumission	Montant du Projet	COUT	Délai en Mois
01	Forniture et installation d'energie solaire (LAMPADAIRE) dans arrondiseemnet de Mbiame, department de Bui.	Commune de Mbiame	500,000	25,000 000	50,000	04

# 1.- Objet de l'Appel d'Offres

Le Marie de la commune de Mbiame, Autorité Contractante, lance pour le compte de la republique du cameroun, un appel d'offres national ouvert en procedure d'urgence pour les travaux de Forniture et installation d'energie solaire (LAMPADAIRE) dans arrondiseemnet de Mbiame, department de Bui. C'est un seul lot:

LOT UNIQUE: Forniture et installation d'energie solaire (LAMPADAIRE) dans arrondiseemnet de Mbiame, department de Bui.

2.- Consistance des travaux

Les prestations comprennent les opérations suivantes :

- Preparatory works
- Installation of PV Components
- Construction of Supports
- Cabling
- Protection + Earth System
- Traning and Transportation

### 3.- Participation

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

## 4.- Financememt

Les travaux, objet du présent Appel d'Offres, sont financés par BUDGET D'INVESTISSEMENT PUBLIC MINHDU, Exercice 2024.

# 5.- Consultation du dossier d'Appel d'Offres

Le dossier d'appel d'offres peut être consulté aux heures ouvrables auprès de la COMMUNE DE MBIAME, (Service Technique) dès publication du présent avis.

# 6.- Acquisition du dossier d'Appel d'Offres

Le dossier d'appel d'offres peut être obtenu aux heures ouvrables auprès de la COMMUNE DE MBIAME, (Service Technique) sur présentation d'une quittance de versement d'une somme non remboursable de 50 000 (Cinquante mille) francs CFA au Trésor. Cette quittance devra identifier le payeur comme représentant l'entreprise désireuse de participer à l'Appel d'Offres.

## 7.- Présentation des offres

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

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

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

## 8.- 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, conformes aux prescriptions du Dossier d'Appel d'Offre, devra être déposée contre un récépissé sous plis fermé, dans les salles de conference de la Commune de Mbiame, au plus tard le 07/03/2024 à 10 heures, heure locale et devront porter la mention:

## Appel d'Offres National Ouvert en Procédure d'urgence N°06/ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 16/02/2024

FOURNITURE ET INSTALLATION DE PANNEAUX SOLAIRES DANS CERTAINES ROUTES PRIORITAIRES DU SIEGE DE MBIAME DANS L'ARRONDISSEMENT DE MBVEN ; DÉPARTEMENT DU BUI, RÉGION DU NORD-OUEST. <EMERGENCY PROCEDURE>

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

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

## 9.- Recevabilité des offres

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

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

## 10.- Ouverture des offres

L'ouverture des offres aura lieu en un temps le 07/03/2024 à 11 heures précises dans la salle des Conferences de la Commune de Mbiame, par la Commission de Passation des marchés Compétente en présence des soumissionnaires.

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne de leur choix ayant une parfaite connaissance du dossier et mandater à cet effet.

# 11.- Délai de réponse des soumissionnaires

Pour cet Appel d'Offres, le délai de réponse est fixé à vingt (20) jours calendaires aux entreprises désireuses d'y participer à compter de la date de publication de l'Avis d'Appel d'Offres.

# 12.- Délai d'exécution des travaux

Le délai global d'exécution des travaux est de quatre (04) mois calendaires. Ce délai comprend les périodes des pluies, toutes les intempéries et sujetions diverses et court à compter de la date de notification de l'ordre de service de commencer les travaux.

# 13.- Cautionnement Provisoire (Garantie de soumission)

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie, selon le modèle indiqué dans le dossier d'Appel d'Offres, par une banque de premier ordre agrée par le Ministère des Finances et dont la liste figure en annexe d'un montant égal à cinq cent mille (500 000) francs CFA.

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

## 14.- Evaluation des Offres

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

- > 1ère étape : Vérification de la conformité du dossier administratif de chaque soumissionnaire ;
- > 2<sup>ème</sup> étape : Evaluation des offres techniques ;
- 3ème étape : Analyse des offres financières.

Les critères d'évaluation des offres sont les suivants :

### 14.1-Critères éliminatoires

## 14.1.1-Pièces administratives

- Toute offre non conforme aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence ou l'insuffisance de la caution provisoire de soumission.
  - réception provisoire n'a pas encore été commencée ;
- Fausse déclaration ou documents falsifiés.

## 14.1.2-Offres techniques

- Dossier incomplet ou pièces non conformes ;
- Fausse déclaration ou documents falsifiées ou scannés;
- Non existence dans l'offre technique de la rubrique « organisation, méthodologie et planning » ;
- Absence d'une capacité de préfinancement d'au moins VINGT CINQ million (25,000,000) francs CFA.
- Toute entreprise disposant d'un projet de 2020 notifié pour débuter en 2020 et ce qui n'a pas encore le commerce;
- De façon systématique, toute offre n'ayant pas atteint ou dépassé après évaluation technique, la barre de 75 % du OUI sera écartée et non éligible à l'analyse financière;

## 14.1.3-Offres financières

- Offre financière incomplète;
- Pièces non conformes;
- Omission dans l'offre financière d'un prix unitaire quantifié;
- Absence d'un sous-détail de prix ;
- Modification du model du sous-détail de prix unitaire.

### Critères essentiels

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

NO.	<b>Désignation</b>	Nombre de point
1	Présentation générale de l'offre : Reliure, Intercalaire de couleur et page de garde, Présentation de toutes les pièces dans l'ordre	01
2	prescrit, Qualité du document.  Qualité du personnel: Qualifications, expérience du personnel affecté au projet, CV, CNI et attestation de disponibilité daté et	04
3	signé.  Moyens techniques et matériels affectés au projet : L'entreprise devra justifier la propriété du matériel nécessaire à l'exécution des travaux.	01
4	Références de l'entreprise :  Chiffes d'affaire des deux dernières années ;  Expérience dans les travaux d'installation de système à	03
5	energie solaire  La présence de la Méthodologie d'exécution des travaux	04
06	La présence de la Capacité de préfinancement	01

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

# 15.- Attribution de la lettre commande

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

# 16.- Délai de validité des offres

Les soumissionnaires restent engagées par leurs offres pendant une période de cent vint (120) jours, à compter de la date limite fixée pour la remise des offres.

# 17.- Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus tous les jours aux heures ouvrables auprès de la Commune de Mbiame. Tel : 677740854/675999964

> Mbiame, le. 1 6 FEV 2024 Le Maire, Commune Mbiame William Sounng

#### Ampliations:

- ARMP (pour publication et archivage);
- Président CPM (pour information);
- Affichage.



# PART 02 GENERAL REGULATIONS FOR THE INVITATION TO TENDER (GRIT)

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# GENERAL RUGULATION FOR THE INVITATION TO TENDER

## A.-GENERALITIES

Article 1: Scope of the bid The Mayor of Mbiame Council hereinafter referred to as the Delegated Contracting Authority, launches an open national invitation to tender in for the execution of the work described in the special clauses of this call for tenders (RFP). It is referred as "the SUPPLYING AND

# INSTALLATION OF PUBLIC LIGHTING BASED ON SOLAR PANNEL POWER IN SOME PRIORITY ROADS IN MBIAME HEAD QUARTERS, MBVEM SUB DIVISION IN BUI DIVISION, NORTH WEST REGION.

- The successful bidder or contractor must complete the work within the period indicated in the RFP, and which runs from the date of notification of the service order (SO) to start the work. 1.2.
- In this present invitation to tender (LPO), the term "day" refer to a calendar day.

The above works, subject of the present invitation to tender, are financed by the Public Article 2: Funding Investment Budget MINHDU, 2024 financial year.

- Article 3: Fraud and corruption 3.1. The Delegated Contracting Authority requires that bidders and contractors respect strictly the rules of professional ethics during the procurement process and execution of this contract. Under this principle:
- a. The following definitions are applicable:
  - I. Is guilty of "corruption" anyone who offers, gives, solicits or accepts any benefit to influence the action of a public official in the allocation or the execution of a contract.
  - II. Is engaged in "fraudulent practices" anyone who distorts or misrepresents facts in order to influence the award or execution of a contract.
  - III. "Collusive practices" are any form of agreement between two or more bidders (with the knowledge of the Delegated Contracting Authority or not) to artificially maintain prices of the offers at a level not corresponding to those that would result from the competition.
  - IV. "Coercive practices" are any form of damage to persons or their property or threats against them to influence their action in the attribution or the execution of a Contract.
  - b. Shall reject any award proposal if it is proven that the proposed contractor is, directly or through an agent, convicted of corruption or engaged in fraudulent, collusive or coercive practices for the award of the said contract.
  - 3.2. The Minister of Public Contracts, Authority in charge of public contracts may on a provisional basis, take a decision to band or suspend any bidder for a period not exceeding two (2) years, that is found guilty of influence, conflicts of interest, fraud, corruption or production of no-authentic documents in the bid submission, without prejudice to the criminal prosecution that could be engaged against him.

# Article 4: Qualification of bidders

- 4.1. Bidders shall, as part of their bid:
- a. Submit a power of attorney.
- b. Submit all information (complete or update the information attached to their application for pre-qualification may have change, to the case where the candidates were the subject of a prequalification) requested from bidders, in the OMPP, to establish their qualification to run the contract.

The following information is required if applicable:

- i. The production of certified balance sheets and a recent turnover figure.
- ii. Access to a credit line or provision of other resources;
- iii. Previous jobbing orders and ongoing contracts attributed;
- iv. On-going disputes;
- v. The availability of the necessary equipment.
- 4.2. The bids submitted by two or more grouped entrepreneurs (co-contracting) must meet the following conditions:
  - a. The offer must include for each of the bidders in the co-contracting, all the information listed in section 4.1 above. The special regulation of the Call for Tender (SRCT) must specify the information to be provided by each Member of the Group;
  - b. The nature of the group must be specified and justified by the production of a group agreement in good and due form;
  - c. The Member of the Group designated to lead, shall represent all the enterprises engaged in the consortium in front of the Delegated Contracting Authority for the execution of the contract;
  - d. In case of co-contracting, co-contractors share the amounts that are paid by the Delegated Contracting Authority in a single account; however, each company is paid by the Delegated Contracting Authority in a unique account, when it comes to a joint group.
  - 4.3. Bidders must also submit detailed proposals to show that they conform to the technical specifications and the time frames specified in the special regulation of the Call for Tender.
  - 4.4. Bidders requesting for a preferential margin, must provide all the information necessary to prove that they meet the eligibility criteria described in the special regulation of the Call for Tender.
    - 4.5 The bidder must not have been excluded from bidding for public contracts.
  - 5.1 Each bidder shall visit and inspect the site of the work and its surroundings and by himself, Article 5: The site visit and under his own responsibility, gather all the information as may be necessary for the preparation of the bid and the performance of the work. An attestation of site visit shall be signed by the bidder. The observations of the bidder will be recorded in the site visit report annexed to the technical offer.
  - 5.2 The Project Owner shall authorise the bidder and his employees or agents to enter the premises and the land for the said visit, but only on the express condition that the bidder, his employees and agents free the Project Owner, his employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss or material damages, costs and fees incurred from this visit.

# Article 6: Building materials, materials, supplies, equipment and authorised services

- 6.1 Building materials, the contractor's materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of the contract shall be limited to the said building materials, materials, supplies, equipment and services.
- 6.2 Within the meaning of this 6.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

## B. TENDER FILE

- Article 7: Contents of tender file 7.1. The tender file describes the works, subject of the contract, establishes the consultation procedures of the contractors and special contract conditions. In addition to the amendment(s) published in conformity to article 8 of the General regulations of the invitation to tender (RGAO), it includes the following documents:
  - The invitation to tender written in French and English (AAO); 1)
  - General Regulation of the invitation to tender (RGAO); 2)
  - Special Regulation of the invitation tender (SRIT); 3)
  - Specification of the Special Administrative Clauses (CCAP); 4)
  - Specifications of the special Technical Clauses (CCTP); 5)
  - Unit price schedule; 6)
  - Bill of Estimates and Quantities; 7)
  - Format of Sub-Detail of unit prices; 8)
  - Drawings and other elements of the technical file; 9)
  - Model engagement letter by bidder; 10)
  - Model bid submission letter; 11)
  - Model bid bond: 12)
  - 13) Model performance guarantee;
  - 14) Model bank guarantee for the refund of start-up advance;
  - 15) Model of draft contract;
  - 16) Lists of banks of 1st order approved by the Ministry in charge of finance;
  - 17) Table of references of the bidder:
  - 18) Table of key materials and equipment of the contractor;
  - 19) Model of qualification and experience of the key personnel responsible for enforcement of the contract.
  - 7.2. The bidder must consider all of the regulations, forms, conditions and specifications contained in the Tender File. He is invited to provide all the information requested and to prepare a compliant offer in all aspects. Any deficiency can lead to the rejection of its offer.

Article 8: Clarification made to the tender file

8.1. Any bidder seeking clarification on the Tender File can apply to the Delegated Contracting Authority in writing at the address of the Delegated Contracting Authority indicated in the tender notice. The Delegated Contracting Authority will respond in writing to any request for clarification received at least fourteen (14) days before the date of depositing of bids.

A copy of the response of the Delegated Contracting Authority, indicating the question but not mentioning its author, is addressed to all bidders who purchased the Tender File.

- 8.2. Between the publication notice including the phase for the pre-qualification of candidates and the opening of the bids, any bidder who is aggrieved in the public contracts award procedure may petition to the Minister in charge of Public Contracts.
- 8.3. The appeal must be addressed to the Delegated Contracting Authority with copies transmitted to the Chairperson of the Tendesr Board and to the organ in charge of the regulation.

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

8.4. The Delegated Contracting Authority has five (5) days to respond. The response is transmitted to MINMAP and to the organ in charge of the regulation.

