REPUBLIQUE DU CAMEROUN PAIX – TRAVAIL – PATRIE

MINISTRE DE LA DECENTRALIZATION ET DU DEVELOPPEMENT LOCAL

REGION DU NORD OUEST

DEPARTMENT DU BUI

ARRONDISSEMENT DE NKUM

COMMUNE DE NKUM

BP 63 – KUMBO; TEL: 33 15 59 15 E-MAIL nkumcouncil@yahoo.com

PEACE – WORK – FATHERLAND
\*\*\*\*\*\*\*\*\*\*\*\*\*

MINISTRY OF DECENTRALIZATION
AND LOCAL DEVELOPMENT
\*\*\*\*\*\*\*\*\*\*\*

\*\*\*\*\*\*\*\*\*\*\*\*

BUI DIVISION

\*\*\*\*\*\*\*\*\*\*\*

NKUM SUB DIVISION

12 8 FEV 2024

REPUBLIC OF CAMEROON

NKUM COUNCIL

P.O BOX 63 - KUMBO; TEL: 33 15 59 15 E-MAIL nkumcouncil@yahoo.com

## NKUM COUNCIL INTERNAL TENDER BOARD

# **TENDER FILE**

## **OPEN NATIONAL INVITATION TO TENDER**

N°: 007 /ONIT/NC/NCITB/2024 OF 28/02/2024 FOR THE SUPPLY OF SOLAR SECURITY STREETS LIGHT IN TATUM TOWN, NKUM MUNIIPALITY; BUI DIVISION, NORTH-WEST REGION.

# PROJECT OWNER: THE MAYOR, NKUM COUNCIL

BUDGET HEAD: 58 38 108 02 641651 464511 821

FUNDING: PIB MINHDU, 2024 FISCAL YEAR

RECORD NUMBER: IZ05916

# **TABLE OF CONTENTS**

Document N° 0: Invitation to tender (French Acronym: A.A.O):

Document N° 1: General Regulations of the invitation to tender (French Acronym: R.G.A.O):

**Document N° 2:** Special Regulations of the invitation to tender (French Acronym: R.P.A.O):

Document N° 3: Special Administrative Conditions (French Acronym: C.C.A.P):

Document N° 4: Special Technical Conditions (French Acronym: C.C.T.P):

Document N° 5: Schedule of prices:

Document N°6: Estimates Details (Bill of estimates and Schedule of quantities):

Document N° 7: The Breakdown of prices:

Document N° 8: Model contract:

Document N° 9: ANNEX:

Document N° 10: Grid of Tenders analysis:

**Document N° 11:** List of banking establishments and financial institutions Authorize to issue bonds for public contracts:

REPUBLIQUE DU CAMEROUN PAIX - TRAVAIL - PATRIE

MINISTRE DE LA DECENTRALIZATION ET DU DEVELOPPEMENT LOCAL

> REGION DU NORD OUEST \*\*\*\*\*

DEPARTMENT DU BUI

ARRONDISSEMENT DE NKUM

COMMUNE DE NKUM

BP 63 - KUMBO; TEL: 33 15 59 15 E-MAIL nkumcouncil@yahoo.com



# **TENDER NOTICE**

## N°: 007 /ONIT/NC/NCITB/2024 OF 28/02/2024 FOR THE SUPPLY OF SOLAR SECURITY STREETS LIGHT IN TATUM TOWN, NKUM MUNICIPALITY; BUI DIVISION, NORTH-WEST REGION.

1- SUBJECT OF THE INVITATION TO TENDER: Within the framework of 2024 state Budget, the state represented by the Mayor of i Nkum Council, CONTRACTING AUTHORITY, hereby launches an Open National Invitation to tender for the above works. The invitation to tender concerns the supply of solar security streets light in Tatum town, Nkum Municipality; Bui Division, North-West Region.

The road sections to be furnished are listed below:

S/N°	ITINERARY OF ROAD SECTIONS	LENGTH (km)	GAPING (I = 30)	QUANTITY
01	ELECAM STREET	0,15	-//-	05
01		0,15	-//-	05
02	GS TATUM STREET	0,15	-//-	05
03	ISLAMIC CHURCH STREET	0,15	-//-	05
04	D.O's ENTRANCE ROAD  TOTAL	0,6		20

- **DURATION: NINETY WORKING DAYS (03 MONTHS).**
- AMOUNT: the allocated budget amount is of: (35 000 000), THIRTY FIVE MILLION FCFA
- ALLOTMENT: NO SUBJECT
- CONTENT OF WORKS: Works under this tender invitation are constituted of the supply of solar security streets light.

These works shall involve the following tasks:

- The bringing up and retrieving of heavy equipment;
- The survey of the working area;
- The pecking and the setting out of pools' basement sites;
- The clearing and grubbing, including demolition of existing structure;
- The levelling of platform & removing of storm;
- The excavation of the foundation at the required depth;
- The putting in place of the basement cradle;
- The supply and putting in place of galvanized steel holed pools;
- The supply and putting in place of solar panels;
- The supply and putting in place of streetlight bulbs;

- The supply and putting in place of solar energy storage components;
- The supply and putting in place of suitable electric and electronic devices;
- The labelling of the project with a sticker if possible;
- The taking in account of safety measures;
- Any other task needed for the conducive realisation of works.

5-PARTICIPATION AND ORIGIN: Participation in this invitation to tender shall be open to all Cameroon based public works companies.

DU CAMES OF CAME

MINISTRY

6-FINANCING: Works under this tender shall be financed by the PIB budget; 2024 FISCAL YEAR.

7-CONSULTATION OF TENDER DOCUMENTS: The tender invitation documents may be consulted at the Service for the award of contracts, NKUM council.

8-ACQUISITION OF TENDER DOCUMENTS: The tender documents may be purchase at the Services of Contracts award at the NKUM council, upon presentation of a receipt of payment into the Nkum municipal treasury of a non-refundable fee of fifty thousand (50 000) francs CFA.

The said receipt must identify the payer as representing a consulting firm willing to participate in the tender.

9-PRESENTATION OF BIDS: Tenders shall be divided into three volumes and submitted in a simple envelope as follows:

- Volume 1 : Administrative documents;
- Volume 2: Technical proposal;
- Volume 3: Financial offer.

All the constituent documents (volume1, 2 and 3) shall be enclosed in a large and sealed outer envelope bearing only the subject of the tender concerned.

The different documents of each bid shall be numbered in keeping with the order indicated in the tender file and separated by coloured

10-SUBMISSION OF BIDS: Drafted in English or French and in SEVEN (7) including one (1) original and SIX (6) copies, labelled as such, bids shall be submitted in a sealed envelope and against a receipt at the Contract's Service of the NKUM council, no later than the 27/03/2024 at 10 a.m. They shall bear the following:

## N°: 007 /ONIT/NC/NCITB/2024 OF 28/02/2024 FOR THE SUPPLY OF SOLAR SECURITY STREETS LIGHT IN TATUM TOWN, NKUM MUNICIPALITY; BUI DIVISION, NORTH-WEST REGION.

## FINANCING: PIB BUDGET; 2024 FISCAL YEAR

## "TO BE OPENED ONLY AT THE BIDS OPENING SESSION"

11-OPENING OF BIDS: The administrative documents, the technical and financial proposals shall be opened on the 27/03/2024 at 11 am prompt, local time, by the NKUM Council Internal Tender's Board in the presence of bidders or their representatives.

All Bidders may attend the opening session or each has to make himself represented by one person of his choice (even in the event of a joint-venture) with sound knowledge of his file.

- 12. ADMISSIBILITY OF BIDS: Under penalty of rejection, the required administrative documents must be produced in originals or certified copies confirmed by the issuing or competent services, as the case may be, in accordance with the indications of the SRIT (RPAO). They must be dated not more than three (03) months from the opening of the envelopes, or, established after the date of publication of the tender notice.
- 13. EXECUTION DEADLINE: The maximum deadline provided for by the CONTRACTING AUTHORITY shall be ninety (90) working days from the date of the notification of the service order for works to start.
  - 14-ASSESSMENT BIDS: The bids shall be evaluated according to the main criteria as follows:
  - 14.1 ELIMINATORY CRITERIA: Incomplete administrative documents due to the absence of one of the required documents.

Incomplete technical file due to the absence of one of the following documents:

- b1) an attestation of site visit signed in truth by the bidder;
- b2) a methodological note indicating the organization, planning and understanding of the project;
- b3) proof of availability of a civil engineers with at least three (03) years of experience in similar works proposed as main staff;
  - False declaration or forged document;

- Failure to justify ownership, rent or leasing of the following equipment's;
- 01 HAND-CRANKED TRUCK
- Omission of a quantified unit price in the financial offer (the lot concerned will be eliminated)
- Not satisfying at least 19 elements of essential criteria

## 14.2 ESSENTIAL CRITERIA

A - References

03 elements

B - Managerial staff

09 elements

C - Equipment

06 elements

D- Financing

03 elements

Details of these main qualification criteria are specified in the assessment grid contained in the Special Tender Regulations.

**15-AWARD OF CONTRACT:** The contract shall be awarded to the lowest bidder, complying with the technical and administrative requirements as specified in article 33 of the public contracts code.

16-DURATION OF TENDER VALIDITY: The tenders shall be valid for 90 (ninety) days with effect from the submission deadline.

17-BID BOND: The bid shall be submitted with a bid bond of Seven hundred thousand (700 000) FCFA delivered by a banking institution recognized by MINFI and COBAC in the form provided in the special tender regulations. The bid bond shall remain valid 90 days after submission of the bids.

Subject to rejection, the provisional guarantee shall be obligatorily produced in its original and dated not more than three (03) months.

For unsuccessful bidders, the provisional guarantee shall be released not later than 15 (fifteen) days after the expiry of tender validity. For successful bidders, it shall be released only after the definitive guarantee has been constituted.

18-FURTHER INFORMATION: Additional technical information may be obtained at the Contract's Service of NKUM Council, Tel 237 677 827 817.

19-ADDENDUM: The CONTRACTING AUTHORITY reserves the right to carry out any necessary modifications to this invitation to tender.

DONE AT TATUMI, THE ----

THE MAYOR, NKUM COUNCIL.

## Copies:

- ARMP/BAMENDA
- DD MINEPAT BUI
- CRTV/BAMENDA
- CAMNEWS
- BUI Communities Radios
- Bill Board
- Files/Archives



REPUBLIQUE DU CAMEROUN PAIX – TRAVAIL – PATRIE

MINISTRE DE LA DECENTRALIZATION ET DU DEVELOPPEMENT LOCAL

REGION DU NORD OUEST

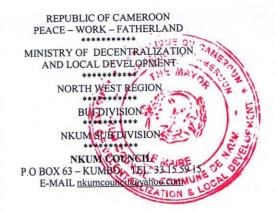
DEPARTMENT DU BUI

ARRONDISSEMENT DE NKUM

COMMUNE DE NKUM

BP 63 – KUMBO; TEL: 33 15 59 15 E-MAIL nkumcouncil@yahoo.com





## AVIS D'APPEL D'OFFRES

## AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N°: 007 /ONIT/NC/NCITB/2024 DU 28/02/2024 POUR LA FOURNITURE DES LAMPADAIRES SOLAIRES DE SECURITE DANS LA VILLE DE TATUM, MUNICIPALITE DE NKUM; DEPARTEMENT DU BUI, REGION DU NORD-OUEST

MAITRE D'OUVRAGE: LE MAIRE DE LA COMMUNE DE NKUM.

FINANCEMENT: B.I.P 2024

1-OBJET DE L'APPEL D'OFFRES: Dans le cadre de l'exercice Budgétaire 2024 du Cameroun, la commune de NKUM représentée par le MAIRE de NKUM, lance un Appel d'Offre National Ouvert pour la réalisation des Travaux sus-indiqués.

L'appel d'offres porte sur la fourniture des lampadaires solaires dans la ville de TATUM.

Les troncons de routes à alimenter sont les suivants :

S/N°	ITINERARY OF ROAD SECTIONS	LENGTH (km)	GAPING (I = 30)	QUANTITY
01	ELECAM STREET	0,15	-//-	05
02	GS TATUM STREET	0,15	-//-	05
03	ISLAMIC CHURCH STREET	0,15	-//-	05
04	D.O's ENTRANCE ROAD	0,15	-//-	05
01	TOTAL	0,6		20

2-DELAI D'EXECUTION: UTRE VINGT DIX (90) JOURS OUVRABLES (03 MOIS)

3-MONTANT: le montant alloué est de : (35 000 000), TRENTE CINQ MILLIONS DE FCFA

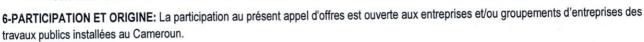
4-ALLOTISSEMENT: Sans objet.

5-CONSISTANCE DES TRAVAUX

Ces travaux comprennent les opérations suivantes:

- L'amené et l'installation des engins lourds et équipements;
- Le marquage et piquetage du tronçon ;
- · L'implantation des fondations;
- Le déblai et le dégagement des obstacles;
- Le nivellement de la plateforme et dessouchage;
- Les fouilles en puits à la profondeur requise;
- La pose des socles;
- La fourniture et pose des poteaux métalliques creux;

- La fourniture et pose des panneaux solaires;
- La fourniture et pose des lampadaires;
- La fourniture et pose des composantes de stockage d'énergie solaires;
- La fourniture et pose des appareils électriques et électroniques appropriés;
- La labellisation du projet par autocollants s'il y'a lieu;
- La prise en compte des mesures de sécurités;
- Toute autre tâche concourant à la bonne réalisation des travaux.



7-FINANCEMENT: Les travaux objet du présent appel d'offres seront financés par le B.I.P 2024

- 8. CONSULTATION DU DOSSIPIER D'APPEL D'OFFRES : Le dossier d'Appel d'Offres peut être consulté dans le service de passation des Marchés de la COMMUNE DE NKUM.
- 9. ACQUISITION DU DOSSIER D'APPEL D'OFFRES : Le Dossier d'Appel d'Offres peut être retiré dès publication du présent avis dans les services de Passation des marchés de la COMMUNE DE NKUM sur présentation d'une quittance de versement d'une somme non remboursable au titre des frais de dossier de (50 000) francs CFA payable à la recette municipale.
- 10. PRESENTATION DES OFFRES: Les documents constituant l'Offre seront répartis en trois volumes ci-après, placés sous simple enveloppe dont:
  - Volume 1 : Pièces administratives ;
  - Volume 2 : Offre Technique ;
  - Volume 3: Offre Financière.