Article 9: Modification of the tender file

- 9.1. The Delegated Contracting Authority can, at any time before the deadline of depositing of bids and for any reason, whether on its own initiative or in response to a request for clarification by a bidder, modify the tender file by publishing the amendment.
- 9.2. Any amendment so published will be an integral part of the tender file as presented in Article 6.1 of the RGAO and will be communicated in writing to all bidders who purchased the Tender File.
- 9.3. To give bidders sufficient time to take account of the amendment in the preparation of their bids, the Delegated Contracting Authority could extend the deadline of submission of bids, as much as necessary, the deadline for offers, in conformity with the provisions of section 19 of the RGAO.

## C. PREPARATION OF BIDS

Article 10: Costs of submission

The candidate will bear all the costs associated with the preparation and presentation of his bids, and the Delegated Contracting Authority and the project owner are not responsible for any of these costs, or to settle them, regardless of the conduct or outcome of the tender procedure.

Article 11: Language of bid

The bid, all correspondences and all documents exchanged between the bidder and the Delegated Contracting Authority will be written in English or French.

Article 12: Composition of bid

12.1. The bidder's bid will include documents detailed in the Special Regulations of the invitation to tender, duly completed and grouped in three volumes:

## a. Volume 1: Administrative documents

#### It includes:

I. All documents stating that the bidder:

- Has complied with all declarations provided for by the laws and regulations in force;
- Is current with his taxes, contributions, fees or levies of any kind whatsoever;

- Is not in a State of liquidation or bankruptcy;

- Is not caught by one of the prohibitions and disqualifications criteria provided for by the legislation in force.
- II. Bid bond(s) issued is in conformity with the provisions of article 15 of the present RGAO;

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

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

# V. Localization plan is duly signed by the authority concerned

#### b. Volume II: Technical File

#### It includes:

- I. Attestation of site visit and the site visit report;
- II. Personnel: the contractor will present the competent technical staff and workers he intends to hire before the beginning of the work (attach to each staff CV signed by the candidate, certified copy of technical diploma, attestation of presentation of original and the attestation of availability signed by the candidate);
- III. Site equipment: The contractor shall justify the ownership and the State of the equipment necessary for the performance of the work (providing registration certificates, invoices and certificates of technical visit of rolling equipment);
- IV. References of the company (the contractor will provide contracts or Jobbing orders for similar work carried out as well as related minutes of reception);
- V. The technical note on the methodology of intervention of the work: the company will produce a technical note dated and signed providing all the information concerning the mode of execution of the works, the planning of intervention, the expected output, provision of materials or site materials, the potential advantages in terms of safety of the environment and the Organization of the company;
- VI. The CCTP duly initialed on each page and signed on the last page;
- VII. Attestation of solvency of the contractor.
- VIII. Commentaries (optional)

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

### c. Volume 3: Financial File

#### It includes:

- The tender specimen form, in original drafted according to the model attached, stamped at the rate in force, signed and dated;
- II. The unit price schedule duly completed, with an indication of the unit price excluding VAT in letters and figures;
- III. Bill of estimates and quantities completed;
- IV. Sub-details of the different prices according to the model attached;

Bidders will therefore use the parts and models provided in the Tender File, subject to the provisions of section 16.2 of the RGAO on the other possible forms of bid security.



Article 13: Amount of bid

- 13.1. Unless otherwise indicated in the Tender File, the amount of the contract will cover all of the work described in section 1.1 of the RGAO, on the basis of the bill of quantity and cost estimates presented by the bidder.
- 13.2. The bidder will fill the unit and total price of all the items as well as the detail estimated quantities.
- 13.3. Subject to contrary provisions in the RPAO and CCAP, all the taxes and fees payable by the contractor in respect of the future contract, where otherwise, thirty (30) days before the deadline for submission of bids will be included in the bid prices and in the total amount of its offers.
- 13.4. If the terms of revision and/or updating of prices are provided in the contract, the date of establishment of the initial price and methods of review and/or discount price must be specified. Provided that any contract whose execution time is at most equal to one (1) year may not be the subject of price revision.
- 13.5. All unit prices shall be justified by sub-details established in accordance with the format proposed in section of sub detail for prices.

# Article 14: Bid Currency and settlement

- 14.1. The amount of the contract is written entirely in CFA FRANCS. The amount of the bid, the unit price of the prices schedule and quantitative and estimated detail prices are labeled entirely in CFA FRANCS in the following manner:
  - (a) Prices will be entirely denominated in CFA FRANCS. The bidder willing to spend money in other currencies for the execution of the work, will indicate in annex to the submission, the percentage of the amount of the offer required to cover needs in foreign currencies, without exceeding a maximum of three currencies of Member country of the institution financing the contract.
  - (b) The exchange rates used by the bidder to convert its offer in national currency will be specified by the bidder in the annex of the submission. They will be applied for any payment in respect of the contract, so that no foreign exchange risk is supported by the winning bidder.

Article 15: Validity of bids

- 15.1. The bids shall remain valid for one hundred and twenty (120) days. Any offer with validity less than this period will be rejected by the Delegated Contracting Authority.
- 15.2. In exceptional circumstances, the Delegated Contracting Authority may seek the consent of the bidder for an extension of the period of validity. The application and responses to be made will be in writing. The validity of the submission guaranty under article 15 of the RGAO will be similarly extended for a corresponding period. A bidder may refuse to extend the validity of the offer without losing its bid bond. A bidder who agrees for an extension will not be asked to modify its offer, or will be allowed to do so.
- 15.3. When there is no article in the contract for the revision of prices and the period of bid validity is extended over sixty (60) days to the date of notification of the contract award or of the service order to start work to the successful bidder, as provided in the CCAP, the effect of actualization is not taken into account for the purposes of the assessment.

Article 16: Guarantee of submission

- 16.1. In application of article 10 of the RGAO, the bidder will provide a bid bond of the amount specified in the OMPP, which will be an integral part of its bid.
  - 16.2. The bid bond must be in conformity with the model presented in the Tender File.
- 16.3. Any bid not accompanied by an acceptable bid bond will be rejected by the tenders' board as no-compliant. The bid bond of a group must be established in the name of the agent mandated to submit the bid and each member of the grouping must be mentioned.
- 16.4. The bid bonds and bids of unsuccessful bidders shall be returned within a period of fifteen (15) days from the date of publication of the results.
- 16.5. The bid bond of the successful bidder shall only be released as soon as the latter has signed the contract and has provided the required performance guarantee.
  - 16.6. The bid bond may be seized:
    - a. If the bidder withdraws his bid during the period of validity;
    - b. If the bidder selected:
      - ☐ Fails to fulfill its obligation to accept the contract pursuant to the results of award of the contract, or
      - ☐ Fails to provide the performance guarantee pursuant to section 30 of the RGAO.

#### Article 17: Form and signature of the bid

- 17.1. The bidder will prepare an original of the constituent documents of the bid described in section 11 of the RGAO, in a volume bearing clearly the indication "ORIGINAL". In addition, the bidder shall submit the number of copies required by the OMPP, bearing the indication "COPY". In case of discrepancy between the original and the copies, the original will be taken.
- 17.2. The original and all copies of the offer must be typed or written in eligible ink and will be signed by the person duly empowered to sign on behalf of the bidder. All pages of the bid including overleaf will be initialed by the person (s) mandated to sign the offer.
- 17.3. In the offer there shall be no amendment, deletion or overloading, unless such corrections are initialed by the signatories of the bid.

#### D. SUBMISSION OF BIDS

#### Article 18: Sealing and marking of bids

- 18.1. The bidder will place the original and copies of the constituent documents of the bids in two separate and sealed envelopes marked "Original" and "Copy", as the case may be. These envelopes will then be placed in an outer envelope which will also have to be sealed, but that should give no indication of the identity of the bidder.
  - 18.2. The inner and outer envelopes
  - a. Will be addressed to the Delegated Contracting Authority as indicated in the OMPP:
- b. Will bear the name of the project, the number of the invitation to tender in the OMPP, and the mention "To be opened only during the bid opening session" and also specify the lots.
- 18.3. The inner envelopes shall bear the name and address of the bidder to enable the Delegated Contracting Authority to return the offer sealed if it was submitted after the date and time limit under the provisions of article 19 of the RGAO or to satisfy the provisions of article 20 of the RGAO.

18.4. If the outer envelope is not sealed and marked as specified in sections 17.1. and 17.2. above, the Delegated Contracting Authority will not be responsible if the offer is lost or open prematurely.

Article 19: Date and time limits to deposit bids

- 19.1. Bids must be received at the Mbiame Council at the specific date and time indicated in the Special Regulation for the Invitation to Tender.
- 19.2. The Delegated Contracting Authority may at his discretion extend the deadline fixed for the deposition of bids by publishing another date in accordance with the provisions of section 7 of the RGAO. In this case, all the rights and obligations of the bidders and the Delegated Contracting Authority previously governed by the initial date limit shall be governed by the new date limit.

Article 20: Bids out of time

Any bid coming in after the date and time limit for the submission of bids under article 19 of the RGAO will be declared out of time and, therefore, not receivable.

Article 21: Modification, Substitution and withdrawal of bids

- 21.1. A bidder may modify, replace or withdraw his bid after submission, provided a written notification for the modification or withdrawal is received by the Delegated Contracting Authority before the expiration of the period prescribed for the submission of bids. Such notification must be signed by a mandated representative. Modification or the corresponding bid to be replaced shall be attached to the written notification. The envelopes should be clearly marked depending on the situation, the mention "Withdrawal" and "Offer of replacement" or "Modification."
- 21.2. The notification of the modification, replacement or the withdrawal of the bid by the bidder shall be prepared, sealed, marked and sent in accordance with the provisions of section 15 of the RGAO. Withdrawal may also be notified by fax, but must in this case be confirmed by a duly signed written notice, with the date, the postmark being authentic, and must not be after the deadline set for the submission of tenders.
- 21.3. The bids which the bidders asked for the withdrawal pursuant to section 21.1 will be returned to them without having been opened.
- 21.4. Bid cannot be withdrawn within the interval between the deadline for the submission of bids and the expiration period of validity of the bid as on the bid form. The withdrawal of bid by any bidder during this interval leads to the bid bond being forfeited pursuant to the provisions of article 16.6 of the RGAO.

# C. OPENING AND EVALUATION OF BIDS

Article 22: Opening of Bids

The tender's board shall proceed to open the bids in the presence of the bidders or their duly mandated representatives having a perfect knowledge of the bid.

Article 23: Confidential nature of the procedure

23.1. No information on the examination, evaluation, comparison of the bids, the verification of the qualification of bidders, and the recommendation of award of the contract shall be given to bidders or to any other person not concerned in this process until the award of the contract shall be made public by the Delegated Contracting Authority.

- 23.2. Any attempt by a bidder to influence the Tender's board or the Sub-Committee for analysis in the evaluation of bids or the Delegated Contracting Authority in the award decision may lead to rejection of his bid.
- 23.3. Notwithstanding the provisions of paragraph 19.2, between the opening of bids and the award of the contract, if a bidder wishes to enter in contact with the Delegated Contracting Authority for reasons related to his bid, he must do so in writing.

Article 24: Clarification on the bids and contact with the Delegated Contracting Authority

- 24.1. To facilitate the examination and comparison of bids, the Chairman of the Tender's board may, at his discretion, ask any bidder for clarification on the bidder's bid. The request for clarification and the response shall be in writing, but no change in the amount or the content of the submission is sought, offered or permitted, unless it is necessary to confirm the correction of arithmetic errors discovered by the Sub-Commission for analysis in the evaluation of bids.
- 24.2. Subject to the provisions of paragraph 1 above, bidders are not allowing to have contact with any member of the tender's board and that of the Sub-committee for analysis for issues related to their bids, between the opening of bids and the award of the contract.

Article 25: Determining the conformity of bids

- 25.1. The Sub-Commission for analysis shall carry out a detailed examination of the bids to determine if they are complete, if the required guarantees have been provided, if the documents were properly signed and bids are generally in good order.
- 25.2. The Sub-Commission shall determine if the bid is substantially responsive to the requirements of the Tender File based on its content without recourse to extrinsic evidence.

Article 26: Correction of errors

- 26.1. The Sub-Commission shall check the bids found substantially responsive with the requirements of the Tender File for any correction of arithmetic errors. The Sub-Commission for analysis will correct the errors in the following ways:
  - a. If there is a contradiction between the unit price and the total price obtained by multiplying the price by the amount, the unit price will govern and the total price will be corrected, unless, in the opinion of the Sub-Commission for analysis, the comma of the decimal digits of the unit price is obviously poorly placed, in which case the total price indicated will prevail and the unit price will be corrected.
  - b. If the total obtained by addition or subtraction of the subtotals is not correct, the subtotal as indicated will govern and total will be corrected.
  - c. If there is a contradiction between the price indicated in words and figures, the amount in words will govern, unless this amount is related to an arithmetic error confirmed by the sub detail of the said price, in which case the amount in figures will prevail subject to paragraphs (a) and (b) above.
  - d. If there is a contradiction between the amount in the unit price in the bill of quantities and estimates, and the unit price breakdown (sub-detail), the amount in the unit price break down shall govern.
  - 26.2. The bid amount will be corrected by the Sub-Commission for analysis, in accordance with the procedure of correction of errors mentioned above and with the confirmation of the bidder, such amounts will be deemed to hire him.

26.3. If the bidder having presented the lowest evaluated bid price does not accept the corrections on his bids, his offer will be rejected and the bid bond forfeited.

Article 27: Evaluation and comparison of the financial bid (offer)

Only offers accepted, in conformity according to the provisions of section 24 of the RGAO, will be evaluated and compared by the Sub-Commission for analysis. By evaluating the bids, Sub-Commission for analysis will determine for each bid the evaluated amount

by correcting the amount as follows:

- By correcting any possible error in accordance with the provisions of article 25 of the RGAO.
- Excluding provisional sums and, the provisions if any, for contingencies in the detail bill of quantities and summary, but by adding the amount of day work, when they are competitively priced as specified in the OMPP.

#### F. ATTRIBUTION OF CONTRACT

#### Article 28: Award

The Delegated Contracting Authority will award the contract to the bidder whose bid has been recognized substantial responsive to the requirement of the Tender File and which has the technical and financial capacity required to carry out the contract in a satisfactory way and in which the bid has been evaluated the lowest.

#### Article 29: Right of the Delegated Contracting Authority to declare an invitation to tender unfruitful (unsuccessful) or cancel a procedure

The Delegated Contracting Authority reserves the right to cancel a tender procedure only after approval from the Minister Delegate in charge of Public Contracts when the bids have opened or declare a tender unsuccessful following the opinion of the competent tender's board, without thereby incurring any claims from the affected bidders.

#### Article 30: Notification of the award of the contract

Before the expiry of the bid validity period fixed by the Special Regulation for Invitation to Tender, the Delegated Contracting Authority shall notify the award of the contract to the successful contractor confirmed by fax, by registered letter or by any other means available to do it. This notification letter will indicate the amount HT that the Delegated Contracting Authority shall pay to the contractor in respect of execution of works and the duration.

#### Article 31: Publication of the award decision and redress

The award of a contract shall be materialised by a decision of the Delegated Contracting Authority and notified to the successful bidder.

Any decision by the Delegated Contracting Authority to award a public contract shall be published; including the price and deadline, in the Journal of Public Contracts (JDM) published by the organ in charge of the regulation of public contracts or in any other publication authorised to do so.

Once the results awarding a contract are published by the DelegatedContracting Authority, bidders whose bids were not retained shall be informed of the rejection of their bids and invited to withdraw them within fifteen (15) days, except the copy meant for the organ in charge of the regulation of public contracts. Tenders that are not withdrawn within this deadline shall be destroyed without any claims being lodged by the bidder.

After publication of the results of the award, the Independent Observer's report, as well as the minutes of the award session to which is attached the report of the evaluation of bids, shall be communicated to any bidder or administration concerned upon request addressed to the Delegated Contracting Authority.

In case of any petition, it must be addressed to the Minister in charge of Public Contracts, with copies to the organ in charge of the regulation of public contracts, the Delegated Contracting Authority as well as the chairperson of the tenders' board.

On risk of being declared null and void, any petition must be formulated within a maximum of five (5) working days after the publication of result.

# Article 32: Signature of the Contract

The award of a contract shall be materialised by a decision of the Delegated Contracting Authority and notified to the successful bidder.

- 32.1. After the publication of the award decision, the draft contract subscribed by the successful bidder is transmitted to the competent tenders' board for examination and adoption.
- 32.2. The Delegated Contracting Authority has a time-limit of seven (07) days from the date of reception of the approved draft contract from the competent's tenders' board and subscribed by the successful bidder to sign the contract.
  - 32.3. The contract is notified to the contractor within five (05) days of signature.

### Article 33: Guarantees

- 33.1. The final bond must be constituted within twenty (20) days following the notification of the contract by the Delegated Contracting Authority guaranteeing of the complete execution of the contract.
- 33.2. The final bond may not be less than two percent (2%) and more than five percent (5%) of the initial value of the contract. It may be replaced by a bank caution issued by a banking establishment or first rate financial institution authorized in accordance with the instruments in force.
- 33.3. Small and medium-sized enterprises (SME) constituted of National capital and managed by nationals may, in lieu of the final bond, provide a stator lien or a bond issued by a banking establishment or first rate financial institution authorized in accordance with the instruments in force.
- The absence of the final bond within the prescribed time-frame, the DelegatedContracting Authority may decide to cancel or terminate the contract at the fault, expense and risk of the said contractor according to the conditions provided in the General Administrative Clauses (CCAG).

The following provisions, which are specific to the works being the subject of the invitation to tender in , supplement or, if necessary, modify the provisions of the RGAO.

	Introduction
1.	Definition of the works:  The present contract concerns supplying and installation of public lighting based on solar pannel power in some priority roads in mbiame head quarters, mbvem sub division in bui division, north west region.
	The description of the detailed work consistency is found in the special technical clauses which form an integral part of this contract.
	Name and Adress of the Delegated Contracting Authority: The MAYOR MBIAME COUNCIL Reference of the invitation to tender N°06/ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 16/02/2024
2	<b>Execution time-frame:</b> The maximum period of execution of works, which shall commence as from the date of notification to the Contractor of the administrative service order to start work shall be 04 (FOUR) months.
3.	Funding: Works concerned being subject of this invitation to tender, will be funded by the Public Investment Budget MINHDU, 2024 Financial Year.
4.	List of prequalified candidates: Not necessary
5.	Preference is given here to local materials, supplies and equipment i.e. made in Cameroon pending their conformity to technical norms.
6.	The principal qualification of bidders are the following

### Eliminatory criteria

## Administrative documents

- Incomplete or non compliant documents;
- False declaration forged or falsified documents.

#### Technical file

6.1

- Incomplete or non compliant documents;
- False declaration, forged or scanned documents;
- Non existence in the technical file of the rubric "organization, methodology and planning;
- Absence of the prefinancing capacity of at least twenty-five million (25,000,000) FCFA.
- Technical assessment mark lower than 75% of "YES".

#### Financial offer

- Incomplete financial offer;
- Non compliant documents;
- Omission of quantified unit price in the financial offer;
- Absence of a break down unit price.

#### Essential criteria:

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

1		
	a. General presentation	01
	b. Quality of Requested staff	04
	b. Quality of requested surf	01
6.2	c. Technical and material affected to the project	03
	d. Reference of the enterprise	155.55
	e. Presence of the methodology of work execution	04
	f. Presence of the prefinancial capacity	01

- 7. Site visit and preparatory meetings: Each bidder shall visit and inspect the site of the work and its surroundings and by himself, and under his own responsibility, gather all the information as may be necessary for the preparation of the offer and the performance of the work. An attestation of site visit shall be signed by the bidder. The observations of the bidder will be recorded in the site visit report annexed to the technical offer.
- Bid language: French and /or English 8.
- The bidder's bid will include documents detailed in the OMPP, duly completed and grouped in three volumes:

# (A) file of Administrative documents (in envelope A)

It shall consist of the following documents stapled or place in the following order of enumeration.

- 1. Undertaking by bidder stamped, signed and dated in conformity with the model attached
- 2. Attestation of non-bankruptcy dating less than 3 months, issued by the Court of competent



jurisdiction of the place of residence of the bidder.

- 3. Attestation of domiciliation of Bank account of the bidder issued by a bank or any other first order credit institution approved by the Ministry in charge of finance.
- 4. Bank guarantee (of the same bank) on the list of banking institutions of the first order approved by the Ministry in charge of finance, for an amount in francs CFA of 500 000 FCFA.
- 5. Treasury Receipt of purchase of the Tender File, as stipulated in the tender notice.
- 6. Attestation of C.N.P.S, valid and for the tender concerned.
- 7. A non-exclusion certificate attesting that the bidder is not the subject of a temporary or permanent exclusion from public contracts, dated at most 3 months and issued by ARMP
- 8. A Certified copy of taxpayer card valid, dated at most 3 months.
- 9. A certified copy of business license valid, dated at most 3 months
- 10. Plan and attestation of localization signed by the taxation authorities.

## (B) Technical file (in the B envelope)

1. List of key site personnel

Bidders must undertake to have employed or to employ, before the start of works, competent technical staff, (attach to each staff a CV dated and signed by the candidate, a certified copy of the technical diploma, an attestation of availability dated and signed by the candidate, certified true copy of NIC) notably.

- i. A works director who should be an Electrical Engineer with experience in the domain ofelectrical works.
- ii. A foreman (or several if necessary) with at least the level of HND certificate in ELECTRICAL TECHNOLOFY) with experience in the domain of electrical works
- 2. List of performant equipment

List of performance equipment the bidder intends to use on site using the form presented in the Tender File. The contractor shall justify the ownership or hiring and the State of the equipment necessary for the performance of the work.

II. Invoices dated for safety equipment (major equipment) and a list of small construction equipment or assorted tools signed by the head of the company.

#### 3. References

Experience of the company, in similar works. The bidder must justify its professional experience by presenting certified true copies of contracts (front and last pages) and minutes of provisional acceptance.

5. Self-financing capacity

Self-financing capacity:

An attestation of credibility issued by the same Bank that issued the bid bond.

- 6. CCTP duly initialed on each page, signed by the enterprise and dated on the last page.
- 7. CCAP duly completed, initialed on each page, signed by the enterprise and dated on the last page.

## (c) Financial documents (in Envelope-C)

It shall contain:

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

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

## Bid currency and settlement 1. The value of the contract shall be in national currency (FCFA). The amount of the bid, the unit prices, the Bill of quantities and sub detailed of unit prices shall be entirely in CFA FRANCS in the following manner: 2 Prices will be entirely settled in CFA FRANCS. Any bidder, who wants to engage expenditures in other currencies for the execution of the work, will indicate in an annex to his submission, the percentage of the amount of the offer required to cover the needs in foreign currencies, without exceeding a maximum of three currencies of Member countries of the institution financing the contract. 3 The exchange rates used by the bidder to convert its offer in national currency will be the rate of the day of the deposition of the bids. This exchange rate will be applied for any payment in respect of the contract, so that no foreign exchange rate risk is supported by the successful bidder. The contract prices are firm and non-revisable. Preparation and submission of bids The bidders shall remain committed to their bids during a period of (Sixty) 60 days from the 1. deadline set for the submission. 2. Provisional Guarantee (Bid bond): 500 000 (five hundred thousand) FCFA. The bids are for the execution period of 04 months. The evaluation method is specified below and in the General Administrative clauses: 3.

Submission of bids

Each offer or bid drafted in English or French in seven (07) copies including the original and six (06) copies marked as such in accordance with the prescriptions of the tender file should be submitted against a treasury receipt at the Mbiame Council Treasury not later than 28/02/2024 at 10 a.m local time and should carry the inscription:

"OPEN NATIONAL INVITATION TO TENDER" N° 06/ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 16/02/2024 FOR THE SUPPLYING AND INSTALLATION OF PUBLIC LIGHTING BASED ON SOLAR PANNEL POWER IN SOME PRIORITY ROADS IN MBIAME HEAD QUARTERS, MBVEM SUB DIVISION IN BUI DIVISION, NORTH WEST REGION.

#### Opening of the bids

The opening of the bids will be in one (1) stage. The opening of Administrative, technical and financial documents shall take place on the 07/03/2024 in the Mbiame Council Conference Hall by the competent tenders' board.

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

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

#### Clarification on the bids

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

#### **Examination of bids**

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

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

## Evaluation and comparison of bids

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

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

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

## Verification of the conformity of the administrative file;

#### Administrative documents

Eliminatory criteria will focus on the following aspects:

- Any offer not in conformity with the prescriptions of this tender file shall be inadmissible. Especially the lack of the provisional guarantee;
- False declaration or falsified documents.

#### Technical evaluation

Eliminatory criteria will focus on the following aspects:

- Incomplete or non compliant technical documents;
- False declaration; forged or scanned documents;
- Absence of the prefinancing capacity of at leastTWENTY FIVE million, (25,000,000)
   FCFA;
- Technical assessment mark lower than 75% of "Yes

#### Essential criteria

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

## a) The company's references:

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

## (b) Essential equipment

Essential equipment that the contractor should make available for the contract (registration documents, purchase receipt) shall be the following: small electrical tools

## C.The qualification of site personnel:

A works director who should be an Electrical ENGINEER with experience in the domain ofelectrical works.

ii. A foreman (or several if necessary) with at least the level of HND certificate in ELECTRICAL TECHNOLOGY) with experience in the domain of electrical works

## E. The self-financing capacity:

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

The available amount must be at least equal to 40% of the value of the works of the contract.

#### 7.4.1. 3 Other criteria

## General presentation of bids:

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

#### 7.4.1. 4 Evaluation Grid

# GRADING SCHEME - TECHNICAL FILE

GILL I	
ENTERPRISE:	
	I – PERSONNEL



	I-PERSONNEL			A CONTRACTOR OF THE PARTY OF TH
		EX	CISTENCE	ODGEDVATIONS
NO.	DESIGNATION	NO	YES	OBSERVATIONS
A	WORKS DIRECTOR - Electrical Engineer			
1	Certified true copy of diploma, attestation of presentation of original of diploma, C V dated and signed and Attestation of availability dated and signed			
В	SITE FOREMAN - HND Electrical technology			
1	Certified true copy of diplôma, attestation of poresentation of original of diploma, C V dated and signed and Attestation of availability dated and signed			
C	TEAM LEADER: - BACC in Electricity			
1	Certified true copy of diplôma, attestation of poresentation of original of diploma, C V dated and signed and Attestation of availability dated and signed			
D	Assistant TEAM LEADER: - CAP in Electricity	4		
1	Certified true copy of diplôma, attestation of poresentation of original of diploma, C V dated and signed and Attestation of availability dated and signed			
		-	/04 YES	
	TOTAL		704 113	
	NO to the point in question.			

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

#### II - REFERENCES

		FERENCES EXIS	TENCE	OBSERVATIONS
NO	DESIGNATION	NO	VES	
A	03 References in installations OF SOLAR STREET all taxes inclusive) for the past five years. The refere	nec biloura im.	s of provisior	nal reception for 2023
	projects and minutes of final reception for 2022-2019	9 projects		
1	projects and minutes of final reception for 2022-201	9 projects		
1 2	projects and minutes of final reception for 2022-201	9 projects		
1 2 3	projects and minutes of final reception for 2022-201  First project	9 projects	/03YES	

#### III -EQUIPMENT

		EXI	STENCE	
NO.	DESIGNATION  Proof of ownership or rental of a vehicle (Pick up 4 x 4) in good operating condition and a carte grise certified by the services of MINTRANSPORT with a current road worthy cerificate.	NO	YES 01	OBSERVATIONS
	Proof of electrical hand tools  TOTAL		/ 01 YES	

# IV - METHODOLOGY OF INTERVENTION AND WORK EXECUTION

		EXIST	EXISTENCE		
	DESIGNATION	NO	YES	OBSERVATION	
NO.	ACKNOWLEDGEMENT OF SITE ANI	PRESENTATION OF	THE COMP	ANY	
1-	ACKNOWLEDGEMENT OF SITE AND	711002			

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

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

			ANOT AMO		
	Organizational chart of the enterprise and organization chart of the site with detail coments and explanatory notes	1	A SAN		
2-	ACKNOWLEDGEMENT OF TECHNICAL SPECIFICATIONS AN EXECUTION DATE LINE	ND PLANNING OF	WORKS AND		
	A copy of CCTP (Special Technical Specification) duly initialed on each page, signed by the enterprise and dated on the last page.	1	CWIRALIZATIO		
	Planning of work execution with Model as indicated in the DAO.				
	Installation: Origin of materials with proof of manufacturer's test/ certificate of conformity.				
	Description of deployment of team				
3-	METHODOLOGY OF EXECUTION OF WORKS				
	Proper description of the methodology of execution of works <sup>6</sup>				
	Attestation of site visit with site visit report back by photos of the streets.				
	Description of health /safety /socio-economic and environmental measures at the project site	1			
	Description of maintenance measures during the guarantee period				
4	SOLAR ENERGY INSTALLATION				
	METAL WORKS: General guidelines for installation of poles.	1			
	<b>SOLAR COMPONENTS:</b> Description of inspection and tests for: protection of solar panels, inverters, batteries and installation of accessories. <sup>7</sup>				
	<b>Electricity:</b> Description of inspection and tests for : protection of cables, installation of solar street lighting cables, installation of accessories. <sup>7</sup>				
	TOTAL	/4YES			

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

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

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

4-According to the project to be carried out

5-See the model of planning of work execution attached.