Toutes les pièces constitutives des Offres (Volume 1, 2 et 3), seront placées dans une grande enveloppe extérieure scellée et 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 couleurs identiques.

11. REMISE DES OFFRES :Chaque offre, rédigée en français ou en anglais et en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme tels, devra parvenir sous plis fermés, aux service des Marchés de la commune de Jakiri, au plus tard 27/03/20234 à 10 heures, et déposé contre récépissé. Elle devra porter la mention :

## « AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N°: 007/ONIT/NC/NCITB/2024 DU 28/02/2024 POUR LA FOURNITURE DES LAMPADAIRES
SOLAIRES DE SECURITE DANS LA VILLE DE TATUM, MUNICIPALITE DE NKUM; DEPARTEMENT DU BUI, REGION DU NORD-OUEST.

## "A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT"

Les offres parvenues après l'heure ou la date indiquées ci-dessus seront irrecevables.

- 12. OUVERTURE DES OFFRES : L'ouverture des offres s'effectuera en un seul temps et aura lieu 27/03/2024 à 11 heures, heure locale, par la Commission de Passation des marchés de la COMMUNE DE NKUM. Seuls les soumissionnaires ou leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier peuvent assister à cette séance d'ouverture.
- 13. RECEVABILITE DES OFFRES: Sous peine de rejet, les pièces administratives exigées doivent être produites en originaux ou en copies certifiées conformes par les services émetteurs ou compétents, selon le cas, suivant les indications du RPAO. Elles devront être datées d'au plus trois (03) mois à l'ouverture des plis ou établies postérieurement à la date de publication de l'avis d'appel d'offres.

## 14. CRITERES D'EVALUATION DES OFFRES:

Les offres seront évaluées sur la base des critères ci-après:

#### 14.1 CRITÈRES ELIMINATOIRES

- Dossier administratif incomplet pour absence ou non-conformité de l'une des pièces exigées;
- Offre technique incomplète pour absence :
  - b1) de l'Attestation de visite des lieux signée sur l'honneur par le soumissionnaire;
  - b2) de la Note méthodologique (organisation, planning et compréhension du projet) ;



b3) Ingénieur de Génie Civil ayant au moins trois (03) ans d'ancienneté proposé comme personnel d'encadrement.

Fausse déclaration ou pièce falsifiée ;

Non justification de la possession en propriété, en location ou en leasing du matériel minimum suivant

01 camion à manivelle ;

· Omission dans l'offre financière d'un prix unitaire quantifié (l'élimination se fera pour les lots concernés

N'avoir pas satisfait à au moins 19 éléments des critères essentiels.

#### 14.2 CRITERES ESSENTIELS:

L'offre technique sera évaluée suivant la grille de notation suivante :

A - Références ......03 éléments

B - Personnel d'encadrement ......09 éléments

C - Matériel ......06 éléments

D- Surface financière ......03 éléments

Les détails de ces critères essentiels sont précisés par le Règlement Particulier de l'Appel d'Offres (RPAO) et repris dans la grille d'évaluation.

#### 15-ATTRIBUTION DU MARCHÉ:

Le Maître d'Ouvrage attribuera le Marché au Soumissionnaire dont l'offre a été reconnue conforme pour l'essentiel au Dossier d'Appel d'Offres et qui dispose des capacités techniques et financières requises pour exécuter le Marché de façon satisfaisante et dont l'offre a été évaluée la moins-disant en incluant le cas échéant les rabais proposés.

Un même soumissionnaire ne peut être attributaire de plus d'un lot.

Dans le cas où un soumissionnaire ayant rempli les critères techniques aura présenté l'offre la moins-disant pour plus d'un lot, il se verra attribué le lot ayant le montant le plus élevé.

#### 16-DUREE DE VALIDITE DES OFFRES :

La durée de validité des offres est de quatre-vingt-dix (90) jours à compter de la date limite fixée pour leur remise.

#### 17-CAUTIONNEMENT PROVISOIRE:

Chaque soumissionnaire devra joindre à ses pièces administratives, un cautionnement provisoire délivré par un établissement bancaire de premier ordre agréé par le Ministre en charge des Finances, dont le montant est de sept cent mille (700,000) FCFA

Sous peine de rejet, le cautionnement provisoire devra être impérativement produit en original.

Le cautionnement provisoire sera libéré au plus tard quinze (15) jours après le délai de validité des offres pour les soumissionnaires n'ayant pas été retenus. Pour le soumissionnaire attributaire du marché, le cautionnement provisoire sera libéré après constitution du cautionnement définitif.

#### 18-RENSEIGNEMENTS COMPLÉMENTAIRES:

Les renseignements complémentaires d'ordre technique peuvent être obtenus au service des Marchés de la Commune de NKUM, Tel 237 677 827 817.

#### 19-ADDITIF À L'APPEL D'OFFRES:

L'Autorité Contractante se réserve le droit, en cas de nécessité, d'apporter toute autre modification ultérieure au présent appel d'offres. 2000

LE MAIRE DE LA COMMUNE DE NKUM

CANON ON THE MAYOR OF CAMEROOUS AND COUNCIL MAYOR NKUM COUNCIL



# DOCUMENT N° 1 GENERAL RULES OF THE INVITATION TO TENDER (R.G.A.O)

## Table of contents

## Generalities

Article 1: Scope of the tender

Article 2: Financing

Article 3: Fraud and corruption

Article 4: Candidates admitted to compete

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

Article 6: Qualification of bidder

Article 7: Visit of site of works

## Tender File

Article 8: Content of Tender File

Article 9: Clarifications on Tender File

Article 10: Modification of the Tender File

## Preparation of Tenders

Article 11: Tender fee

Article 13: Constituent documents of the bid

Article 14: Amount of bid

Article 15: Currency of bid and payment

Article 16: Validity of bids

Article 17: Bid bond

Article 18: Varying proposals by bidders

Article 19: Preparatory meeting to the establishment of bids

Article 20: Form and signature of bids

## · Submission of bids

Article 21: Sealing and marking of bids

Article 22: Data and time-limit for submission of bids

Article 23: Out of time-limit bids

Article 24: Modification, substitution and withdrawal of bids

## Opening of bids and evaluation of offers

Article 25: Opening of bids

Article 26: Confidential nature of the procedure

Article 27: Clarifications on the offer and contact with Contracting Authority

Article 28: Determination of their conformity

Article 29: Qualification of the bidder

Article 30: Correction of errors

Article 31: Conversion into a single currency

Article 32: Evaluation of financial offers

Article 33: National preference

## Award of the contract

Article 34: Award

Article 35: Right of the Contracting Authority to declare an invitation to tender unsuccessful or to cancel a procedure

Article 36: Cancellation of invitation to tender or declared unsuccessful

Article 37: Notification of the award of the contract

Article 38: Signature of the contract

Article 39: Final bond

#### A - Generalities

#### Article 1: Scope of the tender

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

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

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

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

#### Article 2: Financing

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

## Article 3: Fraud and corruption

- The Contracting Authority requires from bidders and contractors the strict respect of rules and professional ethics during the award and execution of public contracts. By virtue of this principle, the Contracting Authority:
- defines, within the context of this clause, the following expressions in the following manner:
  - Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action
    of a public official during the award or execution of a contract;
  - is involved in "fraudulent manoeuvres" whoever warps or distorts facts in order to influence the award or execution of a contract;
  - "collusive practices" mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition;
  - And "coercive practices" mean any form of harm against persons or their property or threats against them in order to
    influence their action during the award or execution of a contract.
  - Will reject any award proposal if it determines that the proposed successful bidder is directly or through the intermediary
    of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this
    contract.

## Article 4: Candidates allowed to compete

- 4.1 If the invitation to tender is restricted, consultation is addressed to all candidates retained after a pre-qualification procedure.
- 4.2 Generally, the invitation to tender is addressed to all contractors, subject to the following provisions:
  - A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
  - A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest.

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

- is associated or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
- . Presents more than one offer within the context of invitation to tender, except authorised variants according to article 18, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one offer.
  - . The bidder must not have been excluded from bidding for public contracts.
  - . A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is:
  - (i) Legally and financially autonomous,
  - (ii) Managed according to commercial laws
  - (iii) Not under the direct supervisory authority of the Contracting Authority.

## Article 5: Building materials, supplies equipment and authorized services

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

Within the meaning of this 5.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate. Article 6: Qualification of bidder 6.1 As an integral part of their offer, bidders must:

submit a power of attorney making the signatory of the offer bound by the offer; and

(b) Update the information included in their request for pre-qualification which may have changed (or provide this information, in case FMAIRE of open invitation to tender). COMMUNE COMMUNE

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

- (i) Access to a credit line or availability of other sources of funding; considering the scope of the services, the production of recent balance sheets and turnovers may be required;
  - (ii) Orders acquired and contracts awarded;
  - (iii) Pending litigations; and
- (iv) Availability of essential equipment
- 6.2 Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:
- The offer must include all the information listed in article 6(1) above;
- (b) The offer and the contract must be signed in a way that is binding on all members of the group;
- (c) The nature of the group (joint or several) must be specified and justified with the production of a joint venture agreement in due form;
- (d) The member of the group designated as the representative will represent all the undertakings vis à vis the Contracting Authority with regard to the execution of the Contract.
- (e) In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Contracting Authority into a single account; on the other hand, each undertaking is paid in its own account by the Contracting Authority where it is several co-contracting.
- 6.3 Bidders must equally present sufficiently detailed proposals to demonstrate that they conform to the technical specifications and delivery time-limits set in the Special Regulations of the invitation to tender.

#### Article 7: Visit of works site

- 7.1 The bidder is advised to visit and inspect the works and its environs and obtain by himself and under his own responsibility, all the information which may be necessary for the preparation of the offer and the execution of works. The related cost of the visit of the site shall be borne by the bidder.
  - 7.2 The Contracting Authority shall authorise the bidder and his employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his employees and agents free the Contracting Authority, his employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss of material damages, costs and fees incurred from this visit.
  - 7.3 The Contracting Authority may organise a visit of the site of works during the preparatory meeting to establish the offers mentioned in article 19 of the General Regulations of the invitation to tender

## B. Tender File

#### Article 8: Content of Tender File

- 8.1 The Tender file describes works forming the subject of the contract, sets the consultation procedure of contractors and specifies the terms of the contract. Besides the addendum (addenda) published in accordance with article 10 of the General Regulations of the invitation to tender, it includes the following documents:
- The letter of invitation to tender (for restricted invitation to tender);
- The tender notice;
- The General Regulations of the invitation to tender;
- The Special Regulations of the invitation to tender;
- The Special Administrative Conditions;
- The Special Technical Conditions;
- The price schedule:
- The estimates details (bill of estimates and/or quantities survey)
- The breakdown of prices;
- Model tender letter;
- Model bid bond;
- Model of bank guarantee in replacement of the retention fund;
- Model contract:

- List of banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds.
- 8.2 The bidder must examine all the rules, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare an offer in conformity with all aspects of the said file. Any madequacy may lead to a rejection of his offer.

## Article 9: Clarifications on the Tender File

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

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

- 9.2 Between the publication of the tender notice including the pre-qualification phase of candidates and the opening of bids, any bidder who feels aggrieved in the public contracts award procedure may lodge a complaint to the Authority in Charge of Public Contracts.
- 9.3 The complaint must be addressed to the Authority in Charge of Public Contracts or Contracting Authority and the chairperson of the Tenders Board.

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

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

## Article 10: Amendment of the Tender File

- 10.1 The CONTRACTING AUTHORITY may at any moment, prior to the deadline for the submission of offers and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum.
- 10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known to all bidders who bought the Tender File. The latter must acknowledge receipt of the addenda in writing to the CONTRACTING AUTHORITY.
- In order to give bidders sufficient time to take account of the addendum in the preparation of their offers, the Contracting Authority
  may postpone as is necessary, the deadline for the submission of offers, in accordance with provisions of article 22 of the General
  Regulations of the invitation to tender.

## C - Preparation of offers

#### Article 11: Tender costs

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

## Article 12: Language of offer

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

## Article 13: Constituent documents of the offer

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

#### Volume 1: Administrative file

#### It includes:

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

#### Volume 2: Technical offer

B.1 Information on qualifications

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

JE DU CAME

## **B.2 Methodology**

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

B.3 Proof of acceptance of conditions of the contract

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

- The Special Administrative Conditions (SAC);
- The Special Technical Conditions (STC).

B.4 Commentaries (optional)

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

#### Volume 3: Financial offer

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

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

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

#### Article 14: Offer price

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

## Article 15: Currency of offer and payment.

- 15.1 In case of international invitations to tender, the currencies of the offer shall follow the provisions of either Option A or Option B below, the applicable option being that retained in the Special Regulations of the invitation to tender.
  - 15.2 Option A: The amount of the offer shall be entirely made in the national currency (CFA franc).

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

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

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

- a) The prices of inputs necessary for works which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country as specified in the Special Regulations and called "national currency".
- b) The prices of inputs necessary for works which bidder intends to procure out of the contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country winder used in international trade.
- 15.4 The Contracting Authority may request the bidders to explain the needs in national and foreign/currencies and to justify that the amounts included in the unit and total prices and indicated in annex to the bids are reasonable to this end a detailed statement of their needs in foreign currencies shall be furnished by the bidder.
- 15.5 During the execution of the works, most of the foreign currency to be paid as part of contract, may be revised in common accord between the Contracting Authority and the contractor in a way as to take account of any modification in the foreign currency needs within the contract.
- 15.6 For national invitations to tender, the currency shall be the CFA franc.

## Article 16: Validity of offers

- 16.1 Offers must remain valid during the period stated in the Special Regulations from the date of submission of bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. An offer valid for a shorter period shall be rejected by the Contracting Authority as not being in conformity.
- 16.2 Under exceptional circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his offer without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his offer nor shall he be authorised to do so.
- 16.3 Where the contract does not include a price revision clause and that the period of validity of offers is extended for more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the formula featuring in the request for extension that the Contracting Authority addressed to bidders. The updating period shall run from the date of notification of the contract or the Administrative Order for start of execution of works by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation.

#### Article 17: Bid bond

- 17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his offer.
- 17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of offers or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.
- 17.3 Any offer without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the offer and mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- 17.6 The bid bond may be seized:
  - a) If the bidder withdraws his offer during the period of validity;
  - b) If the retained bidder:
    - i) fails in his obligation to register the contract in application of article 37 of the General Regulations;
    - ii) Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations.