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

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

#### V- SELF FINANCING CAPACITY

NO	DESIGNATION	EXISTENCE			
NO.		NO	YES	OBSERVATIONS	
1	<ul> <li>An attestation of financial credibility issued by the same Bank as for the bid bond (access to a credit or of other financial facilities to ensure the gross margin of self-financing necessary for the duration of the contract.) The available amount must be at least equal to 100% of the projected amount of the project.</li> <li>CCAP completed and initialed on all the pages. And signed, dated on the last page.</li> </ul>				
	TOTAL		/ 0 1YES		

#### VI- GENERAL PRESENTATION OF THE BIDS

NO.	DESIGNATION		ENCE	OBSERVATIONS	
		NO	YES		
1	Presence, clearness of all documents, presentation of document in the order given in the tender and properly bound, Table of				

contents, pages numbered and separators in a colour apart from white, quality of document.  TOTAL  TOTAL: GENERAL GLOBAL TECHNICAL NOTE		/1 YES	AAVES SE
VERIFICATION OF THE ADMINISTRATIVE D			A PA COMMUNE UP OF STANDARD OF

	ENTREPRISE:	YES	NO
01	Undertaking by bidder stamped, signed and dated in conformity with the model attached		
02	Attestation of non-bankruptcy dating less than 3 months, issued by the Competent jurisdiction		
03	Attestation of domiciliation of Bank account of the bidder issued by a bank or any other first-order credit institution approved by the Ministry in charge of finance.		
04	Bank guarantee (of the same bank) on the list of banking institutions of first order approved by the Ministry in charge of finance, for an amount in francs CFA of 2% of the project amount FCFA.		
05	Treasury Receipt of purchase of the tender file, as stipulated in the notice of call for tender.		
06	Attestation of C.N.P.S, valid and for the tender concern		
07	A non-exclusion certificate attesting that the bidder is not the subject of a temporary or permanent exclusion from public contracts, dated at most 3 months and issued by ARMP		
08	An attestation of the bidder's fiscal obligations signed by the competent Taxation authority for the current fiscal year. (clearance certificate)		
10	A Certified copy of taxpayer card valid, dated at most 3 months		
12	Plan and attestation of localization signed by the taxation authorities.		
	General observation		

Only bids considered being substantial responsive after the technical evaluation shall be accepted for financial evaluation.

#### Financial evaluation

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

well as the amounts of the totals.

Only bids accepted, in conformity according to the provisions of section 25 of the RGAO, will be evaluated and compared by the Sub-Commission for analysis.

By evaluating the bids, Sub-Commission for analysis will determine for each bid the evaluated amount by correcting the amount as follows:

- By correcting any possible error in accordance with the provisions of article 26 of the RGAO.
- Excluding provisional sums and, the provisions if any, for contingencies in the detail bill of quantities and summary, but by adding the amount of day work, when they are competitively priced as specified in the OMPP.

Award of contract

Subject to the clause of article 6 of the present OMPP, the Delegated Contracting Authority will award the contract to the bidder whose bid has been recognized substantially responsive to the requirement of the Tender File and has submitted the lowest feasible evaluated bid price.

A 10% retention guaratee of the amount of the contract all taxes inclusive will be retained. This retention guarantee may be replaced by a bank caution equal to the amount issued by a first rate bank approved by the Ministry in charge of Finance featuring in the annex.

Site Visit: A site visit is recommended to participating companies in this Tender File

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



# PART 04

SPECIAL ADMINISTRATIVE CLAUSES (C.C.A.P)

#### **SUMMARY**

#### **CHAPTER I: GENERALITIES**

#### ARTICLE:

- 1- SUBJECT OF THE CONTRACT
- 2- PROCEDURE OF THE AWARD OF THE CONTRACT
- 3- DEFINITIONS AND ATTRIBUTIONS
- 4- LANGUAGE, LAW, AND REGULATION
- 5- CONSTITUENT PARTS OF THE CONTRACT
- 6- GENERAL APPLICABLE TEXTS
- 7- COMMUNICATION
- 8- SERVICE ORDER
- 9- CONTRACTOR'S EQUIPMENT AND PERSONNEL.

#### **CHAPTER II: FINANCIAL PROVISIONS**

#### ARTICLE:

- 10- GUARANTEES
- 11- THE AMOUNT OF THE CONTRACT
- 12- PAYMENT MODALITIES
- 13- MODE OF PAYMENT
- 14- PRICE VARIATION
- 15- PRICE REVISION
- 16- WORK USING LOCAL DIRECT LABOUR
- 17- VALORISATION OF WORKS EXECUTED
- 18- VALORISATION OF SUPPLIES
- 19- ADVANCES
- 20- PAYMENT OF WORKS EXECUTED
- 21- INTERESTS ON OVERDUE PAYMENTS
- 22- PENALTIES
- 23- FINAL DETAILED ACOUNT
- 24- FINAL DETAILED GENERAL PAYMENT
- 25- TAX AND CUSTOMS REGULATIONS
- 26- STAMP DUTY AND REGISTRATION



## CHAPTER III: EXECUTION OF WORKS

#### ARTICLE:

- 27- WORK CONSISTENCY
- 28- OBLIGATIONS OF THE PROJECT OWNER
- 29 EXECUTION TIME FRAME
- 30 ROLES AND RESPONSIBILITIES OF THE CONTRACTOR
- 31- PROVISION OF DOCUMENTS AND SITE
- 32- INSURANCE OF STRUCTURES AND CIVIL LIABILITY
- 33- DOCUMENTS TO BE SUBMITTED BY THE CONTRACTOR
- 34- ORGANISATION AND SECURITY OF THE CONSTRUCTION SITES

## CHAPTER IV: ACCEPTANCE OF WORKS

#### ARTICLE:

- 35- PROVISIONAL ACCEPTANCE
- 36- DOCUMENTS TO BE SUBMITTED AFTER EXECUTION
- 37- GUARANTEE PERIOD
- 38- FINAL ACCEPTANCE

### CHAPTER V: MISCELLANEOUS PROVISIONS

#### ARTICLE:

- 39- TERMINATION OF THE CONTRACT
- 40- CASE OF FORCE MAJEURE
- 41- DISAGREEMENTS AND DISPUTES
- 42- EDITING AND MULTIPLICATION OF THIS PRESENT CONTRACT
- 43- PUTTING IN PLACE ENVIRONMENTAL MITIGATION MEASURES
- 44- AND LAST ENTRY INTO FORCE OF THE CONTRACT



#### CHAPTER I: GENERALITIES

# **ARTICLE 1: Subject of the Contract**

The contract has as subject the INSTALLATION OF ROOF-TOP SOLAR ENERGY AT MBIAME DISTRICT HOSPITAL, Mbiame Municipality, Bui Division, North West Region.

## ARTICLE 2: Procedure of the award of the contract

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

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

#### 1- General definitions

- The Delegated Contracting Authority is the the Mayor of Mbiame Council. He is responsible for the conservation of the originals of the contract and the transmission of copies to ARMP through the focal point designated to that effect.
- The Project owner is the Mayor of Mbiame Council, responsible for the general administrative, financial and technical assistance at the definition, preparation, execution and acceptance stages of the services forming the subject of the contract.
- The project manager is the Council Development Officer and is responsible to ensure the defense of the interest at the definition, preparation, execution and acceptance stages of the services forming the subject of the contract
- The contract engineer is the Divisional Delegate of Housing and Urban Development for Bui and is responsible for the follow-up of the execution of the contract.
- The beneficiary is the company.

#### 2- Security

In view of the application of the law on collateral prescribed in the Decree n ° 2018/366 of 20 June 2018, the following are designated:

- The authority in charge of ordering payment shall be the the Mayor of Mbiame Council
- The authority in charge of the clearance of expenditures shall be the Divisional Controller of Financial -Bui;
- The body or official in charge of payment shall be the Municipal Treasurer of Mbiame Council
- The official competent to furnish information within the context of execution of this contract shall be the Project owner and contract engineer.

# ARTICLE 4: Language, law, and regulation

- 4.1. The language used during the submission is either English or French,
- 4.2. The laws and regulations are the laws and regulations in force in Cameroon;
- 4.3. The Contractor undertakes to observe laws, regulations, and order in force in the Republic of Cameroon, and as well in its own organization in the implementation of the contract.

If in Cameroon, these laws, regulations, administrative and fiscal obligations in force are changed after the signature of the contract, the eventual costs will be borne by the contracting parties.

# ARTICLE 5: Constituent Parts of the Contract (CCAG article 4).

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

- The letter of undertaking;
- The letter of submission corrected eventually;
- The special administrative Clauses (CCAP);

- The special Technical Clauses (CCTP);

- The unit price schedule;

- The bill of estimates and quantities;

- The unit price breaks down;

- The duly approved work plans;

- The Planning of the work (the work schedule).

- The bids of the contractor;

- The tender file;

#### ARTICLE 6: General applicable texts

- This contract is subject to the following General texts of law

- The special General Administrative Clauses (CCLS);

- The law N ° 96/12 of 05 August 1996 on the management of environment;

- The texts governing the trade;

- Decree No. 2008/377 of 12/11/2008 fixing the attributions of Heads of Administrative Units, its organization and the functioning of their services;

- The Decree N ° 2018/366 of 20 June 2018 to institute the Public Contracts Code;

 Decree n ° 2001/048 of 23 February 2001 relating to the setting up, Organization and functioning of the Public Contracts Regulation Agency ARMP.

Decree n ° 2003/65/PM of 16 April 2003 to lay down the procedure for implementing the tax and

customs system applicable to public contracts;

- Order NO.093/CAB/PM of 5 November 2002 to fix the amount of the bid bond and the purchase fees for tender files;

- Order NO.22/CAB/PM of 02 February 2011 to lay down conditions for the recruitment of

individual consultants;

 Order NO.23/CAB/PM of 02 February 2011 to lay down conditions for the implementation of request for quotation;

Circular No. 004/CAB/PM of 30 December 2005 relating to the application of the Public

Contracts Code;

 Circular No. 003/CAB/PM of 18 April 2008 relating to the observance of the rules governing the award; execution and control of Public Contracts;

 Circular No. 002/CAB/PM of January 31, 2011 on the improvement of the performance of the Public Contracts system;

- Circular No. 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;

Arrete NO.0205/A/MINMAP of 03 July 2018 relating to the creation of Divisional Tenders' Boards;

 Decree NO.2012/076 of 08 march 2012 to amend and supplement certain provisions of decree NO.2001/048 of 23 February 2001 relating to the creation, organization and functioning of the Public Contracts Regulatory Agency(ARMP);

Circular NO.001/CAB/PR of 19 june 2012 on the award, the control of execution of public

contracts;

CIRCULAR 0000006/C/MINFI OF 30 DECEMBER 2022 on the instruction of the financed laws, the monitoring
and control of the execution of the budgets of the state and other public entities for the 2024 fiscal year.

- Unified Technical Documents (DTU) for building works;

- The Norms in force in the Republic of Cameroon;

- The CCTP:

 Order No 00002/MINEPDED of 08th February 2016 stating the format of terms of reference and the content of an Environmental Impact Notice (EIN).

Other texts specific to contracting fields.



# ARTICLE 7: Communication (CCAG article 2 and 10).

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

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

was done: b) In the case where the Project Owner is the addressee: [to be specified] with a copy addressed to the Delegated Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.

c) In the case where the Delegated 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

7.2. The contractor shall address all written notifications or correspondences to the Project Manger with a copy to the Contract Manager and the contract Engineer.

# ARTICLE 8: Service Order (CCAG article 8).

- 8.1. The different service orders will be established and notified. The administrative service order to start work will be signed by the Delegated Contracting Authority and notified to the contractor by the project owner with copies to the Delegated Contracting Authority, the Contract Manager, and the Contract Engineer.
- 8.2. On the proposal of the project owner, service orders having an incidence on the subject, the amount ou delay in the execution of the contract will be signed by the Delegated Contracting Authority and notified by the project owner to the contractor with copies to the contract manager and the contract engineer.
- 8.3. Technical service orders on technical issues concerning the execution of the contract will be signed by the contract manager and notified to the contractor by the contract engineer with copies to the Delegated Contracting Authority.
- 8.4. Service orders on warning notices will be signed by the project owner and notified by his services to the contractor with copies to the Delegated Contracting Authority and the Contract Engineer.
- 8.5. Service orders on suspension and restart of works because of unforeseen circumstances will be signed by the Delegated Contracting Authority and notified by his services to the contractor with copies to the Contract Manager and the Contract Engineer.
- 8.6. Service orders concerning remedial actions during the guarantee period will be signed by the Contract Manager on the proposal of the Contract Engineer and notified to the contractor by the

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

8.8. The Delegated Contracting Authority has the right to notify service orders signed by him that are to be notified by the project owner in case this is done within 30days.