## Article 18: Varying proposals of bidders

- 18.1 Where the works can be executed within variable deadlines, the Special Regulations shall specify these deadlines and shall indicate the method retained for the evaluation of the completion deadline proposed by the bidder within the specified deadlines. Offers that propose deadlines beyond those specified shall be considered as not being in conformity.
- 18.2 Except in the case mentioned in article 18(3) below, bidders wishing to offer technical variants must first assess the basic solution of the Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder offer conforming to the basic solution that has been evaluated as the lowest bid.
- 18.3 When according to the Special Regulations the bidders are authorized, to directly submit the technical variants for certain parts of the works, these parts of the works must be described in the technical specifications. Such variants shall be evaluated according to their own merit in accordance with the provisions of article 31(2) (g) of the General Regulations.

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

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

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

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

#### D. Submission of offers

### Article 21: Sealing and marking of offers

- 21.1 The bidder shall seal the original and each copy of the offer in separate envelopes (internal envelopes) by marking on these envelopes "ORIGINAL" and "COPY", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.
- 21.2 The external and internal envelopes
  - a) Should be addressed to the CONTRACTING AUTHORITY at the address indicated in the Special Regulations
  - b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "TO BE OPENED ONLY ON THE DAY AND AT THE TIME FIXED FOR THE OPENING OF BIDS" as specified in the Special Regulations.
- 21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed offer if it is late in accordance with article 23 of the General Regulations and to meet the provisions of article 24 of the General Regulations.
- 21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the offer is misplaced or opened prematurely.

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

- 22.1 The offers must be received by the Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations.
- 22.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the offers by publishing an addendum in accordance with the provisions of article 10 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

#### Article 23: Late offers

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

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

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

- 24.2 The notification of modification or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. The withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set to the submission of offers.
- 24.3 Offers being requested to be withdrawn in application of article 24(1) shall be returned unopened.
- 24.4 No offer may be withdrawn during the interval between the submission of offers and the expire of the validity of offers specified by the model tender. The withdrawal of an offer by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

## E. Opening of envelopes and evaluation of offers

## Article 25: Opening of envelopes and petitions

- 25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding offer shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement offer" are opened and announced to the hearing of everyone and the new corresponding offer substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the offer shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding offer. The modification of the offer shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only offers which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [in case of opening of financial offers] and any variant, where necessary, the existence of a guarantee of the offer if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of offers announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Offers (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of offers, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialled copy of the offers presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public contracts, the Contracting Authority or CONTRACTING AUTHORITY.
  - It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.
  - The Independent Observer attaches to his report the sheet that was handed to him, including any related commentaries or observations.

#### Article 26: Confidential character of the procedure

- 26.1: No information relating to the examination, clarification, evaluation and comparison of offers and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person concerned with the said procedure before the announcement of the award.
- 26.2 Any attempt by a bidder to influence the Evaluation sub-committee of bids or the Contracting Authority in his award decision may cause the rejection of his offer.
- 26.3 Notwithstanding the provisions of paragraph 26.2, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority with reasons having to do with his offer may do so in writing.

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

27.1 To ease the examination, evaluation and comparison of offers, the chairperson of the Tenders Board may, if he desires, request any bidder to give clarifications on his offer. This request for clarification and the response given are formulated in writing but no change on the amount or content of the offer is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 29 of the General Regulations.

27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Subcommittee for questions related to their offers, between the opening of envelopes and the award of the contract?

## Article 28: Determination of Conformity of offers

- 28.1 The Evaluation sub-committee shall carry out a detailed examination of offers to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the offers are in proper order.
- 28.2 The Evaluation sub-committee shall determine if the offer is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- 28.3 An offer that conforms to the Tender File shall essentially be an offer that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that a
  - which substantially limits the scope, quality or realisation of the works;
  - which substantially limits and is not in conformity with the Tender File, the rights of the Contracting Authority or the obligations of the bidder in relation to the contract; or
  - Whose correction would unjustly affect the competitiveness of the other bidders who presented offers that essentially conformed to the Tender File
- 28.4 If an offer is essentially not in conformity it shall be rejected by the competent Tenders Board and shall not eventually be rendered in conformity.
- 28.5 The CONTRACTING AUTHORITY reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of offers.

## Article 29: Qualification of the bidder

The Evaluation sub-committee shall ensure that the successful bidder because having an offer substantially in conformity with the provisions of the Tender File, fulfils the qualification criteria stipulated in article 6 of the Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

## Article 30: Correction of errors

- 30.1 The Evaluation sub-committee shall verify offers considered essentially in conformity with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:
  - where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
  - If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
  - Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.
  - 30.2 The amount featuring in the offer shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.
  - 30.3 If the bidder who presented the lowest bid refuses the correction thus carried out, his offer shall be rejected and the bid bond may be seized.

## Article 31: Conversion into a single currency

- 31.1 To facilitate the evaluation and comparison of offers, the Evaluation sub-committee shall convert the prices of offers expressed in various currencies into those in which the offer is payable in CFA francs.
- 31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

## Article 32: Evaluation of financial offers

- 32.1 Only offers considered as being in conformity, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.
- 32.2 By evaluating the offers, the Evaluation Sub-committee shall determine for each offer the evaluated amount of the offer by rectifying the amount as follows:
- By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
- By excluding projected sums and where necessary provisions for the unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are evaluated in a competitive manner as specified in the Special Regulations.

- By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the
  provisions of article 31(2) of the General Regulations;
  - By appropriately adjusting any other modification, divergence or quantifiable reservation on technical of financial basis.
- By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
- If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
- If need be, in accordance with the provisions of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated according to their own mentioned independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.
  - 32.3 The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of offers.

The Contracting Authority reserves the right to accept or reject any modification, difference or reservation. The modifications, differences, variants or other factors which exceed the requirements of the tender file are not taken into account during the evaluation of offers.

32.4 If the offer judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Contracting Authority, the Evaluation sub-committee may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory to it, the CONTRACTING AUTHORITY may reject the offer.

## Article 33: Preference granted national bidders

If this provision is mentioned in the Special Regulations, national contractors may benefit from a margin of national preference during the evaluation of offers as provided for in the Public Contracts Code.

## F. Award of the contract

#### Article 34: Award

- 34.1 The Contracting Authority shall award the contract to the bidder whose offer was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose offer was evaluated as the lowest by including, where necessary, proposed rebates
- 34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest offer shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot, as well as their financial situation at the time of award.

## Article 35: The right by the Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure

The Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorisation of the Minister of Public Contracts where the offers have been opened or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

## Article 36: Notification of the award of the contract

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

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

- 37.1 The Public Contracts Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the Independent Observer's report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the offers.
- 37.2 The Authority in charge of Public Contracts is bound to communicate the reasons for the rejection of offers of the bidders concerned who so request.
- 37.3 After publication of the award results, offers that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.
- 37.4 In case of petition, it should be addressed to the Authority in charge of Public Contracts, with copies to the body in charge of the regulation of public contracts, the Contracting Authority or and the chairperson of the Tenders Board.

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

#### Article 38: Signing of the contract

38.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board and the competent Specialised Contracts Control Board, where need may be for approval.

- 38.2 The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.
- 38.3 The contract must be notified to the holder within five (5) days of its date of signature

## Article 39: Final Bond

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



# DOCUMENT N° 2: SPECIAL RULES OF THE INVITATION TO TENDER (R.P.A.O)

## **TABLE OF CONTENTS**

ARTICLE 1: DEFINITION OF WORKS

**ARTICLE 2: FINANCING** 

ARTICLE 3: DEADLINE FOR THE EXECUTION OF WORKS

ARTICLE 4: CONDITIONS OF PARTICIPATION

ARTICLE 5: RESPECT OF THE CONDITIONS OF INVITATION TO TENDER

ARTICLE 6: FUNDAMENTAL DOCUMENTS OF THE TENDER FILE

ARTICLE 7: ENLIGHTENMENTS AND MODIFICATIONS TO DOCUMENTS OF THE TENDER FILE

ARTICLE 8: ESTABLISHMENT OF THE BID

ARTICLE 9: PRESENTATION OF BIDS

ARTICLE 10: TEMPORARY SECURITY BOND

ARTICLE 11: DEPOSIT OF THE BIDS

ARTICLE 12: VALIDITY DEADLINE OF THE TENDERS

ARTICLE 13: OPENING OF BIDS

ARTICLE 14-ASSESSMENT OF THE BIDS

ARTICLE 15-AWARDING OF THE BID

ARTICLE 16-VERIFICATION OF BIDS

ARTICLE 17-PROCEDURE FOR THE CONSTITUTION OF CONTRACT

ARTICLE 18: COMPLEMENTARY INFORMATION

ARTICLE 19: SUBSCRIPTION OF THE CONTRACT PROJECT



#### **ARTICLE 1: DEFINITION OF WORKS**

The invitation to tender concerns the supply of solar security streets light in TATUM town, Nkum Municipality, Bdi Division, North-West Region.

The road sections to be furnished are listed below:

S/N°	ITINERARY OF ROAD SECTIONS	LENGTH	Km2	GAPING (I = 30)	QUANTITY
01	ELECAM STREET	0,15	1000	call-	S 05
02	GS TATUM STREET	0,15	11.6	Ch Hame	205
03	ISLAMIC CHURCH STREET	0,15		RAFION &	05
04	D.O's ENTRANCE ROAD	0,15		-//-	05
	TOTAL	0,6			20

#### **ARTICLE 2: FINANCING**

The works, subject of the present invitation to tender will be financed by the PIB 2024 FISCAL YEAR.

#### ARTICLE 3: DEADLINE FOR THE EXECUTION OF WORKS

The maximum delay of execution of works is fixed for ninety (90) working days.

## **ARTICLE 4: CONDITIONS OF PARTICIPATION**

The Participation to the present invitation to tender is open to all enterprises and/or groupings of enterprises of public works installed in Cameroon.

## ARTICLE 5: RESPECT OF THE CONDITIONS OF INVITATION TO TENDER

All tender no-compliant to provision of the present invitation to tender will be declared prohibited. The tender file should be deposit at the place, date and hour indicated in the tender notice against receipt of deposit. All tender delayed at one hour or one ulterior date will be refused.

All documents submitted by the bidder to some title that it is, in application of the present invitation to tender will be exclusively established in French or English language, while using the metric system and while expressing all prices in the national currency (CFA francs) for the assessment of tenders.

After the deposit of its tender, the bidder cannot withdraw it, nor to modify it or to correct it for do some reason what so ever. This condition is as much valid before as after the expiration of the submission deadline of tenders.

#### ARTICLE 6: DOCUMENT CONTAINED IN THE TENDER FILE

The documents being part of the present invitation to tender are composed as follows:

Document N° 0 - Open National Invitation to Tender - ONIT (French Acronym AAO); - General rules of the Invitation to Tender - GRIT (French Acronym RGAO); Document N° 1 - Special rules of the Invitation to Tender - SRIT (French Acronym RPAO); Document N° 2 - Special Administrative Provisions Logbook - SAPL (French Acronym CCAP); Document N° 3 - Special Technical Provisions Logbook - STPL (French Acronym CCTP); Document Nº 4 - Setting of the Mail Enclosure for Unit Prices - MUP (French Acronym BPU); Document N° 5 Document N° 6 - Setting of the estimates details (bill of estimates and schedule of quantities); Document N° 7 - Setting of the Breakdown of Prices;

Document N° 8 - Models Documents:

8.1: Model of Tender;

8.2: Model of Bid Bond;

8.3: Definitive Security Bond Model;

8.4: Model of banking guarantee of refund of preparatory advance;

8.5: Model of bond of restraint of guaranty;

8.6: Model of Contract;

8.7: Model of Power of Attorney;

8.8: Model of Joint venture agreement;

8.9: model of Location;

8.10: model calculation of the majority's coefficient.

#### Document N° 9 - Annex:

- 9.1: Model of general information Notebook concerning the bidder;
- 9.2: Setting of the list of materials (Machines and equipment's) that the bidder intends to use for the execution of works
- 9.3: List of the staff that the bidder intends to use for the execution of works;
- 9.4: Setting of the program of execution of works;
- 9.5: Attestation of site visit;

Document N° 10: Grid of Tenders analysis;

Document N° 11: Banking establishment list and financial organisms allowed giving out bonds in the setting of publics' contracts;

## ARTICLE 7: ENLIGHTENMENTS AND MODIFICATIONS TO DOCUMENTS OF THE TENDER FILE

The bidder can request for information concerning the documents of the Invitation to Tender. If the case arises, they should refer by writing to the Contracting Authority, in view to get the wished precisions, before the deposit of their Tenders. The Contracting Authority will have to answer in writing before the fourteenth (14) day that precedes the deadline of the deposit of the Tenders.

No answer will be given to unwritten questions and all interpretation by a bidder of the documents of Invitation to Tender not having been subject of an addendum will be merely rejected and will not be able to imply the responsibility of the administration.

Addendums to the Tender file could also be brought by the Contracting Authority, in order to make more comprehensible the documents of the Invitation to Tender or to bring technical modifications or other documents of the Invitation to Tender. These addendums will be part of the Tender file and will be communicated by mail, telex, fax or e-mail to all purchasers of the file who will acknowledge receipt of it by the same ways. The Contracting Authority will have to, as much as possible, to report the date of deposit of tenders to take in account of the aforesaid addendums.

## ARTICLE 8: ESTABLISHMENT OF THE BID

The establishment of the prices by the bidder is reputed to have been made on the basis of the perfect knowledge of rules, dues and taxes in force in the Republic of Cameroon and applicable to Public Contracts.

The amount of the tender will dispose the amount without taxes, the amount of the value-added tax, and the amount all taxes includes in CFA francs.

The bidder should fill in letters and in numbers, the prices of the mail enclosure of the unit prices, carry them in the setting of the estimate detail and multiply them by the indicated quantities, in order to get the total amount of its tender. In case of conflict between the prices in letters and those in numbers, the first will be those to consider and will act as basis to the calculation of the amount of the tender, unless this amount is bound to an arithmetic mistake in the sub-detail of prices, in that case the amount in numbers will prevail.

Upon dismissal, the mail enclosure of the unit prices should be inevitably complete. The possible mistakes of calculation will be straightened by the subcommittee in charge of analysis of tenders and the amount will be reviewed if necessary, without it leading to some complaints by the bidder.