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

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

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

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

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

Any partial and total changes on the technical bid, shall take place only after a written approval by the contract manager. In case of any changes, the contractor shall replace any personnel with one having the same qualification, experience and competence. The list of personnel to be replaced will be transmitted

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

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

# CHAPTER II: FINANCIAL PROVISIONS

# ARTICLE 10: Guarantees (CCAG articles 29 and 41).

10.1. The performance bond:

Within twenty (20) days from the date of notification of the contract, the contractor shall produce a performance bond of three percent (3%) of the amount of the contract TTC, to guarantee the complete and proper execution of the contract. Beyond this time-limit, the Delegated Contracting Authority has he right to terminate or cancel the contract to the detriment of the contractor.

The contractor may replace the performance bond with a bank guarantee of corresponding or same amount, from financial or banking institution approved by the Minister in charge of finance which must be furnished prior to each payment on account. The bond or the security will be released simultaneously with each monthly payment, proportionately to the amount of work done.

The performance bond or the bank guarantee shall be released within thirty (30) days after the provisional acceptance of works by a waiver issued by the Delegated Contracting Authority after a written application from the contractor.

## 10.2. The retention guarantees:

A 10%, taxes inclusive, retention guarantee on the amount of the work actually carried out or executed shall be retained. It is obtained through successive deductions on all the install mental payment. It will

The retention guarantee shall be released within thirty (30) days after the final acceptance of works by a waiver issued by the Delegated Contracting Authority after a written application from the contractor.

If, for any reason, the contractor refuses to comply with the service orders on corrections of imperfections or defects after the provisional acceptance and in the extra time allocated after the period of twelve (12) months, the amount of the holdback the Project Owner, the Contract Engineer and the Delegated Contracting Authority shall have the right to have the repairs carried out by their own workers or another contractor and to collect the money at the expense of the contractor through deductions on all sums due the latter by virtue of the contract.

10.3. The start of advance guarantee:

A startup advance that is at most equal to twenty percent (20%) of the amount of the contract all taxes inclusive(ATI) may be granted to the contractor on express request and without justification on his part. This advance must be guaranteed one hundred percent (100%) by a first-class Bank approved by the Ministry in charge of finance. This advance may be released after the notification of the Service order to start the work.

It shall be reimbursed by deductions done on the payments on account made to the contract holder during the execution of the contract and in accordance with the terms and conditions laid down in the said contract. The advance must be completely reimbursed not later than when the value of the basic price of the goods and services rendered shall have reached eighty percent (80%) of the price of the contract.

Following of the rate of reimbursement of the advance, the Delegated Contracting Authority will authorize the payment of the corresponding part of the contractor upon written request.

ARTICLE 11: The Amount of the Contract (CCAG articles 18 and 19).  The amount of this contract, from the detailed quantitative cost estimates here attached stands at the sum of
The amount of the contract is calculated using conditions stipulated in article 19 of the General Administrative Clauses (CCAG),
ARTICLE 12: Payment Modalities
The contractor may obtain periodic payments on account. This periodic payment may be spread out during the term of the contract in several periodic installments. The contractor shall be bound to submit to the project owner, before the sixth day of each month, a detailed account, accompanied by a justificatory calculations and job cost sheet establishing the total amount spent at the end of the period under consideration, sums he may be entitled approved by the contract engineer and the Delegated Contracting Authority. The bills must correspond to the amount of work done, obtained from the amount of work actually executed under the conditions of the contract and the unit price, as contained in the schedule of unit price, quantity and estimated specifications and the unit price Sub-Details and the amount of deductions.
The payment of an account to the contractor shall be determined from the corresponding provisional detailed account established simultaneously, from which is deducted the amount of the balance due. Payments on account are not considered to be the final payment. The contractor is debited with such payments until the final settlement of the contract.
Works executed by the contractor and entered into the job cost sheet give entitlement to payment on
At the end of the work, a final account of the work is established.
ARTICLE 13: Mode of Payment
The payment of an account to the contractor shall be effected in accordance with the conditions specified in this contract and made base on justifying documentation required to credit of account: The Project Owner shall release the sums due in the following manner:
<ul> <li>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.</li> </ul>
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**

The prices are definite (fixed) and not to be changed. The contractor before submitting his bids or signing his contract must have had perfect knowledge about the local conditions under which he has to execute the contract.

#### **ARTICLE 15: Price revision**

The prices are not to be revised. Hence there is no price revision formula.

#### ARTICLE 16: Work using local direct labour (CCAG article 22)

Not required or necessary.

#### ARTICLE 17: Valorisation of works executed (CCAG article 23)

This contract is lump sum. The contract shall be paid on the basis of approved plans by the contracting parties. Possible differences noticed, for each type of structure or each element of the structure, between the quantities effectively executed and the quantities in the cost estimates shall not lead to the modification of the said price. This applies to errors that the cost estimates may include.

#### ARTICLE 18: Valorisation of supplies (CCAG article 24)

If need be, each payment on account shall include a part corresponding to building materials bought for the execution of the works and are on site. The amount for these materials is obtained by taking into account the prices from the sub-details. Materials having been the subject of payment on account cannot be taken away from the site without a written authorization of the project owner or the contract engineer.

#### ARTICLE 19: Advances (CCAG article 28)

The contractor may, upon simple request addressed to the project owner and without any justification, and after providing the guarantees required in the Public Contracts Code, obtain a so-called "start-off" advance or advance "for purchase of building materials".

This advance whose amount shall not exceed twenty percent (20%), all taxes inclusive, of the initial contract price shall be guaranteed at one hundred percent (100%) by a banking establishment governed by Cameroon law or a first rate financial institution authorized according to the instruments in force.

It shall be reimbursed by deductions done on the payments on account made to the contract holder during the execution of the contract and in accordance with the terms and conditions laid down in the said contract.

The advance must be completely reimbursed not later than when the value of the basic price of the goods and services rendered shall have reached eighty percent (80%) of the price of the contract.

#### ARTICLE 20: Payment of works executed (CCAG articles 26, 27 and 30)

Works assessment: Before the 30th of each month, the contractor and the control engineer 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.

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

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

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

[100-2.2 and/or – (5.5 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 contract engineer 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.

#### ARTICLE 21: Interests on overdue payments (CCAG article 31)

Where the delay in payment fixed in the special administrative clauses is attributed to the Delegated Contracting Authority or accounting officer, the contract holder shall be fully entitled to interest on overdue payments calculated from the day following the expiry of the said deadline up to the day of issue of the payment voucher by the accounting officer.

Possible interests on overdue payments are paid by statement of sums due in accordance with article 166 and 167 of Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code.

#### ARTICLE 22: Penalties (CCAG article 32)

A. Penalties for lateness.

In case of overrun of the contractual deadlines set in the contract, the contractor shall be liable to penalties after a formal prior notice.

In the event of force majeure, the contractor must file a comprehensive request for an extension of time. The Delegated Contracting Authority after consideration of the relevance of the request shall notify a new time frame. After this new time frame, the penalties for delay will be applied entirely without further notification. Except by waivers provided for in the contract, the amount of penalties for time-limit overrun shall be set as follows:

- a. One two thousandth (1/2000<sup>th</sup>) of the amount ATI of the contract per calendar day overrun from the first to the thirtieth (30) day beyond the contractual time-limit provided for in the contract;
- (b). One thousandth (1/1000th) of the amount ATI of the contract, per calendar day overrun beyond the thirtieth day;
- (c). The cumulative amount of penalties is limited to ten per cent (10%) of the amount ATI of the contract under pain of termination.
- B. Specific penalties.
- 23.1 Apart from penalties of overrun of the contractual deadlines, the contractor is liable to the following special penalties for the non-respect of the provisions of the contract notably:
- Late submission of final bond:
- Late submission of insurances;
- Late submission of the draft execution programme if the the lateness is caused by the contractor.

#### ARTICLE 23: Final detailed acount (CCAG article 34)

- 23.1 After completion of the works, and within fifteen (15) days after the provisional acceptance, the contractor shall draw up the draft final detailed account from the joint sheets to which he may be entitled as a result of the integral execution of the contract.
- 23.2 The Contract Engineer has twenty (20) days to notify the corrected final detailed account.
- 23.3 The Contractor must within ten (10) days following the date of this notification, send back the final detailed account with his signature, with or without reservations, or make known the reasons for which he refuses to sign it.

ARTICLE 24: Final detailed General Payment (CCAG article 35)

24.1 Within a deadline of one (01) month after the final acceptance, the Contract Engineer shall draw up the detailed final payment.

At the end of the guarantee period leading to the final acceptance, the Contract Engineer shall draw up the detailed final payment sign by the contractor and the Delegated Contracting Authority, which includes:

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

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

24.2 The general detailed account signed by the Delegated Contracting Authority must be notified to the contractor by an administrative service order. The contractor then has one (01) month from the date of this notification to return this general detailed account, with or without reservations, to make known the reasons for his refusal to sign the general detailed account.

24.3 If the final detailed account is signed without reservations, this acceptance definitely binds the two (02) parties, except in the case of interests on overdue payments; if there are any. The detailed account thus becomes the final general detailed account of the contract.

24.4 If the contractor does not return the general payment within the deadline referred to above, this general detailed account shall be considered as having been accepted by him and thus become final.

The detailed account shall become final once it is signed without reservations by the contractor, except in the case provided for the proceding paragragh. The acceptance of a claim from the contractor shall be regularized by a rider to the general detailed account.

ARTICLE 25: Tax and customs regulations (CCAG article 36)

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

- Taxes and dues relating to industrial and commercial profits, including the IAR which is a deduction include notably: 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;
  - Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
  - Council dues and taxes;
  - 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 mean VAT included.

ARTICLE 26: Stamp duty and registration (CCAG article 37)

Seven (07) original copies of the contract shall be stamped and registered by the contractor in the competent taxation unit within in accordance with the applicable regulations.

#### CHAPTER III: EXECUTION OF WORKS

#### **ARTICLE 27: Work consistency**

The works include the following:

- Preparatory works
- Installation of PV Components
- Construction of Supports
- Cabling
- Protection + Earth System
- Traning and Transportation
- Preparatory works
- Installation of PV Components
- Construction of Supports
- Cabling
- Protection + Earth System
- Traning and Transportation



# ARTICLE 28: The obligations of the Project owner

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

28.2 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 29: Execution Time Frame (CCAG article 38)

29.1The execution time frame for the execution of this contract shall be four (06) months. This shall include the completion of the works provided incumbent on the contractor, the folding up of installations and restoring the sites and lands.

29.2The execution time frame for the execution of this contract shall run from the date of notification of the administrative service order to start execution. It shall end upon provisional acceptance of the works.

# RTICLE 30: Roles and responsibilities of the contractor (CCAG article 40)

The contractor shall have as mission to ensure the proper execution of the works that he has been selected to carry out. For that reason, the works shall be executed under the supervision of the contract engineer and in accordance to the applicable rules and standards. Hence the works shall be executed according to the notified drawings, technical specifications and service orders from the competent authorities.

The contractor shall submit for the prior approval of the contract engineer, the local organization of the work, the work planning schedule, all structural calculations, trials and soil tests, list of skilled and unskilled workers.

The contractor shall be responsible for the implantation of the structures in relation to the original reference landmarks, lines and levels furnished by the project owner.

The contractor is responsible for the entire site, including interventions of certified subcontractors. He shall therefore:

- Put in place all the necessary conditions to enable his suppliers and sub-contractors, who are working with him to intervene in a timely manner and in accordance with the schedule of execution and under his leadership, and
- Ensure the proper execution of the service orders from competent authorities.

The contractor shall constantly keep a general and updated detailed schedule of the progress of the works and make available four (4) copies to the contract engineer at the beginning of each month. To this end, the contractor shall take all measures and provide all necessary means, determine, choose and purchase all materials, equipment and supplies and hire any specialized staff if necessary.

# ARTICLE 31: Provision of documents and site (CCAG article 42)

Within twenty (20) days after the notification of the contract, a reproducible copy of plans featuring in the tender file of the contract will be made available to the contractor by the project owner as well as the work site and its access

The contractor shall preserve in good state the site put at his disposal during the execution of the contract. He shall hand it back, at the request of the project owner in their initial state after the execution of the contract, with due consideration of its normal wear and tear.

# ARTICLE 32: Insurance of structures and civil liability (CCAG article 45)

The following insurance policies are necessary for the execution of this contract within fifteen (15) days after the notification of the contract, and before the commencement of work guaranteeing against any loss or damage occurring on the structures and third parties up till the provisional acceptance:

# Civil liability insurance and all construction risk.

The Contractor shall justify that he holds an insurance policy of civil liability for damage caused to third parties of all kinds:

- (a) By its current salarized personnels.
- (b) By the equipment in use.
- (c) As a result of the work.

### Comprehensive insurance coverage

The working site must be covered for all the works by a construction site comprehensive insurance coverage issued by a company approved by the competent authority. The cost of this insurance is the responsibility of the contractor.

No settlement except the startup advance will be made without presentation of a certificate from an insurance company proving that the contractor has fully addressed the premiums or contributions for the work for this contract.

The contractor has a period of 15 (fifteen) days from the date of notification of the Service order to start the work to present a certificate of insurance proving the premiums or contributions for the work for this contract was fully settled. After that the contract may be terminated.

# ARTICLE 33: Documents to be submitted by the contractor (CCAG article 49)

Within a maximum period of fifteen (15) days from the date of notification of the service order to start work, the contractor shall submit to the contract engineer, the programme of execution, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan in six (6) copies. A duly signed copy of the execution programme must be deposited at the Mayor's office latest 15 (fifteen days) from the date of notification of the Administrative Order to commence execution. This working document shall include the following:

- General site installation;
- Company localization plan;
- Execution plans, drawings, calculations, detailed studies, quality control plan and work planning,
- Exhaustive list of personnel with their certified true copies of their diplomas
- Bill of estimate and quantities;
- Detailed list of materials and equipment available on the site;

- Detailed execution planning updated forecasts on the work progress in view of comparing the actual progress to the forecasts;

- The annexes files if the contractor deems it necessary.

- The site sign board

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 Engineer 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 Engineer 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 Engineer, the latter shall transmit it within five (5) days to the Delegated Contracting Authority without staying its execution. However, if important modifications alter the objective of the contract or the nature of the works, the Delegated Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

- The Environment Management Plan should bring out notably the choice technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.
- 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.
- 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.

### ARTICLE 34: Organisation and security of the construction sites (CCAG article 50)

#### 34.1 The sign boards:

The contractor will be responsible to ensure day and night signaling of working site close to the main road in accordance with instructions given by the control engineer. Two (2) signs board are required per construction site and should be in conformity with the regulatory provisions such as:

- The title of the project;
- The Project Owner;
- The Delegated Contracting Authority;
- The Contract Engineer;
- The Project manager
- The Contractor;
- The funding:
- The execution time-frame;
- The date of notification of the Service order to start work.

The signboard shall have the dimensions of 2, 00 x 3, 00 m.

#### 34.2 The site installation plan:

The site installation plan shall be done considering the following:

- Particular access roads;

- Vegetation to be protected;
- Temporal fence of the site:

#### 34.2 The fencing of the construction site:

The construction site shall have a fence of 2m high.

#### 34.3 The building site installation:

The contractor shall set up temporary constructions and facilities needed to execute the works, such as:

- Offices of the Contractor equipped with tables, chairs and lock-up cupboards.
- Building site toilet facility (if it does not exist)
- Storehouse for materials
- Removal of temporary work (fences, field office, sheds, signs, etc.).

#### 34.4 The site logbook:

A site log book shall be kept by the contractor at the construction site before site installation.

It is a unique non contradictory document. Its pages are numbered and sign. No page should be removed. Strikeout or rescinded parts are reported in the margin for validation.

The following informations are recorded in it:

- Atmospheric conditions;
- The daily executed tasks, personnel and equipment used;
- The progress of the work;
- The requirements imposed;
- The detailed work quantities;
- The work carried out by subcontractors;
- The receptions of building materials;
- The incidents, accidents or events on the construction site;
- Nonconformities:
- The official visits:
- The administrative operations;

The site logbook shall be counter signed by the contract engineer and the person in charge of technical or administrative work at each site visit and systematically sign the minutes of site meetings.

Any refusal of presentation or any attempt of total or partial destruction or falsification of this log book may give rise to administrative sanctions.

#### 34.5 The site meetings:

- Site meetings shall hold regularly at the behest of the Project Owner. The presence of the contractor or his representative in these meetings is obligatoryor mandatory.
- Periodic meetings shall hold in the presence of the Delegated Contracting Authority, the Contract Engineer and the Project Owner or their representatives.
- Minutes of these meetings shall be entered in the site logbook. The contractor or his representative shall at the beginning of the meeting present the level of physical execution of the work and the difficulties faced.

#### 34.6 Sub-contracting:

The ceiling of the percentage of the works to be sub-contracted shall be set at thirty (30) % of the total amount of the contract.

#### 34.6 Site laboratory:

The contractor shall have his own laboratory on the site to enable him carry out all tests and studies on building materials defined in the Special Technical Clauses. The personnel and the equipment must be approved by the Contract Engineer.

#### 34.7 Security Measures:

The contractor shall provide and maintain at his expense all lighting, protection, closing and guarding devices that will be necessary for the proper execution of the work or that will be required by the engineer.

The contractor shall be responsible for all the consequences directly or indirectly of deficiency of

signaling during the work.

The Delegated Contracting Authority reserves the right, at the request of the engineer, without prior notice and at the expense of the contractor, to take all necessary measures engaging the responsibility of the contractor.

#### CHAPTER IV: ACCEPTANCE OF WORKS

### ARTICLE 35: Provisional acceptance (CCAG article 67)

Before the provisional acceptance, the contractor shall apply to the Project Owner with copies to the Delegated Contracting Authority and the Contract Engineer for a pre-technical acceptance. This pretechnical acceptance shall notably involve a proper evaluation of the works executed as per stipulation of the contract. The minutes of this evaluation is drawn on the spot by the contract engineer and signed by the contractor or his representative.

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

- 1) The project owner/ contracting authority or his representative...... President,
- 3) The project manager......Member
- 5) The DDMINMAP ......Observer,

The contractor is convened at the reception as Member. He is required to attend or to be represented.

The Commission after site visit, reviews the minutes of the pre-technical acceptance and proceed

to the provisional acceptance.

The provisional acceptance site visit will be concluded with minutes of provisional acceptance signed on the field by all members of the Commission. Minutes of provisional acceptance shall precise or specify the date of completion of the work from which the guarantee period shall run.

# ARTICLE 36: Documents to be submitted after execution i.e plan de recollement. (CCAG article

During the execution of the works the contractor shall update all the modifications on the contractual plans. At the end of the works he shall then reproduce the modified, updated and validated drawings and submit them to the contract engineer, the Delegated Contracting Authority and the project owner.

The non-submission shall attract a penalty of 20% from the retention iploma d.

# ARTICLE 37: The guarantee period (CCAG article 70)

The guarantee period is twelve (12) months from the date of the provisional acceptance.

## ARTICLE 38: Final acceptance (CCAG article 72)

Final acceptance shall take place fifteen (15) days from the date of the expiry of the guarantee period.

The final acceptance commission shall be the same as that of provisional acceptance and shall meet in the presence of the contractor.

The final acceptance procedure shall be the same as that of provisional acceptance and under the same conditions. Before pronouncing the final acceptance, the commission shall verify by all means put at their disposal that all the contractual provisions were fully respected by the contractor during the guarantee period.

The minutes of the final acceptance shall be drawn on the spot and signed by all the membe

#### CHAPTER V: MISCELLANEOUS PROVISIONS

# ARTICLE 39: Termination of the contract (CCAG article 74)

The contract may be terminated as provided for in Article 180 of the Decree 2018/366 of 20/06/2018 of the Public Contracts code and equally under conditions stipulated in articles74, 75 and 76 of the CCAG, notably:

- Delay for more than fifteen (15) calendar days in the execution of a Service order or unjustified stoppage of work for more than seven (7) calendar days;

- Delay in the execution of work resulting to penalties above 10% of the amount of the contract;

- Default of the contractor;

- Refusal to repeat poorly executed works;

- Persistent non respect of payments on account.

## ARTICLE 40: Case of force majeure (CCAG article 75)

40.1 No party to the contract shall be considered as having contravened his contractual obligations if he is prevented from doing so by a force majeure.

40.2 No claims shall be made against the contractor if he fails or delays in the execution of his contract due to cases of force majeur such as:

- Rains: 200 millimetres in 24 hours;

- Winds: 40 metres per second;

- Floods: frequent floods.

ARTICLE 41: Disagreements and disputes (CCAG article 75)

Disagreements and disputes during the execution of the contract shall be the subject of an attempt of amicable settlement, where need be, through mediation, in accordance with the provisions of the SAC and subject to the provisions of the Public Contracts Code.

Where the disagreements and disputes cannot be settled amicably, the matter shall be brought before the competent Cameroon jurisdiction, subject to the provisions of the SAC.

ARTICLE 42: Production and dissemination of this present contract.

Eight (8) copies of this present contract shall be produced and multiplied at the expense of the contractor.

ARTICLE 43: Putting in place environmental mitigation measures:

In accordance with provisions in Law Nº 96/12 of 5th August 1996 relating to Environmental Management and Decree N° 2013/01711/PM of 14 February 2013 laying down the modalities of the realization of studies of the social and environmental impact assessment and Decree No 2013/0171/PM of 14 February 2013 laying down the modalities of the realization of studies of the social and environmental impact assessment as well as Arrêté No.0002/MINEPDED of February 09, 2016 outlining the model format for the terms of reference and the content of the environmental impact notice, in complement of the decree

No.2013/0171/PM of February 14, 2013 that fixes the modes of realization of the environmental impact assessment and therefore those relative to the realization of the Environmental impact Notices;

The establishment must take all necessary measures to ensure the carrying out of Environmental Impact assessment in iploma d with the divisional authority in charge of environment and subsequently be issued an Attestation of Environmental Conformity (AEC).

This must be done before the start of work.

#### ARTICLE 44 and last: Entry into Force of the Contract

This contract shall be valid only upon its signature by the Delegated Contracting Authority after obtaining the budgetary visa of the finance controller. It shall enter into force as soon as it is notified to the contractor by the Delegated Contracting Authority



# PART 05 SPECIAL TECHNICAL CONDITION (C.C.T.P)

GENERAL DISPOSITIONS RELATING TO THE INSTALLATION OF SOLAR PHOTOVOLTAIC MODULES

#### TECHNICAL SPECIFICATION

GENERAL TECHNICAL SPECIFICATIONS RELATING TO THE INSTALLATION OF SOLAR PHOTOVOLTAIC MODULES.

#### **DEFINITION**

A solar plant is an electrical plant for the production of electrical energy through the use of solar panels, batteries, charge controllers and inverters as main components. Within the framework of this STC, it consists of :

- Photovoltaic modules (solar panels);
- Batteries for storage;
- A charge controller;
- A set of control dispositive, cables and earth;
- An assembly of metallic support for the panels.

#### PHOTOVOLTAIC MODULES

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

- Temperature : 10° à + 85°C
- Relative Humidity: uptill 100%
- Wind speed: weak constraints in the Center and south Regions of Cameroon.
- Precipitations : continues severe rains
- Particuliar conditions (tropical climate of the equatorial type, etc.)

the photovoltaic Les modules must iploma the standard CEI 61215 for chrystaline modules.

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

The module shouldd have:

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

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

#### THE SOLAR BATTERIES

The solar batteries are sized such that it functions from 6am to 6pm with a 1.5 days' autonomy. It must restitute a constant current flow during long periods while preserving its ability to recharge. Gel batteries are of preference and must have the following characteristics:

- A high efficiency (0,9 in Ah);
- Cycle and life span: the number of charging/discharging of about 200cycles at 50% depth of discharge;

 autodischarge: a good solar battery must not have more than 3 to 5 % of monthly losses capacity at 20°C;

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

#### **CHARGE CONTROLLER**

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

- an eventual reverse biased diode of type « iploma »;
- quality contacts with easy access;
- a minimum internal consumption (few Ma maximum);
- a load thermal compensation (T >30°C and T <0°C);
- an output manual faulty breaker;
- full charge indicators and output cut;
- an output protection (fuses).

#### EARTH AND LIGHTNENING DISCHARGE PROTECTION

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

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

#### CONTROL OF THE PLANT

A control dispositive for the plant must allow the lamps to be controlled in lighting and turning off during appropriate hours by the help of usual dispositives (switches, circuit breakers etc.).

#### FIXTURES AND CIVIL WORKS

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

#### TECHNICAL CHARACTERISTICS

PHOTOVOLTAI	C GENERATOR	
Solar panels	Brand	
	Туре	
	Power	
	Efficiency	
	Norminal voltage	
	Number	
Battery	Brand	
	Туре	
	Capacity	

	Voltage	COURS A
	Nber of cycles at 80% discharge	100000
	Nber of cycles at 30% discharge	F4 .85
	Efficiency	
Type (MPPT/PWM)		The same
	Brand	Comme
Charge controller	Current	
	Voltage	
	Autoconsumption	
Exploitation Tempe	rature	
Protection index		

- > Studies: After this feasibility studies by the contract engineer, the contractor has to carry out his/her own studies using the plans, specifications, bill of quatities, visit the site to have a mastery of the project before he/she can prepare a bid for the project. In case of an omission or an error his should indicate to the authorities concerned.
- > Execution documents: The following documents will be needed for the proper execution of works:
  - ✓ A request for quotation
  - ✓ A registered contract/contract
  - ✓ Service order to start work
  - ✓ The working plans
  - ✓ Work execution program
  - ✓ Site log book/minutes book
  - ✓ As-built plan (at the end of works)

#### 1/ Bush Clearing - Earth works

1/1 Preparation of work site and excavations

The site shall be cleared of all bushes all debris carried away. The section to receive the structure and its surroundings shall be levelled and all excess soil carted away.

1 /2 Installation of the work site.

The installation of the site shall be done on a section agreed between the contractor and the Control Engineer together with the areas for stockpiling materials. The site shall be fenced with local materials and signboard mounted by the contractor. Access to the site shall be prohibited to the public. The contractor shall be responsible for the total security of the site.



# PART 06

**UNIT PRICE LIST** 

# Unit PRICE SCHEDULE FOR THE THE SUPPLYING AND INSTALLATION OF PUBLIC LIGHTING BASED ON SOLAR PANNEL POWER IN SOME PRIORITY ROADS IN MBIAME HEAD QUARTERS, MBVEM SUB DIVISION IN BUI DIVISION, NORTH WEST REGION.

No	DESCRIPTION	UNIT	Q'TY	U. PRICE IN FIGURES	U. PRICE IN WORDS
100	PRELIMINARY WORKS				
101	Preparation of working documents	ls	1.00		CENTRALIZA
102	Site Installations	ls	1.00		
103	Bringing up and retriving of materials	ls	1.00		
	SUB-TOTAL 100				
200	CLEANING-EARTHWO	RKS-BA	SEMENT	WORKS	
201	General cleaning including ribble cut and cutting of trees and grass of the area to host the installation		1.00		
202	Excavation and backfilling of the foundation pit	m³	50.00		
203	Blind concrete dozed at 200kg/m3	m³	9.00		
204	Reinforced concrete dozed at 400kg/m³ for the foundation anchorage plates. 50 x 80 x 50 cm	m³	10.21		
	SUB-TOTAL 200				
300	SUPPLY AND INSTALLAT	ION OF	SINGLE	LAMP POLE	
301	Supply and install single solar lamp (LED) of 60watts with lighting area of 114x350x90 full lighting 600ml	u	1.00		
302	Supply and install solar photovoltaic module 150w/12v (monocrystalline solar panel)	u	1.00		
303	Supply and install 12.8V / 84AH solar Lithium-ion Battery with Aluminum box including solar charge controller	u	1.00		
304	Interconnection cables and after accessories	ls	1.00		
305	Supply and install imported Galvanized steel pipe of 6 metres	u	1.00		
306	System Protection device for lightening	ls	1.00		
307	Long 22 bolts and nuts with complete thread 20mm long	ls	4.00		
308	Transportation of material to site	Is	1.00		
309	Supply fixing and labelling of numbering plate on the solar pole	ls	1.00		
310	Testing of the system installation	ls	1.00		
	SUB-TOTAL 300				
	SUNDRY EXPENSES				
1	PRELIMINARY WORKS		1		
2	CLEANING-EARTHWORKS-BASEMENT WORKS		1		
4	SUPPLY AND INSTALLATION OF SINGLE LAMP POLE		15		



# PART 07 DETAILED BILL OF QUANTITIES

# BILL OF NQUANTITIES FOR THE THE SUPPLYING AND INSTALLATION OF PUBLIC LIGHTING BASED ON SOLAR PANNEL POWER IN SOME PRIORITY ROADS IN MBIAME HEAD QUARTERS, MBVEM SUB DIVISION IN BUI DIVISION, NORTH WEST REGION.