#### ARTICLE 9: PRESENTATION OF BIDS

## 9.1: signature of Tenders-Subsidiaries

All signatures and initials necessary for the deposit of tenders and indicated in this article will be affixed by the bidder or his representative duly designated.

In the case where the tender is made by a grouping of enterprises, every member of the grouping or his substitute will be held to sign or to initial the documents of the tender, so that a conjoined or interdependent tender results from it. This grouping will indicate the common substitute authorized to receive the Jobbing Orders and to represent the grouping for all relative transaction in respect to the present invitation to tender and to the subsequent Contract.

#### 9.2: Presentation of Tenders

The tenders will be presented in seven (07) copies of which one (01) original and six (06) copies indicated as such, in a (01) closed and sealed envelope having no stamps, nor indication on the Bidder's identity and bearing the mention:

# N°: 007/ONIT/NC/NCITB/2024 OF 28/02/2024 FOR THE SUPPLY OF SOLAR SECURITY STREETS LIGHT IN TATUM TOWN, NKUM MUNICIPALITY; BUI DIVISION, NORTH-WEST REGION.

FINANCING: PIB BUDGET; 2024 FISCAL YEAR "TO BE OPENED ONLY AT THE BIDS OPENING SESSION"

Every tender file will bear three (03) volumes:

volume 1 (administrative documents);

- volume 2 (technical proposal);
- · volume 3 (financial bid)

## 9.2.1 Administrative Documents (Volume 1)

It is about the furnishing subsequent documents dated for not more than three (03) months:

- 1. Declaration of intention to tender stamped with the tariff in force;
- The Patent (Business Registration) of the running exercise (compliant certified copy signed by the competent services of Taxation);
- Taxpayer's card under validity (compliant certified copy signed by the competent services of taxation).
- A certificate of imposition under validity certified by an Inspector of Taxes, territorially competent (original);
- A Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the
  place of residence of the bidder, not more than three (03) months (original);
- An attestation of non-redevance and the fiscal situation slip under validity (original);
- An attestation of submissiveness for CNPS (original);
- · An attestation of banking domiciliation of the bidder (original);
- · The receipt of purchase of the file of call of offers (original);
- · The temporary security bond (original) following models joins to the Tender file;
- An attestation of temporary or definitive non exclusion of the public contracts, delivered by the organ in charge of the regulation of public contracts - ARMP(original);
- The submissive powers in the case where the bidder would act like substitute of a grouping (original);
- The copy of the grouping convention. In this case, the documents 1 to 6 and 10 should be produced for each of the members of the grouping;
- The Special Regulation Condition for Tender initialled on every page;
- The models of guarantees initialled on every page;
- The model of Contract project initialled on every page;
- The Special Administrative conditions Logbook (CCAP) initialled on every page and signed on the last page.

#### 9.2.2 Technical proposal (volume 2)

It will bear the quoted documents below and placed in the following order:

N° ORDER	DESIGNATION	DETAILS	JUSTIFICATION
B.0	- Attestation of Site Visit - Site Visit Report	Following model in appendix	Date, Signature and stamps of a Council authority ( Mayor, Deputy Mayor, SG) Date, Signature and stamps of the bidder
B1	Similar work reference	To indicate the similar work list achieved during the last 2 years	To join the first and last pages of the contracts recorded, attached with the minutes of temporary or definitive reception of the aforesaid contracts or attestation of good end.
B2	List of the material	In accordance with the appendix 10.2  To indicate the list of the working materials and other motorised materials;	To join the legalised photocopies of the blue cards (carte grise) duly signed by the competent services of the Ministry of the Transport or the leasing attestation for the motorised materials and the bill for the remaining of the material.
В3	List of the staff	In accordance with the appendix 10.3  To indicate the Monitoring staff.	To join curriculum vitae duly dated and signed, compliant certified photocopies of the diploma by an administrative authority, attestation of presentation of the original of the diploma; attestation of availability duly dated and signed, having more than seven years of general experience.

			TOUT DU
B4	Technical propositions and planning of works	In accordance with the appendix 10.4  - Define the methodology and planning of work;  - Indicate the measures proposed for the security and the preservation of the health of the workers in site	Initialled on every page dated and signed.
B5	Special Technical Conditions Logbook	To insert the CCTP includes in the present tender file	Initials on every page, date, signature and stamps of the bidder at the end of the document.
В6	Attestation of solvency	To indicate the amount of the capacity of pre-financing of the bidder.	Date, stamps and signature of the issuing bank, recognised by the MINFI.

## 9.2.3 Financial Bid (volume 3)

It should contain the quoted documents below and placed in the following order:

N° ORDER	DESIGNATION	DETAILS	AUTHENTIFICATION
C1	Bid	Model joins duly completed with indication of the amount of the proposition	<ul><li>Date, signature, name and stamp of the bidder.</li><li>Fiscal stamp at the rate in force.</li></ul>
C2	Mail enclosure of the Prices	Original of the setting duly completed in letters and in numbers by the bidder	Initials on every page, date, signature and stamp of the bidder at the end of the slip.
C3	Estimate details (bill estimates and schedule of quantities)	Original of the setting duly completed by the bidder	Initials on every page, date, signature and stamp of the bidder.
C4	Breakdown of the Prices unit	Details of every price unit following the rules in force and according to the model joins to the tender file	Initials on every page, Date, signature and stamp of the bidder.
C5	Yield ratio on dry prices (coefficients majorateurs sur prix secs)		Initials on every page, Date, signature and stamp of the bidder

All bids non-accompanied by the above documents and non-compliant to the required models will be rejected.

## ARTICLE 10: TEMPORARY SECURITY BOND

Every bidder should join to its administrative documents, a temporary security bond delivered by a first-class banking establishment recognised by Ministry of Finance, whose amount is **seven hundred thousand** (700 000) FCFA Subject to dismissal, the temporary security bond should be produced imperatively in original.

The temporary security bond will be freed as from thirty (30) days after the validity deadline of the tenders for the bidders not having been retained. For the retained bidder, the temporary security bond will be freed after constitution of the definitive security bond.

The temporary security bond should be valid for ninety (90) days as from date of deposit of tenders.

Fifteen (15) days after designation of the retained enterprise, the Contracting Authority will restore the security bond to each of the bidders whose offers have not been retained, and not more than thirty (30) days after expiration of their validity deadline. For the retained entrepreneur, the temporary security bond will remain valid until the definitive security bond is constituted.

The temporary security bond could be seized if the retained enterprise doesn't sign the Contract or don't constitute the definitive security bond within the time limit.

#### ARTICLE 11: DEPOSIT OF THE BIDS

Every bid, written in French or in English and in SEVEN (07) copies of which (01) original and six (06) copies indicated as such, should arrive under closed folds, at the Contract services of NKUM council latest the 27/03/2024 at 10 a.m prompt

## ARTICLE 12: VALIDITY DEADLINE OF THE TENDERS

The length of validity of the tenders is of ninety (90) days as from date of deposit of tenders

#### **ARTICLE 13: OPENING OF BIDS**

The opening of the bids will be proceed in only one instance and will take place in NKUM the 27/03 /2024 as from 11 am, local time, by the Jakiri Council Internal Tenders Board. Only the bidders or their representatives duly designated and having a perfect knowledge of the file can attend this sitting of opening.

## ARTICLE 14-ASSESSMENT OF THE BIDS

The assessment of tenders will be made in two phases, that is: the administrative and technical tender assessment (1st phase) and the financial tender assessment (2nd phase). It will be below scheduled following the criteria define below.

## 14.1: Eliminatory criteria

- Incomplete administrative file for absence or non-conformity of one of the required documents;
- Incomplete technical file for absence :
  - b1) of the attestation of site visit duly signed by the competent authority;
  - b2) of the methodological Note (organisation, planning and mastering of the project);
  - b3) of a chief of Project, Civil Engineer having minimum BAC+3 and three years of experience.
  - b4) of a Higher Technician/ Technician in Civil Engineering proposed as supervisory staff;
- Non justification of the possession in property or in renting of the following minimum material:
  - √ 01 hand-cranked truck
- Omission in the financial tender of a quantified unit price.
- Not to have satisfied to at least 19 elements with the essential criteria.

## 14.2: Essential Criteria

The technical tender will be valued according to the following notation grid:

- B Supervisory Staff ...... 09 elements
- C Materials ......06 elements
- D Financial Capacity...... 03 elements

The detail of the grid is as followed:

N°	CRITERIAS	NOTATION (YES/NO)		
Α	REFERENCES	Years	YES	NO
1	Number of projects achieved in the domain of Public Works with the minimal amount of 30 million - (the references will be judged there by the first and last pages of the contracts together with the pertaining minutes of the reception or attestation of good end) for the last ten years	Sup or Equal to 3	3	
2	Number of projects of solar lights executed with a minimal amount of 30 million (the references will be judged there by the first and last pages of the contracts together with the pertaining minutes of the reception or attestation of good end) during the last ten years	Sup or Equal to 2		
3	Number of projects of bridges works executed (the references will be judged there by the first and last pages of the contracts together with the pertaining minutes of the reception or attestation of good end) during the last five years	Sup or Equal to 1		

В	SUPERVISORY STAFF	Years	
B1	Chief of works (supervisor)		
4	at least with a based Level of Civil Engineer	MEN	
5	Experience in road and bridges works	Sup or equal to 3 years	
6	Number of projects at the station of Chief works	Sup or equal to 1 year	
В3	Topographer		
7	at least with a based Level of Higher technician (TST)	YES/NO	
8	Experience in road surveys	Sup or equal to 2 years	
9	Number of projects at Topographer's station	Sup or equal to 1 year	
В4	Assistant Chief of works (foreman)		
10	at least with a based Level of Higher technician in electricity (BTSF4)	YES/NO	
11	Experience in domain of electricity and electronics	Sup or equal to 2 years	
12	Number of projects at the station of technician	Sup or equal to 1 year	
С	MATERIAL		
2	Motorised material (estimated on the basis of the presentation of legalised photocopies by the competent services of the Ministry of Transport or attestation of leasing, with custody justification and the legalised bills for the rest of the material. In case of renting, to join a copy of the renting contract. These documents must dated for not more than three months)		
13	02 trucks cargo of capacity >= 11m <sup>3</sup>		
14	01 connection Vehicle		
15	01 hand-cranked truck		
16	Generator		
17	Sufficient small Tooling: Shovels, wheelbarrows, Pickaxes, etc		
18	Minimum material of topography (Total Station or theodolite, staff, canes, reflectors, distance meter)		
D	FINANCIAL CAPACITY		

		RUQUE DU CA
28	Declared incomes on the Patent (Business Registration)	Sup or equal to 50 Millions
29	Cumulated incomes for the last three years	Sup or equal to  55 Millions
30	attestation of pre-financing capacity of works (attestation or recognised bank)	of solvency delivered by a Sup or equal to 30 Millions

A sub-technical tender will be judged acceptable when it will have, to the term of the analysis, gotten at least 21 positive elements of the essential criteria. All tenders that won't have satisfied to this condition won't be the subject of financial assessment.

#### 14.3: Financial bid assessment

The tender board will verify if the financial bid are compliant and complete. It will besides, proceed to the verification of calculations operations and the pertaining possible mistakes.

The financial bids of bidders will be verify and subsequently rectified on the following bases:

- a. If there is contradiction between the unit price and the total price gotten while multiplying the unit price by the quantities, the unit price will make faith and the total price will be corrected, unless, upon the opinion of the subcommittee in charge of analysis of tenders, the comma of the decimals of the unit price is obviously badly placed, to which presses the indicated total price will prevail and the unit price will be corrected;
- b. If the total obtained by addition or subtraction of sub-totals is not accurate, the sub-totals will make faith and the total will be corrected;
- c. If there is contradiction between the price indicated in letters and in numbers, the amount in letters will make faith, unless this amount is bound to an arithmetic mistake confirmed by the sub-detail of the aforesaid price, to which presses the amount in numbers will prevail subject to the paragraphs (a) and (b) above.
- d. In case of omission of a unit price quantified in the bid, this bid will be merely disqualified.

## ARTICLE 15- AWARDING OF THE BID

The Tender will be assigned to the bidder presenting the least offer and/but satisfying the requisite technical and administrative capacities.

#### ARTICLE 16-VERIFICATION OF BIDS

16-1 the administration reserves to itself a necessary time for the verification of tenders and to make its selection. It will possibly rectify, as indicated to the article 14. If the provisional retained bidder doesn't accept this correction, its offer will be rejected and its bid bond could be seized in this case.

16-2 on the request of the President of tender board, the bidder should provide in writing, in the seven calendar (07) days following the request all necessary information to the examination of its bid or concerning the omissions or mistakes raised on.

## ARTICLE 17-PROCEDURE OF CONSTITUTION OF CONTRACT

The contract resulting from the present call for invitation to tender will be prepared, approved and executed in accordance with provision of the decree N°2018/366 of 20th June 2018 to institute the Public Contract Code.

The retained entrepreneur will receive notification to his official address or by way of press.

In the case where the retained contractor won't have fulfilled his liabilities, the administration reserves the right to cancel the contract without the contractor having the possibility for a last resort.

Once the contract is approved and signed, the beneficiary receives notification of it. Het must in the twenty (20) days that follow, to produce its definitive security bond (according to the model joins in appendix) and to proceed to its registration according to the procedures and duties in force.

The retained contractor, after signature of the contract and in accordance with its conditions will have to take all necessary arrangements in order to insure the quick start of works upon receipt of the Jobbing Order of the Contracting Authority.

#### ARTICLE 18: COMPLEMENTARY INFORMATION

The complementary information can be obtained at the contracts service of Nkum council Tel., 677 827 817

## ARTICLE 19: SUBSCRIPTION OF THE CONTRACT PROJECT

The Notice publishing the results will fix the deadline of subscription of the contract project by the retained contractor. Failing to conform itself to this deadline, the Contracting authority will reserve the right to annul this assignment.