No	DESCRIPTION	UNIT	Q'TY	U. PRICE	AMOUN
100	PRELIMINARY WORK	S		M. S.	OECENTRALIZ
101	Preparation of working documents	ls	1.00		Wilson Wilson
102	Site Installations	ls	1.00		
103	Bringing up and retriving of materials	ls	1.00		
	SUB-TOTAL 100				
200	CLEANING-EARTHWORKS-BASE	MENT W	ORKS		
201	General cleaning including ribble cut and cutting of trees and grass of the area to host the installation	ls	1.00		
202	Excavation and backfilling of the foundation pit	m³	50.00		
203	Blind concrete dozed at 200kg/m3	m³	9.00		
204	Reinforced concrete dozed at 400kg/m³ for the foundation anchorage plates. 50 x 80 x 50 cm	m <sup>3</sup>	10.21		
	SUB-TOTAL 200				
300	SUPPLY AND INSTALLATION OF SIN	IGLE LA	MP POLE		
301	Supply and install single solar lamp (LED) of 60watts with lighting area of 114x350x90 full lighting 600ml	u	1.00		
302	Supply and install solar photovoltaic module 150w/12v (monocrystalline solar panel)	u	1.00		
303	Supply and install 12.8V / 84AH solar Lithium-ion Battery with Aluminum box including solar charge controller	u	1.00		
304	Interconnection cables and after accessories	Is	1.00		
305	Supply and install imported Galvanized steel pipe of 6 metres	u	1.00		
306	System Protection device for lightening	ls	1.00		
307	Long 22 bolts and nuts with complete thread 20mm long	ls	4.00		
308	Transportation of material to site	ls	1.00		
309	Supply fixing and labelling of numbering plate on the solar pole	ls	1.00		
310	Testing of the system installation	ls	1.00		
	SUB-TOTAL 300				
	SUNDRY EXPENSE				
1	PRELIMINARY WORKS		1		
2	CLEANING-EARTHWORKS-BASEMENT WORKS		1		
4	SUPPLY AND INSTALLATION OF SINGLE LAMP POLE		15		
	TOTAL HT				
	TVA (19,25%)				
	TOTAL WITH TAXES				

STOP THE PRESENT BILL AT THE SUM OF



# PART 08 UNIT PRICE BREAKDOWN

	SUB-D	ETAIL OF PRICE N	ο:	19	101		
DESCRIPTION				1			
OF ACTIVITY ON				1/200	Duration of		
Prix NO.:	Daily output		Total Quantity:	Unit:	activity (Days):		
	CATEGORY	NUMBER	Daily Salary	Paid Man-day	Amount		
ا د							
A - PERSONNEL							
A - SON							
ERS							
Ы							
		TOTA		Dana killed	Amount		
	TYPE	NOMBER	Daily rate	Days billed	Amount		
5							
ME.							
B - EQUIPMENT							
nðg							
1	TOTAL B Unit price Consumption						
	TYPE	UNIT	Unit price	Consumption	Amount		
ALS							
C- MATÉRIALS							
ATÍ							
M							
		TO	TAL C				
D	TOTAL DIRECT CO	OST		A+B+C			
E	GENERAL SITE RISK		10%	D x 10%			
F	GENERAL HEAD O	FFICE EXPENSE	S 5%	D x 5% (D+E+F)			
G	COST PRICE			G x 10%			
Н	RISK + PROFIT		10%	(G+H)			
I	RID PRICE EXCLUDING TAXES			(I/Qty)			
J	UNIT PRICE EXCL	UDING TAXES		(1/49)			



# PART 09 ANNEXES



# MODEL OF UNDERTAKING

#### UNDERTAKING BY THE BIDDER

I the undersigned (name and first name of the signatory)acting as
(quality of the signatory with respect to the
company), of Nationality, and residence in
After having read and taken note of all the parts of the Open National Invitation to Tender in N° 06/ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 16/02/2024
FOR THE SUPPLYING AND INSTALLATION OF PUBLIC LIGHTING BASED ON SOLAR PANNEL POWER IN SOME PRIORITY ROADS IN MBIAME HEAD QUARTERS, MBVEM SUB DIVISION IN BUI DIVISION, NORTH WEST REGION.
I submit and commit myself to carry out the aforementioned Contract in accordance with the conditions of the Special regulations of the Invitation to tender, the special Technical specifications and the special Administrative Clauses, in particular the quantitative and qualitative confirmation of work, the respect of the deadlines, the guarantees and the insurance.
I commit myself moreover to ensure the registration and paying the forwarding costs of the contractual parts.
I declare to have perfect knowledge of the decree No. 33/CAB/PM of February 13 2007 putting the general Administrative clauses applicable to the Contracts of public works and supplies.
I confirm my agreement on the terms of the Particular Administrative Clauses (Draft contract) and attached the initialed copy of the aforesaid document to my offer.
I declare moreover that I remain committed by the present tender during a one hundred and twenty (120) days deadline as from the date of opening of the bids.
Done inon the
The CONTRACTOR (Signature and seal)

The CONTRACTOR (Signature and seal)



# MODEL BID BOND

#### **BID BOND**

Reference of the guarantee:	NO	(1,000)
Invitation to tender NO. 06		Consume ve
MBIAME DISTRICT HO BASED ON SOLAR PA QUARTERS, MBVE	(hereinafter called "the bidder"), hereinafter called "the bidder",	LIC LIGHTING IAME HEAD REGION
quarter in	hereby declare to guarantee payment to the I	Delegated
Contracting Authority of the that the Bank is committed to itself, its successors and assi	(Bank) of(country),hereby declare to guarantee payment to the I e sum of(in letters are to pay completely to the Delegated Contracting Author ignees.	nd in figures), ity, bidding
Signed and authenticated by	the aforementioned Bank this (day) of (month), and (y	rear).
The conditions of this comm	nitment are as follows:	
2.	If after the opening of the bids, the bidder withdraws the validity period	his Offer during
specified by himself	f in his tender, or	
3.	If the bidder, having been notified of the award of the Delegated Contracting Authority	e contract by the
during the period of	bid validity:	
• Fails or refuses to si	ign the contract even though required to do so:	
• Fails or refuses to fur	rnish the final bond for the contract as provided for by	the contract.
the sum referred to above up Authority having to substant Authority shall note that the	he Delegated Contracting Authority an amount up to the pon receipt of his written demand, without the Delegate tiate his demand, provided that in its demand the Delegate amount claimed by him is due, because on or the othe e) been fulfilled and he shall specify which condition(s	ed Contracting gated Contracting r or both of the
Delegated Contracting Auth thirtieth day inclusive follow the Delegated Contracting A	into force from the date of signature and from the date shority for the submission of tenders. It shall remain valid wing the end of the deadline for the validity of tenders. Authority to cause it to take effect should reach the bank nent of receipt before the end of this period of validity.	d up till the Any request by
This bond shall, for pu	urposes of its interpretation, be submitted to Cameroon	law.
Signature and stamp o	of the Guarantors	
Date		
Address		



# MODEL PERFORMANCE GUARANTEE

REPUBLIC OF CAMEROON

Peace-work-fatherland
MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT

North West Region Bui Division
MBIAME COUNCIL

P.O. Box 155 Kumbo, Mbven Sub Division Tel:

info@mbiamecouncil.org e-mail:mbiamecouncil@yahoo.com website:mbiamecouncil.org



REPUBLIQUE DU CAMEROUN

Paix-Travail-Patrie

MINISTERE DE LA DECENTRALISATION

ET DU DEVELOPPEMENT LOCAL

Region du Nord-Ouest Department de Bui COMMUNE DE MBIAME

P.O. Box 155 Kumbo, Arrondissement de Mbven Tel:

info@mbiamecouncil.org e-mail:mbiamecouncil@yahoo.com siteweb:mbiamecouncil.org

#### PERFORMANCE GUARANTEE

CONTRACT No ./ONIT/MINDDEVEL/BCITB/2024  We understand that(hereinafter called "the contractor"), has engage pursuant to obbing order No 06/ONIT/MINDDEVEL/BU/MC/MCITB/2024 awarded after an open national invitation to tender in N° 06/ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 16/02/2024  FOR THE SUPPLYING AND INSTALLATION OF PUBLIC LIGHTING BASED ON SOLAR PANNEL POWER IN SOME PRIORITY ROADS IN MBIAME HEAD QUARTERS, MBVEM SUB DIVISION IN BUI DIVISION, NORTH WEST REGION.
And that you stipulated in the aforementioned contract that the Contractor will give you a banking guarantee emanating from a bank installed in Cameroun and approved by the Minister in charge of Finances, of the amount stipulated hereafter, like guarantee of the good execution of his obligations, in accordance with the contract,
And that we agree to give a guarantee to the Contractor,
As of the time, we affirm by the present ones that we go guaranteeing and persons in charge in your connection, in the name of the Contractor, for a maximum amount of (amounts of the guarantee in figures and letters),
And that we commit ourselves paying you, as of reception of your first written request informing us that the Contractor does not conform to the stipulations of the contract, and without quarrel or discussion, all the amount, within the limits of (amounts of the guarantee, stipulated above), without you having to prove or give the reasons or the reason of your request of the amount indicated above.
The present guarantee is valid until the provisional acceptance of work object of the contract.
Signature and seals of the Guarantors
Date
Address



# MODEL GUARANTEE FOR ADVANCE PAYMENT

#### GUARANTEE ADVANCE PAYMENT

Bank	LA LOS COMMENTS
Reference of the guarantee: NO.	CATTALIZATION
Contract N °	
To the (Delegated Contracting Authority).	
Company We, Bank	
We, Bank	were informed that the Mayor of
Mbiame Council acting as the Delegated Cont	racting Authority and
FOR THE SUPPLYING AND INSTALLATION OF PANNEL POWER IN SOME PRIORITY ROADS IN IDENTIFY BOADS IN IDENTIF	PUBLIC LIGHTING BASED ON SOLAR MBIAME HEAD QUARTERS , MBVEM SUB
In iploma d with the provisions /ONIT/MINDDEVEL/BU/M	C/MCITB/2024 OF
, the Contractor is obliged to submit to the De	legated Contracting Authority, a bank caution
to guarantee the advance payment granted to frame	ncs CFA.
We, Bank irrevocably and without benefit of discussion, by the Contracting Authority, at his first written request and of this guarantee, that is to say Delegated Contracting Authority owing to the fact the of his obligations envisaged with the contract.	I within 4 (four) week maximum, the amount due by the Contractor to the
The request for partial or total mobilization of this gu recommended with acknowledgement of delivery wit the completely the reasons of its request.	arantee will be the subject of a justifying letter that a copy to the Contractor starting clearly and
The present bank guarantee will come into effect on work.	the date of the payment of the advance to start
The original of this guarantee will be preserved by the	e Delegated Contracting Authority.
This guarantee will be released when the amount of the	he advance is completely reimbursed.
After this date, the guarantee will become null and vany express request of our share.	roid and will have to be returned to us without
The law as well as the jurisdiction applicable	to the guarantee is those of Cameroun.
Signa	ture and seals of the Guarantors
Date	
Addre	ess



# TENDER SPECIMEN FORM

#### REPUBLIC OF CAMEROON

Peace-work-fatherland
MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

North West Region Bui Division MBIAME COUNCIL

P.O. Box 155 Kumbo, Mbven Sub Division **Tel:** 

info@mbiamecouncil.org e-mail:mbiamecouncil@yahoo.com website:mbiamecouncil.org



REPUBLIQUE DU CAMEROUN

Paix-Travail-Patrie ME

MINISTERE DE LA DECENTRALISATION

ET DU DEVELOPPEMENT LOCAL

Region du Nord-Ouest Department de Bui COMMUNE DE MBIAME

P.O. Box 155 Kumbo Arrondissement de Min

e-mail:mbiamecouncil@yahoo.com-siteweb:mbiamecouncil.org

#### TENDER SPECIMEN FORM

T. I. Jamad	acting as	, of Nationality CAMEROONIAN,
1 undersigned	ueting us	
	06/ONIT/MINDDEVEL/BU/MC	IN MBIAME HEAD QUARTERS, MBVEM SUB
In the case where o	our offer would be accepted, I so	ubject myself and engaged to:
regulations Administra estimate, fo	of the Invitation to tender, the tive Clauses, at the prices indi or the total amounts of the bid in	
	nd figure (including all taxes): _	
<ul> <li>In Letter ar</li> </ul>	nd figure (VAT 19, 25%):	
<ul> <li>In Letter ar</li> </ul>	nd figure (HT):	
To pay the	forwarding costs of the contract	etual parts;
- Begin wor	k in seven (7) days maximum	and to carry out the contract in six (06) months as der to start work.
The Delegated Co	ontracting Authority shall pay to	the sums due for this contract by crediting account branch.
I declare to have	perfect knowledge of the decre	e No. 33/CAB/PM of February 13 2007 putting the Contracts of public works and supplies.
I confirm my agr	eement on the terms of the Par	ocument to my offer.
	ver that I remained committed is deadline as from the date of o	by the present tender during a one number and
	Dor	ne inon the
	The	e CONTRACTOR (Signature and seal)