# DOCUMENT N° 3: SPECIAL ADMINISTRATIVE CONDITIONS (C.C.A.P)

## **TABLE OF CONTENTS**

## **CHAPTER I: GENERAL PROVISIONS**

Article 1: Aim of the jobbing order

Article 2: Lois et Règlementations Applicables

Article 3: Definitions and duties

Article 4: Language of the Contract

Article 5: Constituent documents of the contract

Article 6: Contract Awards

Article 7: Communication

**Article 8: Administrative Orders** 

Article 9: Contractor's personnel

#### **CHAPTER II - EXECUTION OF WORKS**

Article 10: Content of Works

#### Article 11: Quarters of the Contractor

Article 12: Knowledge of the Site and General Conditions of Works

Article 13: Role and Responsibility of the Contractor

Article 14: Subcontracting

Article 15: Works In Production Department

Article 16: Plans and Documents of Execution

Article 17: Public and Private Networks

Article 18: Material and Personal to Put In Place

Article 19: Project of Execution

Article 20: Prohibition to Work in the Night, In Holidays and In Sundays

Article 21: Destruction Deficient Work and Removal of Refused Materials

Article 22: Modification of the Works

Article 23: Materials

Article 24: Invention License

Article 25: Execution Deadline

## **CHAPTER III: RECEPTIONS**

Article 26: Provisional Reception

Article 27: Final Reception

Article 28: Access to the Site

Article 29: Assignments of the Project Manager

Article 30: Assignments of the Contract Engineer

Article 31: Meetings of Site

Article 32: Site Notebook

Article 33: Site Disposal

Article 34: Rehabilitation of the Circulation

**Article 35: Security Measures** 

Article 36: Damages to the Owners on the Right Of Way

Article 37: Vassalages Resulting From the Building Site Neighbourhoods

Article 38: Protection of the Environment



Article 39: Restoration of the Site

**CHAPTER IV: FINANCIAL CLAUSES** 

Article 40 Guarantees and securities

Article 41: Place and method of payment

Article 42: Price variation

Article 43: Advances

Article 44: Payment for works

Article 45: Penalties for delays

Article 46: Payment in case of a group of enterprises

Article 47: Final detailed account

Article 48: General and final detailed account

Article 49: Tax and customs regulations

**CHAPTER V: SUNDRY PROVISIONS** 

Article 50: Deadline of Guarantee

Article 51: Rehabilitation during the Period of Guarantee

Article 52: Case of force majeure

Article 53: Labour Legislation

Article 54: Termination of the contract

Article 55: Disagreements and disputes

Article 56: Production and dissemination of this contract

Article 57 and last: Entry into force of the contract



## **CHAPTER I: GENERAL PROVISIONS**

## Article 1: Aim of the jobbing order

The subject of this contract shall be concerns the supply of solar security streets light in TATUM town, NKUM Municipality, Bui Division, North-West Region.

The road sections to be furnished are listed below:

S/N°	ITINERARY OF ROAD SECTIONS	LENGTH (km)	GAPING (I = 30)	QUANTITY
01	ELECAM STREET	0,15	12 3 H (6 25)	05
02	GS TATUM STREET	0,15	miler -	MUNE 05
03	ISLAMIC CHURCH STREET	0,15	H-12ATH	N & L'05
04	D.O's ENTRANCE ROAD	0,15	-//-	05
	TOTAL	0,6		20

## Article 2: Lois et Réglementations Applicables

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

- Framework Law No. 96/12 of 5 August 1996 on the management of the environment;
- The Mining Code:
- Instruments governing the various professional bodies;
- Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
- Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- The Decree N ° 2018/366 of 20 June 2018 to institute the Public Contracts Code;
- Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
- Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
- Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
- Law No. 000001/019 of 19th December 2023 MINFI 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;
- Applicable standards;
- Other instruments specific to the domain concerned with the contract.

## Article 3: Definitions and duties

#### General definitions

The Authority in Charge of Public Contracts is the Minister of Public Contracts.

He ensures the preservation of originals of contract documents and the transmission of copies to ARMP through the focal point designated to this effect.

Contracting Authority is the lord Mayor of Jakiri Council.

He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.

- The Contract Manager shall be the NKUM Council Development Officer.
- The Contract Engineer is the Divisional Delegate of Housing and Urban Development for BUI hereinafter referred to as the Control Engineer.

His Missions will be to proceed on the technical control of the project and ensure the strict respect of the contract. He ensures the secretariat in the absence of the Project Manager.

- The Project Manager shall be specified.
- The Chief of control brigade (MINMAP-BUI) shall work together with the project manager and the control engineer to insure proper execution.
- The contractor shall be specified.
- The authority in charge of ordering payment shall be: The Mayor of Nkum COUNCIL.
- The authority in charge of the clearance of expenditures shall be the Divisional Controller of Finance for Bui.
- The body or official in charge of payment shall be the Nkum Council Treasury.
- The official competent to furnish information within the context of execution of this contract shall be the Mayor of Nkum COUNCIL.

## Article 4: Language of the Contract

The language to be used shall be English and/or French.

## Article 5: Constituent documents of the contract

The fundamental contractual documents of this contract are in order of priority:

- 1) The tender or commitment letter;
- The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (SAC) and the Special Technical Conditions (STC) referred to above;

EPUBLIC OF C

COMMUNE

- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) Plans, calculation notes, Program of execution of Works [insert and indicate, where need be, names and references].
- The General Administrative Conditions applicable on public works contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- The General Technical Condition(s) applicable on the services forming the subject of the contract.

## **Article 6: Contract Awards**

This contract shall be awarded by an OPEN NATIONAL INVITATION TO TENDER

### **Article 7: Communication**

- All notifications and written correspondences within the framework of this contract shall be sent to the following address:
- a) In the case where the contractor is the addressee: beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Contract Manager and immediately after completion of the works, correspondences shall be validly addressed to the Contract Engineer.
  - The contractor shall address all written notifications or correspondences to the Contract Manager with a copy to the Contract Engineer.

## **Article 8: Administrative Orders**

- The Administrative Order to start execution shall be signed by the Contracting Authority and notified by the Contract Manager.
- Administrative Orders with financial incidence likely to modify the time-limits shall be signed by the Contracting Authority and notified by Contract Manager with copy to the Contract Engineer, the Project Manager, the Divisional Finance Controller and the Authority in Charge of Public Contracts.
- Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed
  and notified directly by Contract Engineer with copy to the Contract Manager.
- Administrative Orders of suspension and resumption of works, because of weather, will be signed by the Contracting Authority and notified by Contract Manager, with copy to the Contract Engineer, to the Project Manager.
- Administrative Orders serving as warnings shall be signed by the Contracting Authority and notified by Contract Manager, with copy to the Contract engineer, to the Project Manager.

The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.

The contractor of the present contract will address all written correspondences to the *Contracting Authority*. As concern, the correspondences addressed to other intervening parties by the contractor, a copy will be transmitted in the same delays to the *Contracting Authority*.

## Article 9: Contractor's personnel

- Any modification, even partial, made to the technical offer shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
- In any case, the lists of supervisory staff to be used shall be subject to the approval of the Contract Engineer within fifteen (15) days of the notification of the Administrative Order to start execution. The Contract Engineer has eight (8) days to notify his opinion in writing with a copy being sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- Any unilateral modification on the supervisory staff made in the technical offer prior to and during the works shall be a reason for termination of the contract as mentioned in article 36 below or the application of penalties.

## **CHAPTER II - EXECUTION OF WORKS**

JQUE DU

## Article 10: Content of Works

Works are to be realised on the road sections listed below:

S/N°	ITINERARY OF ROAD SECTIONS	LENGTH (km)	GAPING (L=30)	QUANTITY
01	ELECAM STREET	0,15	Co They	AIRE 05
02	GS TATUM STREET	0,15	PRIZA	ION & US
03	ISLAMIC CHURCH STREET	0,15	-//-	05
04	D.O's ENTRANCE ROAD	0,15	-//-	05
0.1	TOTAL	0,6		20

These works shall involve the following tasks:

- The bringing up and retrieving of heavy equipment;
- The survey of the working area;
- The pecking and the setting out of pools' basement sites;
- The clearing and grubbing, including demolition of existing structure;
- The levelling of platform & removing of storm;
- The excavation of the foundation at the required depth;
- The putting in place of the basement cradle;
- The supply and putting in place of galvanized steel holed pools;
- The supply and putting in place of solar panels;
- The supply and putting in place of streetlight bulbs;
- The supply and putting in place of solar energy storage components;
- The supply and putting in place of suitable electric and electronic devices;
- The labelling of the project with a sticker if possible;
- The taking in account of safety measures;
- Any other task needed for the conducive realisation of works.

## Article 11: Quarters of the Contractor

In the fifteen (15) days that follow the notification of the contract to the entrepreneur, this one will elect domicile close to the site and will notify in writing to the contract engineer with copy to the contract manager.

## Article 12: Knowledge of the Site and General Conditions of Works

The contractor is reputed to have visited and examined the site of works and it's neighbouring, and took knowledge, before the deposit of his bid of features of the site and the nature of works to execute, of the importance of the materials to provide, of the ways and means of access to the site, of the necessary facilities. In a general manner, he is reputed to have obtained all information concerning the risks, risks and circumstances susceptible to influence his tender.

The contractor won't be able to take advantage of the insufficiency of the knowledge of the site and/or of the conditions of works to solicit an amendment (avenant) or a prolongation.

## Article 13: Role and Responsibility of the Contractor

The contractor has for mission to insure the execution of works under the control of the Project Manager and in accordance with the rules and norms in force. He is held notably to do (if necessary) the calculations, tests and analyses, to determine, to choose, to buy, and to supply all equipment's, materials and necessary supplies for the execution of works. He is held to employ the useful staff, specialised or not.

The contractor is responsible vis-à-vis the Contracting Authority of the quality of the materials and supplies used, of their perfect adaptation to the needs of the building site, of the good execution of works, of the supplies and interventions done by the recognised subcontractors.

He has the obligation to put back in state the works damaged because of its works and to conform itself to the legislation in force in Cameroon concerning the respect of the environment. He should execute all works specified to the (CCTP) and the texts and instructions mentioned to article 41 of the present (CCAP). He will have the obligation notably to display a discipline code in the enterprise while taking in account the environmental problems.

#### Article 14: Subcontracting

The present contract gives the possibility for the contractor to make execute, after express authorisation of the Contracting Authority, a part of works by subcontractors. The amount of works susceptible to be subcontracted is limited to 30% of the amount of the contract.

This authorisation doesn't free the contractor of none of his contractual liabilities. The subcentractors should satisfy to the same This authorisation doesn't free the contract. They will execute their parts of works under recognized subcontractors won't be able to get the profit of the direct regulation of works. conditions that the holder of the contract. They will execute their parts of works under the contractor only and full responsibility. The WOUN

Without Subject

## Article 16: Plans and Documents of Execution

The detailed plans and other necessary documents to the execution of works will be established by the contractor on the basis of the data of the Tender File.

å

They will be forwarded to the Project Manager within at least ten (10) days before all beginning of execution of the corresponding works. This last has a delay of seven (7) days to make part to the contractor of his observations and remarks. He will transmit the document corrected including his opinion to the approval of the Contract Engineer with copy to the Contract Manager.

At the latest one month after the provisional reception and in all before the payment of the final deduction, the contractor will forward to transmit by the cares of the Project Manager to the CONTRACTING AUTHORITY three (3) copies of the revised plans of works of which a reproducible original, approved by the Contract Engineer and the Project Manager.

## Article 17: Public and Private Networks

The contractor must take some precautions with cables and pipelines in the neighbourhood. For that to make, he should search for before all beginning of execution of works the existing buried cables and pipelines (electricity, water, telephone etc....) situated in the zones concerned by works.

In the event where the staff or the machine of the contractor or his subcontractors would cause a damage to these cables or pipelines, the repair works will be done at the contractor charges. To this effect he will take the attachment of the concessioner concerned. These measures don't decline in anything, the contractor for, his responsibility on the indirect damages that could result.

## Article 18: Material and Personnel to be put in Place

In his bid, the contractor committed to mobilise the necessary human and material resources for the good execution of works according to the rules of the art and according to the conditions of the present CCAP and CCTP.

The contract has been assigned on the basis of the detailed lists of the material and the supervisory staff possibly completed at the demand of the administration. Any modification even partial proposed on the technical tender will only intervene after written agreement of the Contract Manager. In case of modification, the contractor will make a replacement of a staff of the same expertise (qualifications and experience) or a replacement of a similar performance material and in good working order.

In any case, the lists of the material and of the supervisory staff to put in place will be submitted to the approvals of the Contract Engineer after opinion of the Contract Manager, in the fifteen (15) days that follow the jobbing order. The Contract Engineer will have eight (8) days to notify his opinion in writing. Past this delay, the lists will be considered like approved.

Unilateral modification brought to the propositions in material and in supervisory staff of the technical tender, before and during works constitutes a cause of termination of the contract.

## Article 19: Project of Execution

In a maximum deadline of ten (10) days from the assignment of the contract, the contractor will submit to the approval of the Contract Engineer, after motivated opinion of the Project Manager, in five (05) copies, the program of execution of Works containing:

- The global summary of deterioration;
- The global estimate;
- The minute of description of tasks to execute;
- The description of the processes and the methods of execution of works considered with the forecasting of employment the staff, the material and the equipment;
- The results if necessary of geotechnical tests sustained with the pertaining technical choice note;
- The structural plans and notes of calculation for the execution of works;
- The plans of furniture;
- The description of the processes and the methods of Rehabilitation of the security, the circulation and respect of the environment;
- A graphic planning of works;
- The works that the contractor will make execute by subcontractors (if there is);
- The itinerary scheme or the linear of works to execute.

Two (2) copies of this project will have to return to him within eight (8) days from their reception with:

- either the mention of approval « GOOD FOR EXECUTION »
- either the mention of their dismissal sustained by the purposes of the aforesaid dismissal sustained by the purpose of the aforesaid dismissal sustained by the aforesaid dismissal susta

The contractor will have seven then (7) days to hand a new file to the Contract Engineer who will have a deadline of five (5) days to its approval or to make possible remarks after opinion of the Project Manager. In this case, the procedure is re-lunched. Past the deadline of forty-five (45) days after notification of the jobbing order, the non-approval of the program will trigger the penalties of delay mentioned to the article 26 below.

The approval given by the Contract Engineer won't attenuate in anything the contractor responsibility. Works executed before the approval of the program won't be received nor remunerated.

The planning actualised and approved will become the contractual planning. It must make to appear critical tasks. The contractor will daily produce in the building site, an updated planning of works that will take into account the real advancement of works.

#### Article 20: Prohibition to Work in the Night, On Holidays and On Sundays

Works won't be able to continue the night, nor Sundays, nor the holidays without the previous written authorisation of the Contract Engineer.

#### Article 21: Destruction, Deficient Work and Removal of Refused Materials

The Contract Engineer will have the power to order by writing:

The removal from the building site within forty-eight (48) hours, of all materials identified as non-compliant to the requirements of the contract and their replacement by other appropriate materials and approved after tests of laboratory.