# MODEL OF PLANNING OF WORK EXECUTION

#### PLANNING OF WORK EXECUTION

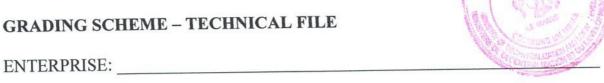
# OPEN NATIONAL INVITATION TO TENDER: N° 06 /ONIT/MINDDEVEL/BU/MC/MCITB/2024OF 16/02/2024

NO.	DESCRIPTION	D		FIRST MONTH SECOND			ND N	10N	ГН	T	HIRD	MONT	H			
	DESCRIPTION	Duration	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Lot 100	PRELIMINARY WORKS															
101																
102									ļ							
Lot 200	SURFACE DRESSING/ EARTH WORKS															
201																
202																
203																
				!		1					-	1				



# OTHER DOCUMENTS

#### **EVALUATION SHEET**



#### I-PERSONNEL

		EX	CISTENCE	
NO.	DESIGNATION	NO	YES	OBSERVATIONS
A	WORKS DIRECTOR – Electrical Engineer			
1	Certified true copy of diploma, attestation of presentation of original of diploma, C V dated and signed and Attestation of availability dated and signed			
В	SITE FOREMAN - HND Electrical technology			
1	Certified true copy of diplôma, attestation of poresentation of original of diploma, C V dated and signed and Attestation of availability dated and signed			
C	TEAM LEADER: - BACC in Electricity			
1	Certified true copy of diplôma, attestation of poresentation of original of diploma, C V dated and signed and Attestation of availability dated and signed			
D	Assistant TEAM LEADER: - CAP in Electricity			
1	Certified true copy of diplôma, attestation of poresentation of original of diploma, C V dated and signed and Attestation of availability dated and signed			
	TOTAL		/04 YES	

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

#### II - REFERENCES

NO	DESIGNATION	EXIS	TENCE	OBSERVATIONS
NO		NO	YES	
A	<b>03</b> References in installations OF SOLAR STREET LIGNTI all taxes inclusive) for the past five years. The reference sho projects and minutes of final reception for 2022-2019 project	ould have minute	cation (amour es of provision	nt at least 25 000 000 nal reception for 2022
1	First project			
2	Second project			
3	Third project			
3	Tima project		/03YES	

#### III -EQUIPMENT

		EXI	STENCE	
NO.	DESIGNATION	NO	YES	OBSERVATIONS
1	Proof of ownership or rental of a vehicle (Pick up 4 x 4) in good operating condition and a carte grise certified by the services of MINTRANSPORT with a current road worthy cerifcate.  Proof of electrical hand tools		01	
	TOTAL		/ 01 YES	

#### IV - METHODOLOGY OF INTERVENTION AND WORK EXECUTION

		EXIST		
NO.	DESIGNATION	NO	YES	OBSERVATIONS
NO.				The second secon

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

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

			JOUR AMERICA	
	ACKNOWLEDGEMENT OF SITE AND PRESENTATION	OF THE COMP	ANY	
1-	ACKNOWLEDGEMENT OF SITE AND TROOP.		14 . St annor	
	Organizational chart of the enterprise and organization chart of		AFF.	
	the site with detail coments and explanatory notes	1	1 。 例 ( ) 例 )	
			1 3000	
			D NYODIZE AND	
	ACKNOWLEDGEMENT OF TECHNICAL SPECIFICATIONS AND EXECUTION DATE LINE	D PLANNING OF	WORKSAIND	
2-			TO CAME STREET	
	A copy of CCTP (Special Technical Specification) duly initialed	1	CHIZATION	
	on each page, signed by the enterprise and dated on the last			
	on each page, signed by the enterprise and dated on the			
	page.			
	Planning of work execution with Model as indicated in the			
	- 10			
	Installation: Origin of materials with proof of manufacturer's			
	test/ certificate of conformity.			
	Description of deployment of team			
	METHODOLOGY OF EXECUTION OF	WORKS	F 51 (250)	
3-	METHODOLOGI OF EXECUTION			
	Proper description of the methodology of execution of works <sup>6</sup>			
	Attestation of site visit with site visit report back by photos of			
		1		
	the streets.  Description of health /safety /socio-economic and environmental	1		
	-t the project site			
	Description of maintenance measures during the guarantee			
	period	NI.		
4	SOLAR ENERGY INSTALLATIO	1		
	METAL WORKS : General guidelines for installation of poles.	1		
	SOLAR COMPONENTS: Description of inspection and tests			
	for: protection of solar panels, inverters, batteries and			
	· · · · · · · · · · · · · · · · · · ·			
	installation of accessories. <sup>7</sup>			
	installation of accessories.  Electricity: Description of inspection and tests for : protection  Electricity: Description of inspection and tests for : protection			
	of cables, installation of solar street lighting cables, installation			
	of accessories.	/ 4YE	es .	
-	TOTAL			

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

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

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

4-According to the project to be carried out

6-It must be accepted only if it takes into consideration all the aspect of the work to carry out and the relationship between them

for a better analyzing and understanding of the project (according to the estimates). <sup>7</sup>-A clear and proper description in the domain of wiring of dwelling, including the quality of materials to be used are needed.

#### V- SELF FINANCING CAPACITY

	V- SELF FINANCING CAPAC	EXIS	ΓENCE	
	DESIGNATION	NO	YES	OBSERVATIONS
NO.				
1	<ul> <li>An attestation of financial credibility issued by the same Bank as for the bid bond (access to a credit or of other financial facilities to ensure the gross margin of self-financing necessary for the duration of the contract.) The available amount must be at least equal to 100% of the projected amount of the project.</li> <li>CCAP completed and initialed on all the pages. And signed, dated on the last page.</li> </ul>			
			/ 0 1YES	
	TOTAL			

## VI- GENERAL PRESENTATION OF THE BIDS

		EXIST	ENCE	OBSERVATIONS
NO.	DESIGNATION	NO	YES	
	Presence, clearness of all documents, presentation of document in the order given in the tender and properly bound, Table of contents, pages numbered and separators in a colour apart from white, quality of document.			N IN BUI DIVISION

TOTAL	/1 YES	May Change
TOTAL : GENERAL GLOBAL TECHNICAL NOTE	/14YES	
		17 at

## VERIFICATION OF THE ADMINISTRATIVE DOCUMENTS

	ENTREPRISE :	YES	ZATION OC
01	Undertaking by bidder stamped, signed and dated in conformity with the model attached		
02	Attestation of non-bankruptcy dating less than 3 months, issued by the Competent jurisdiction		
03	Attestation of domiciliation of Bank account of the bidder issued by a bank or any other first-order credit institution approved by the Ministry in charge of finance.		
04	Bank guarantee (of the same bank) on the list of banking institutions of first order approved by the Ministry in charge of finance, for an amount in francs CFA of 2% of the project amount FCFA.		
05	Treasury Receipt of purchase of the tender file, as stipulated in the notice of call for tender.		
06	Attestation of C.N.P.S, valid and for the tender concern		
07	A non-exclusion certificate attesting that the bidder is not the subject of a temporary or permanent exclusion from public contracts, dated at most 3 months and issued by ARMP		
08	An attestation of the bidder's fiscal obligations signed by the competent Taxation authority for the current fiscal year . (clearance certificate)		
10	A Certified copy of taxpayer card valid, dated at most 3 months		
12	Plan and attestation of localization signed by the taxation authorities.		
	General observation		



#### MODEL ATTESTATION OF SITE VISIT

COMPANY LETTER HEAD

#### ATTESTATION OF SITE VISIT

¥	undersigned					cting	as
1	undersigned	, of	Nationality	CAMEROONIAN,	and	residence	in
		, bearer of	f NIC NO				

After having read and taken note of all the parts of the Open National Invitation to Tender N° 06/ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 16/02/2024

FOR THE SUPPLYING AND INSTALLATION OF PUBLIC LIGHTING BASED ON SOLAR PANNEL POWER IN SOME PRIORITY ROADS IN MBIAME HEAD QUARTERS, MBVEM SUB DIVISION IN BUI DIVISION, NORTH WEST REGION.

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

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

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

Date

Signature

# PERSONNEL FORM

POST	Nunber	NAMES SURNAMES	AGE	FORMATION	DATE OF RECRUITEMENT	EXPERIENCE IN THE BUILDING SECTOR (AT LEAST 5 YEARS)	OBSERVATIONS
Works Director							
Site foreman							
Team leaders							

## **EQUIPMENT**

NO.	Designation	Marque	Capacity	Age	Present state	Proprietor	Localisation
1							
2							
3							
4							
5							
6							
7							
8			5-01-25				
9							

Annexe photocopies d'immatriculation

#### REFERENCES

(Join copies of PV of reception)

NO.	INFORMATION ON	CONTRACT	CONTRACT DATE	CONTRACT DATE	CONTRACT NAME OF THE PROPERTY	CONTRACT
1	Delegated Contracting Authority					
2	Subject of the project					
3	Localisation of the project					
4	SERVICES					4/272
5	Amount of the contract					
6	Execution dead line					
7	Date of provisionary reception					
8	Date of final reception					
9	Certificat de bonne fin (Annexe NO.)					
10	Number of technical staff					
11	Number of workers					
12	Equipment used					

REPUBLIC OF CAMEROON

Peace-work-fatherland
MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT

North West Region Bui Division MBIAME COUNCIL

P.O. Box 155 Kumbo, Mbven Sub Division **Tel:** 

info@mbiamecouncil.org e-mail:mbiamecouncil@yahoo.com website:mbiamecouncil.org



#### REPUBLIQUE DU CAMEROUN

Paix-Travail-Patrie
MINISTERE DE LA DECENTRALISATION
ET DU DEVELOPPEMENT LOCAL

Region du Nord-Ouest Department de Bui COMMUNE DE MBIAME

P.O. Box 155 Kumbo, Arrondissement de Moven Tel:

info@mbiamecouncil.org e-mail:mbiamecouncil@yahoo.com siteweb:mbiamecouncil.org

# JOBBING ORDER NO /ONIT/MINDDEVEL/BU/MC/MCITB/2024 AWARDED AFTER AN OPEN NATIONAL INVITATION TO TENDER N° 06/ONIT/MINDDEVEL/BU/MC/MCITB/2024OF 16/02/2024

FOR THE SUPPLYING AND INSTALLATION OF PUBLIC LIGHTING BASED ON SOLAR PANNEL POWER IN SOME PRIORITY ROADS IN MBIAME HEAD QUARTERS, MBVEM SUB DIVISION IN BUI DIVISION, NORTH WEST REGION

# . <EMERGENCY PROCEDURE>

CONTRACTOR:	
BP	
Tel	
Fax	
TAX PAYER'S NO	

SUBJECT: FOR THE SUPPLYING AND INSTALLATION OF PUBLIC LIGHTING BASED ON SOLAR PANNEL POWER IN SOME PRIORITY ROADS IN MBIAME HEAD QUARTERS, MBVEM SUB DIVISION IN BUI DIVISION, NORTH WEST REGION.

PLACE OF EXECUTION: MBIAME DISTRICT HOSPITAL

**EXECUTION DEADLINE:** SIX (02) MONTHS

#### AMOUNT:

TOTAL TOTAL	TOTAL AMOUNT
AMOUNT FCFA	102.
ALL TAXES INCLUSIVE	
HTVA	
VAT (19, 25%)	
A.I.R (5,5% or 2,2%)	
NET TO BE PAID	

FUNDING: PUBL	IC INVESTMENT BUDGET SUBSCRIBED ON SIGNED ON NOTIFIED ON REGISTERED ON	MIHDU, 2024 Finance:	cial Year
The Govern Council, hereinaft	nment of the Republic of Car er referred to as the "The D	neroon, represented by elegated Contracting Aut	the Mayor of Mbiame thority"
ON THE ONE PA	IRT		
CONTRACTOR:	BP  Tel  Fax  TAX PAYER'S NO  BANK ACCOUNT NO  so Hereinafter re-		ctor"
Represented by  ON THE OTHE		1000000	

IT IS HEREBY AGREED AND ORDERED AS FOLLOWS:

#### JOBBING ORDER NO /ONIT/MINDDEVEL/BU/MC/MCITB/2024 AWARDED AFTER AN OPEN NATIONAL INVITATION TO TENDER N° 06/ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 16/02/2024

FOR THE SUPPLYING AND INSTALLATION OF PUBLIC LIGHTING BASED ON SOLAR PANNEL POWER IN SOME PRIORITY ROADS IN MBIAME HEAD QUARTERS, MBVEM SUB DIVISION IN BUI DIVISION, NORTH WEST REGION

# <EMERGENCY PROCEDURE>

AMOUNT:	SIX (02) MONHTS  MONTANT TOTAL	
MONTANT FCFA	MONTH TO THE PARTY OF THE PARTY	
TTC HTVA		
TVA (19,25%)		
A.I.R (5,5% or 2,2%)		
Net à Mandater		
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# LISTE DES ETABLISSEMENTS BANCAIRES ET ORGANISMES FINANCIERS DEFINITIF AUTORISES A EMETTRE DES CAUTIONS DANS LE CADRE DES LETTRE COMMANDES PUBLICS.

#### BANKS

- 1. Afriland First Bank (AFB)
- 2. Banque Atlantique Cameroun (BACM)
- 3. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
- 4. CITI Bank N.A. CAMEROON
- 5. Commercial Bank of Cameroon (CBC)
- 6. Ecobank Cameroon (EBC)
- 7. National Financial Credit Bank (NFC BANK)
- 8. Société Commercial de Banques Cameroun (CA-SCB)
- 9. Société Générale de Banque au Cameroun (SGBC)
- 10. Standard Chartered Bank Cameroon (SCBC)
- 11. Union Bank of Cameroon PLC (SCBC)
- 12. United Bank for Africa (UBA)

#### II- Insurance companies

- 1. Chanas Assurances S.A. BP 109/Douala;
- 2. Activa Assurances S.A. BP 12970/Douala;
- 3. Zenithe Insurance S.A. BP 1540/Doual.

N.B: la liste ci-dessus est egalement disponible sur le site web :www.armp.cm



## PART10 GRAPHIC PLANS