The destruction and the correct reconstruction to expenses of the contractor of all works identified as non-compliant to the requirements of the contract with regard to the method of execution that the used materials.

#### Article 22: Modification of the Works

The Contracting Authority, reserves the faculty to introduce in the works, at the stage of the phase of execution, all modifications, additions, suppressions of works as well as the possible suppressions of category of works that he will estimate necessary for the good success and the economy of works, without for it the contractor can pretend to some compensation or indemnity that it is, outside of those indicated in the present CCAP.

#### Article 23: Materials

- 23.1. The contractor will have to use at his expenses type of quarries mentioned in the CCTP or, if they are insufficient, he will search for new places of extraction of the necessary materials to the realisation of the works.
- 23.2. The materials will be compliant to the specifications of the CCTP. They will be submitted to the tests or tests that the Project Manager will judge useful to prescribe according to the specifications of the contract.
- 23.3. The essential means of control put in place by the contractor at its expenses, should permit him to insure a constant repeated and regular control, in the places of extraction, preparation or manufacture and on the building site.

#### Article 24: Invention License

The contractor should get along if necessary with the owners or the possessors of license of which he would like to apply or would have applied; he will adjust the necessary payment and will guarantee the Contracting Authority against all pursuit.

#### Article 25: Execution Deadline

The execution deadline is ninety (90) working days '03) months and starts as from the date of notification of the service order to begin works delivered by the Contracting Authority.

Due to extra works or justified circumstances, the contractor will be able to present a demand of prolongation. The length of the prolongation fixed by the Contracting Authority will be subject of an amendment.

#### **CHAPTER III: RECEPTIONS**

#### Article 26: Provisional Reception

#### 26.1 preliminary operations to the reception

Before the Provisional Reception, the contractor asks in writing to the Project Manager with copy to the Contract engineer and to the Contract Manager, the organisation of a pre-technical visit for the reception.

This visit includes among others operations:

- The qualitative and quantitative recognition of the works executed,
- The possible observation of imperfections or deficiency,
- The respect of environmental prescriptions,

- The tasks possibly foreseen by the CCTP,
- -The probable observation of the non-execution of the works provided on the contract,
- The probable observation of the retirement on the site of facilities and the restoration of the places
  - -The relative observations to the completion of works,
- -The observations of the quantities of works achieved effectively.

These operations are subject to a minute raised on the field and signed by the Project Manager and countersigned by the Contractor. It is visa by the Contract engineer.

At the tenure of this pre-reception visit, the Project Manager possibly specifies the reserves issuad and the corresponding works to do before the date of the provisional reception that he will fix in agreement with the Contract engineer.

The Project Manager, will look after to uplift the reserves and will raise a minute of uplift of the reserves of the pre-reception that will be joined to the convocation of reception, addressed to all members of the reception commission.

- 26.2. The investigations include in the preliminary operations for the reception are defined after approval of the execution project.
- 26.3. The retirement report of facilities on the building site and the restoration of the places will be done one month (1) after the provisional reception of works.
- 26.4. The Reception Commission will be composed of the following members:
- The Contracting Authority or his representative ......(President);
- The Contract Manager..... (Member);
- The Contract Engineer .....( Secretary);
- The Divisional Delegate MINMAP.....(Observer);
- The Store Accountant Nkum Council.....(Member);
- The Contractor.....(Member);

The Contractor is invited to the reception by mail at least five (05) days before the date of the reception. He is held to participate or to have a representative at the process. His absence is equivalent to the acceptance without reserve of the resolution of the reception commission.

The Commission after visiting the site examines the report or the minute of preliminary operation for the reception and proceeds to the Provisional Reception of works if necessary.

It will be subject of a minute of Provisional Reception signed on the field by all members of the commission.

The minute of Provisional Reception specifies and fix the date of completion of works.

#### 26.5. Partial Provisional Receptions

The parts of the work isolated, will be subject of a Partial Provisional receptions that will run from the deadline of guarantee on the part of the work concerned.

#### 26.6. Partial Receptions

The contractor will be able to ask for partial receptions by type of works. In case of absolute necessity driving to the interruption of works before their completion, the administration will proceed, if the contractor makes the demand of it, to partial receptions of the already achieved works. In the two cases, the commission charged with these partial receptions will be the same one having to do the Provisional reception. A minute of partial reception will be written and will be signed on the field by all parts.

#### Article 27: Final Reception

#### 27.1. Final Reception

There are no final receptions of works except on construction works, and, all the reception processes on Article 26 above is to be reconducted.

#### 27.2. The Commission of Final Reception

It is the same as on Article 26.4 above

#### Article 28: Access to the Site

In the framework of his mission of control of the physical realisation of the public contracts, prescribed to the article 34(1) of the Decree 2012/075 of March 08, 2012 carrying organisation of the Ministry of Public Contracts, the representatives of the Authority in charge of Public Contracts will descend regularly on the site in order to insure on the effectiveness of the realisation of works subject of the contract. To this effect, they will have free access for the same reason as the Contract engineer and all person allowed by him to the building site, to the laboratory and to all work places, as well as to the sites from where come the materials, manufactured products, and equipment's used for works. The Contractor should grant all facilities required to permit this access freely.

#### Article 29: Assignments of the Project Manager

The Project Manager has for assignments to make execute the works in a satisfactory way. He won't be able to raise the contractor of none of its contractual liabilities, nor (except stipulated below expressly exception) to order any work susceptible to delay the execution of works or to provoke a supplementary payment by the Contracting Authority, nor to order any important modification to the work to execute. The Project Manager is competent to prepare and to sign the orders of service of technical character.

At the request of the contractor and the Project Manager, contradictory reports may be achieved to fix the quantities of works. Such contradictory reports will be made when a conflict arise in the measurement.

#### Article 30: Assignments of the Contract Engineer

The Contract engineer must ascertain the conformity of the execution on the site of the contract by the enterprise and the control done by the Project Manager. To this effect, he attends the meetings of site; address to the Contracting Authority, with copy to the Contract Manager, a report on the advancement of works and the control.

#### Article 31: Meetings of Site

- 31.1 Weekly meetings of Site are to be hold regularly. The involvement of the chief of works to the meetings of site is obligatory.
- 31.2 Monthly meetings of site will be held in presence of the Contract Manager, of the Contract engineer or their representatives.
- 31.3 These meetings will be subject of a minute signed by the participants, the Project Manager assuring the secretariat.
- 31.4 The Contract engineer will invite in writing, with copy to the Contract Manager, the Mayor of the council concerned to represent itself to the meetings of site.

#### Article 32: Site Notebook

The Site notebook is to be hold by the chief of works. It will consign:

- the advancement of works;
- The administrative operations in relation to the execution or to the regulation of the contract (notification, result of tests, report of works, etc.);
- · the atmospheric conditions;
- the reception of the materials and different approvals given by the Project Manager or its representative;
- Incidents or details of all sorts presenting some interests in the point of view of influencing the potential progress of works, or their duration;
- Works achieved by the subcontractors with their references.

The contractor will be able to consign there, incidents or observations susceptible to lead to a complaint of its part. The newspaper will be signed contradictorily by the Project Manager and the Chief of works at every visit of the site. For the contractor possible complaint, he won't be able to be made state that of the events or documents mentioned to the site notebook in due time.

#### Article 33: Site Disposal

All temporary site facilities of necessary to the execution of works, as offices, laboratories, garages, workshops, lodging of the staff, quarries, diversions and tracks, won't be able to be built that on the sites approved by the contract engineer in agreement with the local administrative authorities.

To the extent of its possibilities, the administration will put free of charge at the disposal of the contractor for the length of works, the private state or public property necessary for the needs of the building site. The state properties belonging to the administration and put at the disposal of the contractor should be put back in good state at the end of works.

#### Article 34: Rehabilitation of the Circulation

The contractor should take all necessary arrangements so that the Rehabilitation of the circulation is assured during the whole length of works on the road and existing tracks. He won't be able to take advantage of the vassalages that would result from to elude the liabilities of its contract, nor to raise any complaint.

#### **Article 35: Security Measures**

The contractor will have the consignment to provide and to maintain at his expenses, all method of signalization, protection, fencing and security that he will deem necessary for the good execution of works or that will be required by the contract engineer.

The contractor will be personally responsible of all direct or indirect consequences of a defaulting signalization or in the Rehabilitation of provisional structures necessary to the fluidity of the circulation.

#### Article 36: Damages to the Owners on the Right Of Way

The indemnities that ensue of the expropriations of the cultures that will be necessary because of the situation of the right of way of the present works (quarries and access to quarries) will be at the contractor's charges. This one will be held to organise before execution of works, the contradictory recognition of the cultures and properties that will be valued in agreement with the contract engineer and the local administrative authorities.

## Article 37: Vassalages Resulting From the Building Site Neighbourhoods

The contractor should take in account all necessary measures not to bring any hindrance to the execution of the works of other enterprises.

#### Article 38: Protection of the Environment

The contractor will be held to conform itself to the texts governing the protection of the environment in force in Republic of Cameroon, notably the law N° 096/12 of August 05, 1996 on the management of the environment. He should contemporary imself notably to the prescriptions of the CCTP. prescriptions of the CCTP. PALIZATION &

#### Article 39: Restoration of the Site

The restoration of the site by the removal of equipment, materials and remnants of building site, must be completed within thirty (30) days as from the date of signature of the provisional reception and in any case before the approval of the general and definitive deduction of works. However, the administration reserves the right to ask the contractor to let the equipment that it would be susceptible to reuse. In case of an agreement, the transfer of these equipment will be established with an amicably consideration price.

#### **CHAPTER IV: FINANCIAL CLAUSES**

#### Article 40 Guarantees and securities

Performance bond

The retention fund (if need be) shall be set at 10% maximum of the amount of the contract, included of all taxes.

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

Guarantee of start-off advance

A start-off advance of twenty per cent (20%) could be granted to the contractor on his request, following the notification of the contract against a hundred per cent bank guarantee (100%). This one will be restored or raised at the reception. eighty per cent of the value of the contract at reception on presentation of the invoices established in ten (10) specimens whose original will be stamped in accordance with the regulations in force

,	Amount exclusive of VAT:	() CFA F
	Amount of VAT:	() CFA F
	Amount inclusive of VAT:	() CFA F.

The amount of the contract calculated under the conditions laid down in article 19 of the GAC, results from the application to the amount exclusive of the VAT, of the Value Added Tax (VAT) and the possible rebate granted by the contractor.

#### Article 41: Place and method of payment.

In return for the payments to be done by the Contracting Authority to the contractor under the conditions laid down in the contract, the contractor is bound by these provisions to execute the contract in accordance with the provisions of the contract.

The Contracting Authority shall release the sums due in the following manner:

- For payments in CFA francs (amount in figures and letters exclusive of taxes) by credit to account No.\_ bank. name of the contractor in the
- For payments in currency (amount in figures and letters exclusive of taxes) by credit to account No.\_\_\_ name of the contractor in the \_\_\_\_\_

#### Article 42: Price variation

Prices shall be firm.

Payments on account made to the contractor as advances shall not be revisable.

#### Article 43: Advances

The Contracting Authority shall grant a start-off advance equal to 20% of the amount (.....) of the contract. The time limit for payment of the start-off advance is fixed at \_\_\_\_\_days from the date of its request by the contractor.

#### Article 44: Payment for works

Establishment of works executed

Before the 30th of each month, the contractor and the Project Manager 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.

Monthly detailed account

Not more than the fifth (5th) of the month following the month of the services, the contractor shall hand over to the Contract 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 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 between the budgets of the state and the Ministry in charge of Finance.

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 Manager and Contract Engineer have a maximum time-limit of fifteen (15) days to sign the detailed accounts and forward them to the accountant in charge of payment.

A copy of the corrected detailed account is returned to the contractor, if need be.

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

#### Article 45: Penalties for delays

- · The amount set for penalties for delays is set as follows:
- a) One two thousandth (1/2000<sup>th)</sup> of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the contractual time-limit;
  - b) A thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.
- 2. The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract inclusive of all taxes.

#### Article 46: Payment in case of a group of enterprises

For these groups of projects, there will be no room for group of enterprises nor joint and sub-contractors.

#### Article 47: Final detailed account

After completion of the works and within a maximum time-limit of 45 days after the date of provisional reception, the contractor shall establish, based on joint reports, the drafted final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

Ce projet de décompte final, une fois accepté ou rectifié par le Maître d'œuvre devient décompte final. Il sert à l'établissement de l'acompte pour solde du marché, établi dans les mêmes conditions que celles définies pour l'établissement des décomptes mensuels.

Il est transmis au Ministère des Marchés Publics pour visa avant transmission à l'organisme payeur.

- The time-limit available to the Contract Engineer to notify the corrected and approved draft to the Contract Manager is 30 days maximum.
- The time-limit available to the contractor to return the signed final detailed account is 30 days maximum.
- This final detailed account is transmitted to the authority in charge of public contracts for visas and forwarding to the accountant in charge of payment.

#### Article 48: General and final detailed account

 The time-limit available for the Contract Engineer or the Contract Manager to establish the general detailed account and forward to the contractor after final acceptance is 30 days maximum.

At the end of the guarantee period (one year) which results in the final reception of the works, the Contract Engineer draws up the general and final detailed accounts of the contract which he has had signed jointly by the contractor and the Contract Manager. This detailed account includes:

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

The signing of the general and final detailed account without reservation by the contractor definitely binds the two parties except with regard to interest on overdue payments.

- The time-limit available to the contractor to return the signed final detailed account is 30 days maximum.
- This detailed account is transmitted to the authority in charge of public contracts for visas and forwarding to the accountant in charge of payment.

#### Article 49: Tax and customs regulations

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

- Taxes and dues relating to industrial and commercial profits, including the IAR which is a deduction on company taxes;
- Registration dues in accordance with the Tax Code;
- Dues and taxes attached to the execution of services provided for in the contract;
- 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 means VAT included.

#### CHAPTER V: SUNDRY PROVISIONS

#### Article 50: Deadline of Guarantee

Concerning the subject, the deadline of guarantee only concerns the realised technical structures works. This delay is of twelve (12) month to count of the date of Provisional reception of works.

#### Article 51: Rehabilitation during the Period of Guarantee

During the period of guarantee, the contractor should execute in due time at his expenses, all necessary works to remedy the messes not being a matter for a normal Rehabilitation that would appear in the works of realised technical structures.

If the contractor didn't conform himself within fifteen (15) days to the prescriptions of a relative service order to these works, the Contract Manager will be in right to make execute them by his own workers or by another enterprise and the bill will be recover at the expense of the contractor by deduction on all dues or fees owe to him in the regard of the contract.

#### Article 52: Case of force majeure

- · If the contractor were to raise the issue of force majeure, the thresholds below which claims shall not be admitted are:
  - Rainfall: 200 millimetres in 24 hours;
  - · Wind: 40 metres per second;
  - · Flood: decennial flood frequency.

#### Article 53: Labour Legislation

The Contractor should conform himself with the law in force concerning the use of labour

#### Article 54: Termination of the contract

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

- Delay of more than fifteen (15) calendar days in the execution of an Administrative Order or unjustified stoppage of more than seven (7) calendar days;
- Delay in work resulting in penalties of more than 10 % of the amount of the works;
- Refusal to repeat poorly executed works;
- · Default by the contractor;
- · Persistent non-payment for services.

#### Article 55: Disagreements and disputes

All litigation occurring between the contracting parts will be the subject of an amicable regulation tentative.

Has defect of the amicable regulation, all dispute ensuing the execution of the contract will be carried before the competent Cameroonian jurisdiction in accordance with article 98 of the decree n° 2004 /275 of September 24 2004 bearing Public Contract Code.

#### Article 56: Production and dissemination of this contract

Fifteen (15) copies of this contract shall be produced and stamped at the cost of the contractor and furnished to the Contracting Authority.

#### Article 57 and last: Entry into force of the contract

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



## DOCUMENT N° 4: SPECIAL TECHNICAL CONDITIONS (C.C.T.P)

## TABLE OF CONTENT

CHAPTER I: GENERAL DISPOSITIONS

Article 1 - AIM OF THE PRESENT DOCUMENT

Article 2 - CONSISTING TASKS OF THE WORK

Article 3 - STANDARD AND REGULATORY TEXTS

CHAPTER II: FOUNDATION

Article 4 - DESCRIPTION OF WORKS

Article 5 - BUILDING UP OF THE CRADLE

CHAPTER III: FURNITURE

Article 6 - COMPONENT OF THE SOLAR LIGHTING SYSTEM

Article 7 - CHARACTERISTIC OF THE DIFFERENT DEVICES

Article 8 - STRUCTURAL ANALYSIS



## TECHNICAL PRESCRIPTION ON THE WORK (STC/ed

#### CHAPTER I: GENERAL DISPOSITIONS

#### Article 1 - AIM OF THE PRESENT DOCUMENT

The present Particular Technical Specifications Notebook (PTSN/CCTP) is the document that fixes the rules of works to be applied in the supply of solar security streets light in TATUM town, NKUM Municipality; Bui Division, North-West Region.

It aim is to inform the tenderer of the nature of the work to be carried out, its importance, its size and technical specifications to be observed, however, it is not limiting and the service provider must perform all the indicated work as included in his prices, without exception or reservation in respective of the rules of arts.

The road section to be furnished are listed below:

S/N°	ITINERARY OF ROAD SECTIONS	LENGTH (km)	GAPING (I = 30)	QUANTITY
		0,15	-//-	05
01	ELECAM STREET	0,15	-//-	05
02	GS TATUM STREET			05
03	ISLAMIC CHURCH STREET	0,15	-//-	
	1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	0,15	-//-	05
04	D.O's ENTRANCE ROAD TOTAL	0,6		20

#### Article 2 - CONSISTING TASKS OF THE WORK

Works to be done consists on:

- The bringing up and retrieving of heavy equipment;
- The survey of the working area;
- The pecking and the setting out of pools' basement sites;
- The clearing and grubbing, including demolition of existing structure;
- The levelling of platform & removing of storm;
- The excavation of the foundation at the required depth;
- The putting in place of the basement cradle;
- The supply and putting in place of galvanized steel holed pools;
- The supply and putting in place of solar panels;
- The supply and putting in place of streetlight bulbs;
- The supply and putting in place of solar energy storage components;
- The supply and putting in place of suitable electric and electronic devices;
- The labelling of the project with a sticker if possible;
- The taking in account of safety measures;
- Any other task needed for the conducive realisation of works.

#### Article 3 - STANDARD AND REGULATORY TEXTS

The contract will have to meet the following standards (or any other equivalent accepted international standards):

- Photovoltaïque 3.1.
- UTE C 57-300 : paramètres descriptifs d'un système photovoltaïque ;
- UTE C 57-310 : Transformation directe de l'énergie solaire en énergie électrique ;
- NF EN 61215 : Modules photovoltaïques (PV) au silicium cristallin pour application terrestre ;
- NF EN 60904 1 à 10 : Mesures des caractéristiques courant-tension des dispositifs photovoltaïques relative aux procédures de mesure des caractéristiques courant-tension des dispositifs photovoltaïques au silicium cristallin sous éclairement solaire naturel ou simulé ;
- NF EN 61173 : Protection contre les surtensions des systèmes photovoltaïques (PV) de production d'énergie.
- NF EN 61730 : Qualification pour la sûreté de fonctionnement des modules photovoltaïques (PV) notamment :

- Partie 1 : Exigences pour la construction ; 0
- Partie 2 : Exigences pour les essais ; 0
- CEI 61724 : Surveillance des qualités de fonctionnement des systèmes photovoltaiques Recommandations pour la mesure, le transfert et l'analyse des données
- Accumulateurs photovoltaïques 3.2.
- NF EN 61427 : Accumulateurs pour les systèmes photovoltaïques (SPV) Exigences générales et methodes d'essais ;
- Eclairage public et Luminaires 3.3.
- UTE C 17-205 : Applicable aux caractéristiques des installations d'éclairage public
- EN 13201 : Éclairage public ;
- Partie 1 : Rapport technique sélection des classes d'éclairage ; 0
- Partie 2 : Exigence des performances ; 0
- Partie 3 : Calcul des performances ; 0
- Partie 4 : Méthode de mesures des performances photométriques ;
- EN 60598- Luminaires:
- Partie 1 : Prescriptions générales et essais
- Partie 3 : Règles particulières Luminaires d'éclairage public ;
- NF C 71-120, EN 13032-1 et EN 13032-2 : Contrôles photométriques des luminaires ;
- Support d'éclairage 3.4.

#### NF EN 40 Supports d'éclairage :

- EN 40-1 Candélabres-définitions et termes ; 0
- EN 40-2 Candélabres-dimensions et tolérances ; 0
- EN 40-3-1 Candélabres-conception et vérification spécifications pour charges -caractéristiques ;
- EN 40-3-3 Candélabres-conception et vérification vérification par calcul ; 0
- EN 40-5 Candélabres-spécifications pour les candélabres d'éclairage public en acier ; 0
- Autres textes 3.5-
- Conformités: NF EN 60529 / NF EN 62262 / IEC/EN 55015 / EN 61547 / EN 62493 / EN 62031 / EN 62471 / EN 61347-1 / EN 61347-2-13 / LM79 / NF EN 12981
- NF EN 61000 : Normes pour la compatibilité électronique et le marquage CE

The fact that not all regulations are recalled does not exempt the contractor from complying them. The contactor, by signing the contract, assumes the responsibility for the design and the execution of the facilities. He will therefore make any comments he may have on the design of the dossier before the signing of the contract. If, during the course of the work, new regulations come into effect, the contractor would be required to inform the control engineer in writing, with copy to the contract manager, while specifying the modalities of application of these regulations and their impact on the current operation.

#### CHAPTER II: FOUNDATION

#### Article 4 - DESCRIPTION OF WORKS

Works having to be executed in the framework of the present project are mainly characterized by the supply and putting in place of the solar lighting system and the building up of a cradle having to receive it.

#### Article 5 - BUILDING UP OF THE CRADLE

Sand:

The sand will have to come either from the crusher or from a river. The extracted product should have an equivalent percentage of sand greater than 80% and the percentage of very fine elements eliminated by decantation should be less than 2%.

The granularity must fit with the condition labelled by the AFNOR MODULUS table.

Aggregates 15/25:

The aggregates should be clean (the percentage of elements eliminated by decantation has to be less than 2%) and of granular-metric adapted to their use.

The maximal proportion in weight of the aggregates destined for quality concretes passing through washing at the sieve 0, 5 must be less

The granularity of the aggregates is fixed at 5/25 mm resulting from the mixture of two the classes 5/15 and 15/25,

 Mixing Water

The mixing water must be clean, not salty and practically free from matters in suspension and dissolved mineral salts, notably of sulphates. and chlorides. The use of water from swamps or peat-bogs is forbidden.

TRY

4/5

It must respond to the specifications of the norm NF P 18-303.

Cement:

They will be of class CPJ 35 (for masonry works or depending on the case) and will come from CIMENCAM or from any accepted factory.

They will be of class CPA 325 (for concrete works or depending on the case) and will come from DANGOTE or from any accepted factory.

The bags of cement deteriorated by moisture will be immediately rejected and removed from the building site.

Putting in place of the vibrated mass concrete dosed at 400 kg/m3 for the foundation including anchorages.

The vibrated mass concrete will be dosed 400 kg/m3 of cement of class CPA 325 and will offer a resistance of 325kg/cm3 to 28 days. Sands for mortars and concrete will be rigid, clean and healthy thus, will be sifted carefully and removed from all organic or earthy refuses.

The metallic formwork must have a sufficient sealing to avoid the losses of milt and must be oiled for not to absorb the water of the concrete.

The setting-up of the concrete will be realised with the concrete mixer and the putting in place should be executed in a strong metallic formwork made up of non-corrosive sheets (30/10e) and by using a vibrant axle. The concrete will be held safe from the sun from the moment where it will have begun to hold.

#### CHAPTER III: FURNITURE

#### Article 6 - COMPONENT OF THE SOLAR LIGHTING SYSTEM

Solar panel:

A solar panel system is made up of multiple photovoltaic (PV) panels framed by copper cells captors, a DC power converter (called inverter) and a rack system that holds the PV panel in place.

For the project, each pool will have to receive (02) and should be placed horizontally but lightly inclined toward the east and west. The charges from the captors will be conducted in a scheme connected in series for to capitalise the conductivity.

The rack system will be carried by a holder constituted of a galvanised steel or equivalent material. It should be mounted with a mechanism that permit to rotate the panels toward the required direction.

This conditions applies on the all-in-one system of lighting.

Solar power battery:

The solar storage battery (accumulator) is a device that help to extend the use of a PV system's power generated energy and will provide free sustainable power even when the sun is not shinning and the panels don't produce energy. It is supposed to be virtually unlimited in terms of capacity and performance. The quality should be of high definition with a lifespan guaranty of not less than 15 years and depth of discharge (DOD) of 100%.

Solar power regulator:

A solar regulator (rheostat) is a small box consisting of solid state circuitry that is placed between a solar panel and a battery. Its function is to regulate the amount of charges coming from the panel that flows into the deep cycle of the battery bank in order to avoid the battery being overcharged.

Solar power inverter:

A solar power inverter (transformer) is an electrical device that is placed between the battery and the energy receivers. Its function's has an adapter and permits to invert values of the voltage and the ampere meter of the direct current (DC) into the alternative current (AC) values. Vis-versa, (will only be used should in case).

Solar power transistor:

A solar power transistor (semi-conductor) is an electrical device that is placed in a parallel scheme between the battery and the energy receivers. Its function is to regulate or control the current voltage flow, in addition, it has the capacity to amplify and generate electrical signals and acts as switch gate to the system.

Timer:

A timer switch (contactor) is an electronic device that is placed between a battery and the energy receivers. Its function's has a switcher and permits to interrupt the conduction of the current to re-establish it at a required time. For the project, if preferred to the LDR or associated to it, the device will have to be set to switch on the conduction at 6:30 pm and switch it off at 6:30 am.

Light Dependent Resistor (LDR):

A light dependent resistor (photo-resistor) is a passive electrical component that decreases resistance with respect to receiving the luminosity on the component sensitive surfaces. The resistance of a photo-resistor decreases with increase in incident light intensity, in other words, it exhibit photoconductivity.

#### Resistor:

A resistor is a passive two-terminal electrical component that implements electrical resistance as a circuit element. In electronic, circuit resistors are used to reduce the current flow, to adjust signal level, to divide voltages, through active elements, and, to terminate transmission lines among others uses.

#### Solar PVC cable:

The polyvinyl chloride cable (conductor) is constituted of electric rubs that are protected by coats of isolate materials. Its function is to carry the phase and neutral charges produced in between the various machines. For the project, a section 2x6mm is required.

The plugs are protected electric devices (conductors) that help to sock the electric rubs into the various machines. For the project, the required set of plugs (male and female connectors, Y branch and T branch plugs) will be necessary for a conducive running of the system.

#### Lamp head:

It is a body constituted of the bulb's head and it holder. For the project, the holder should be constituted of a galvanised zinc tube or equivalent material.

#### Bulb:

It is a dipole that has as function to receive electric charges and transformed them into light. For the project, a high definition LED bulb is required but in the case of it possibility, a photo-luminary cells bulb will be preferable.

Galvanised steel holed pools (or any equivalent material) and holders are to be fabricated for to carry the entire components forming the solar lighting system.

For the lighting system with double head dazzling lamps, the pool will have to respect the following dimensions:

- Height:  $7m \ge h \ge 10m$ ;
- Size:  $125mm \ge \emptyset \ge 300mm$ , (taking from base to top).

For the lighting system with single head lamps, the pool will have to respect the following dimensions:

- Height:  $6m \ge h \ge 10m$ ;
- Size:  $125mm \ge \emptyset \ge 300m$  (taking from base to top).

## Article 7 - CHARACTERISTIC OF THE DIFFERENT DEVICES

The characteristics labelled below are only indicative. They should in no way alter the operational options of the electrical scheme chosen for the solar lighting system, if the latter is proven efficient and durable.

S/N	Designation	Power (W)	Tension (V)	Intensity (A)	Conductivity $(\Omega/m)$	Remarks
01	Solar panel	100	12	1,25 DC	1,7x10 <sup>-8</sup>	Photovoltaic cells with copper led captors, British mark preferably
02	Solar power battery		24 DC / 220-240 AC	200 Ah	95x10 <sup>-8</sup>	Lithium-ion battery, British mark preferably
03	Solar power regulator	15000	24 DC / 220 240 AC	200 Ah	1,7x10 <sup>-8</sup>	High ranking charge controller, British mark preferably
04	Solar power inverter	15000	24 DC / 220 240 AC	≤ 15 AC	1,7x10 <sup>-8</sup>	High ranking power adaptor, British mark preferably
05	Timer	15000	24 DC / 220 240 AC	≤ 15 AC	1,7x10 <sup>-8</sup>	High ranking minutely device, Britis mark preferably
06	Solar PVC cables		300-500 AC	≤ 15 AC	1,7x10 <sup>-8</sup>	High ranking incorporated rubs, British mark preferably
07	Plugs		300-500 AC	≤ 15 AC	1,7x10 <sup>-8</sup>	Last models device, British mark preferably
08	Bulb	100	220-240 AC	≤ 15 AC	5,9x10 <sup>-8</sup>	Last models LED bulbs, British man

#### Article 8 - STRUCTURAL ANALYSIS

ins énergétiques (William) ation solaire (kWh/milliam) ion nominale (V) lement éclairement lement générateur P lement batterie lement convertisseu lement du régulateu ondeur de décharge eur de correction sance crête (kW) Puissa Tensio ules	n²/j)  November 1			
ion nominale (V) lement éclairement lement générateur P lement batterie lement convertisseu dement du régulateu ondeur de décharge leur de correction sance crête (kW) Puissa Tensio	DV ALICE MAIRE OF THE PARTY OF			
lement éclairement lement générateur P lement batterie lement convertisseu dement du régulateu ondeur de décharge eur de correction sance crête (kW) Puissa Tensio	ur ur batterie			
lement générateur P lement batterie dement convertisseu dement du régulateu ondeur de décharge eur de correction sance crête (kW) Puissa Tensio	ur ur batterie			
lement batterie lement convertisseu dement du régulateu ondeur de décharge eur de correction sance crête (kW) Puissa Tensio	ur ur batterie			
dement convertisseu dement du régulateu ondeur de décharge eur de correction sance crête (kW) Puissa Tensio	patterie			
eur de correction sance crête (kW) Puissa Tensio	patterie			
eur de correction sance crête (kW) Puissa Tensio	batterie			
eur de correction sance crête (kW) Puissa Tensio	batterie			
eur de correction sance crête (kW) Puissa Tensio	ance			
sance crête (kW) Puissa Tensio				
Puissa Tensio				
Tensio				
	an .			
ules Nombr	re de modules en série			
	re de branches			
Puissance totale (W)				
, ,				
nomie				
acité de stockage (A	Ah)			
	on ore en série			
	NE CH Selle			
Nombre de branches  Capacité totale (Ah)				
2	nomie acité de stockage (A Capac			

#### TABLE N°: 2

Désignation	Caratéristiques	Données retenues	Commentaire
	Hauteur de feu		
	Surface de référence (L*I)		
	Eclairement moyen au sol (lux)		
	Eclairement max au sol (lux)		
	Uniformité de l'éclairement : Emin/Emax		
DONNEES GENERALES	Besoins énergétiques (Wh/j)		
	Irradiation solaire (kWh/m²/j)		
	Température d'exploitation		
	Vitesse du vent		
	Choc horizontal (kN.m)		
	Indice de protection		
	Rendement éclairement		
	Rendement générateur PV		
RENDEMENT	Rendement batterie		
	Rendement convertisseur		
	Rendement du régulateur		
	après 2 ans		
GARANTIE DE LA PRODUCTION			
SOLAIRE (en pourcentage)	après 10 ans		
	après 15 ans	11	
GENERATEUR	Marque		

PHOTOVOLTAÏQUE	Type		68 6116	CAME
Poprantian Carries	Lieu d'approvision	nnement	11 3/18	MAYON
Δ.	Durée de vie		* */	2 1 ×
	Autonettoyant?	4	31/	1 3
	Facteur de correc	ction	De la	9,70
	Puissance crête		길 중 기 기	3
	T GIOGGITO CITATI	Puissance	CE -	18 1
	Modules	Tension	10.6 LEX	MARE & S
	Wioddiec	Nombre de modules en série	CENCIL	THUNE CA
		THOMAS AS ASSESSED.	ALIZA	TON &
	Marque			10.
	Туре			
	Lieu d'approvision	onnement		
	Autonomie (jr)	Milement		
	Profondour do d	écharge batterie		
	Capacité de sto	echarge batterio		
	Capacite de Stor	Conscitó		
BATTERIE		Capacité		
DATILINE	Batteries	Tension Nombre en série		
		Nombre de branches		
	Nbre de cycles	80% de décharge		
	minimum à	50% de décharge		
	30±5°c et à	30% de décharge		
	30±3 C et a	20% de décharge		
	Marque			
	Туре			
	Lieu d'approvis	ionnement		
LUMINAIDE	Durée de vie			
	Puissance			
	Efficacité lumin	neuse		-
LUMINAIRE	Durée d'autonomie avec une batterie chargée au			
	maximum			
	Température de la couleur (K)			
	Vasque (forme/orientation)			
	Vasque (forme	e/orientation)		
	Dispositif de c	ommande (préciser)		
	1			
	Marque			
	Туре	-1		
	Lieu d'approvi	sionnement		
	Durée de vie	tions involved 0		
REGULATEUR	Détection auto	omatique jour/nuit ?		
REGULATEON	Programmatic	on noraire ?		
	Détection de	presence?		
	Courant d'ent			
	Courant de so	office (A)		
	Courant cara	ctéristique (A)		
	Margue			
	Marque			
	Type Lieu d'approv	visionnement		
Candélabre (mât + crosse +		ABIOTHETHETIC		
platine)	Garantie			
	Matériau	if d'energe (I *I*h)		
	Dimension m	nassif d'ancrage (L*I*h)		



## DOCUMENT N° 5: SCHEDULE OF UNIT PRICES

## SUPPLY OF SOLAR SECURITY STREETS LIGHT IN TATUM TOWN

MAIL ENCLOSURE OF UNIT PRICES

PRICE	DESCRIPTION OF WORKS	U	Unit Price in figures	Unit Price in etters
000	SERIES 000: INSTALLATIONS		1000	LE MAIRE & E
001	Site's Installation and studies	ls .		COMMUNE CAL
002	Bringing up and retrieving of materials	ls		NICATION W
003	Studies, execution programming and "As realised As" documents	ls		
	TOTAL SERIES 000			
100	SERIES 100: CLEANING-EARTHWORKS-BASEMENT WORKS			
101	General cleaning including rubble cut and cutting of trees	ls		
102	Excavation of the foundation pit	m <sup>3</sup>		
103	Core concrete dosed at 200 kg/m <sup>3</sup>	m <sup>3</sup>		
104	Reinforced concrete dosed at 350 kg/m³ for the foundation	m <sup>3</sup>		
105	Mass concrete dosed at 400 kg/m³ for the cradle including anchorage	m <sup>3</sup>		
	TOTAL SERIES 100			
200	SERIES 200: RENEWABLE ENERGY SUPPLY			
201	Supply and putting in place of galvanized steel conic pool (8m≥height ≥ 10m and 100mm ≥ Ø ≥ 300mm) including any suggestion of type	u		
202	Supply and putting in place of a block of automatic solar street lighting (400w, model B) system comprising all the elements suitable for it functioning as prescribed in the technical specifications	u		
	TOTAL SERIES 200			
300	SERIES 300: ENVIRONMENTAL MITIGATION			
301	Collection and treatment of waste generated	Is		
302	Planting of ornamental trees (bottlebrush) or any suggestion	u		
303	Personal protective equipment (helmet, chasuble, pair of gloves and rain-gumboots)	u		
	TOTAL SERIES 300			
	TOTAL AMOUNT WITHOUT TAXES			
	AMOUNT OF VAT = 19,25%			
	TOTAL AMOUNT ALL TAXES INCLUSIVE			



# DOCUMENT N° 6: DETAILS OF ESTIMATES (BILL ESTIMATES AND SCHEDULE OF QUANTITIES)



6-1: BILL OF ESTIMATES

## SUPPLY OF SOLAR SECURITY STREETS LIGHT IN TATUM TOWN

## **BILL OF ESTIMATES**

PRICE	DESCRIPTION OF WORKS	U	Q'TY	UNIT PRICE	AMOUNT WE
000	SERIES 000: INSTALLATIONS		112	12	3 3
001	Site's Installation and studies	Is	A.C.	3 10	e / 5 5
002	Bringing up and retrieving of materials	ls	1	CANCIL MAI	WL'NE CAL
003	Studies, execution programming and "As realised As" documents	Is	1	ALIZATIO	N & LO
	TOTAL SERIES 000			* 12	7 7
100	SERIES 100: CLEANING-EARTHWORKS-BASEMENT WORKS				
101	General cleaning including rubble cut and cutting of trees	Is	1		
102	Excavation of the foundation pit	m³	40		
103	Core concrete dosed at 200 kg/m <sup>3</sup>	m³	7,5		
104	Reinforced concrete dosed at 350 kg/m³ for the foundation	m³	40		
105	Mass concrete dosed at 400 kg/m³ for the cradle including anchorage	m <sup>3</sup>	5		
	TOTAL SERIES 100				
200	SERIES 200: RENEWABLE ENERGY SUPPLY				
201	Supply and putting in place of galvanized steel conic pool (8m≥height ≥ 10m and 100mm ≥ Ø ≥ 300mm) including any suggestion of type	u	25		1
202	Supply and putting in place of a block of automatic solar street lighting (400w, model B) system comprising all the elements suitable for it functioning as prescribed in the technical specifications	u	25		
	TOTAL SERIES 200				
300	SERIES 300: ENVIRONMENTAL MITIGATION				
301	Collection and treatment of waste generated	Is	1		
302	Planting of ornamental trees (bottlebrush) or any suggestion	u	10		
303	Personal protective equipment (helmet, chasuble, pair of gloves and rain-gumboots)	u	10		
	TOTAL SERIES 300				
	TOTAL AMOUNT WITHOUT TAXES				
	AMOUNT OF VAT = 19,25%				
	TOTAL AMOUNT ALL TAXES INCLUSIVE				

CLOSES THIS BILL OF ESTIMATES AT THE SUM OF:

FRANCS CFA ALL TAXES INCLUSIVE



6-2: SCHEDULE OF QUANTITIES

## SUPPLY OF SOLAR SECURITY STREETS LIGHT IN TATUM TOWN

# SCHEDULE OF QUANTITIES SLICE OF

PRICE	DESCRIPTION OF WORKS	NUM	LENGTH (m)	HTCHW (m)	Th./HEIGHT	QUANTITY	U
000	SERIES 000: INSTALLATIONS		TO TE	1	8 30		
001	Site's Installation	(a)	3.8	46 1000	18 3	1	ls
002	Bringing up and retrieving of materials		in the	MAIR	ME OF ON	1	ls
003	Execution programming and "As realised As" documents			1/2, -13M	LOOP	1	ls
100	SERIES 100: CLEANING-EARTHWORKS-BASEMENT WORKS						
101	General cleaning including rubble cut and cutting of trees					1	ls
102	Excavation of the foundation pit	30	1,1	1,1	1,1	39,93	m <sup>3</sup>
103	Core concrete dosed at 200 kg/m <sup>3</sup>	30	1,1	1,1	0,2	7,26	m <sup>3</sup>
104	Reinforced concrete dosed at 350 kg/m³ for the foundation	30	1,1	1,1	1,1	39,93	m <sup>3</sup>
105	Mass concrete dosed at 400 kg/m³ for the cradle including anchorage	30	0,6	0,6	0,4	4,32	m <sup>3</sup>
200	SERIES 200: RENEWABLE ENERGY SUPPLY						
201	Supply and putting in place of galvanized steel conic pool (8m≥height ≥ 10m and 100mm ≥ Ø ≥ 300mm) including any suggestion of type	25				25	u
202	Supply and putting in place of a block of automatic solar street lighting (400w, model B) system comprising all the elements suitable for it functioning as prescribed in the technical specifications	25				25	u
	THE PROPERTY OF THE PROPERTY O						
300	SERIES 300: ENVIRONMENTAL MITIGATION	-				1	Is
301	Collection and treatment of waste generated	45				10	U
302	Planting of ornamental trees (bottlebrush) or any suggestion	10				10	- u
303	Personal protective equipment (helmet, chasuble, pair of gloves and rain-gumboots)	10				10	u



## DOCUMENT N° 7: BREAKDOWN OF PRICES

**BREAKDOWN OF PRICES** 

	BREAKDOWN	OF PRICES	REPUBLIC	OF CAME PO		
DESIGNATION :		į.	The state of the s	100 Jan 198	,	
No	Daily out put		Fotal quantity	Unit MAIRE	Duration of activity	
			A CALLED	COMMUNE CONTION & LOCAL		
	Category	No	Daily wage	Days break up	Amount	
A						
WORKMANSHIP						
	Туре	No	Daily rate	Days break up	Amount	
В						
EQUIPMENT/MACHINES						
- 7	TOTAL B					
	Туре	Unit	Unit cost	Quantity	Amoun	
C MATERIAL AND						
MISCELLANOUS						
	TOTAL C					
D	DIRECT TOTAL COST			A+B+C		
E	GENERAL SITE EXPEN	ESES		Dx%		
F	GENERAL OFFICE EXP	ENSES		Dx%		
G	NET COST			D+E+F		
Н	RISK + BENEFITS		,	Gx%		
Р	TOTAL COST (HT)			G+H		
V	UNIT COST (HT)			P/Q'TY		



## DOCUMENT N° 8: MODEL OF CONTRACT

REPUBLIQUE DU CAMEROUN PAIX - TRAVAIL - PATRIE

MINISTRE DE LA DECENTRALIZATION ET DU DEVELOPPEMENT LOCAL

REGION DU NORD OUEST

DEPARTMENT DU BUI

ARRONDISSEMENT DE NKUM \*\*\*\*\*\*

COMMUNE DE NKUM

BP 63 - KUMBO; TEL: 33 15 59 15 E-MAIL nkumcouncil@yahoo.com



REPUBLIC OF CAMEROON PEACE - WORK - FATHERLAND

MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT

NORTH WEST REGION

EDUBLICUE DU BUI DIVISION THE WAKUM SUBDIVISION NKUM COUNCIL BOX 68 KUMBO; TEL: 33 15 59 15
E-MAIL pkumcouncit@vahoo.com uncite Wall

COMMUNE CHE OPEN NATIONAL INVITATION TO TENDER N°: ... ... /ONIT/NC/NCITB/2024 OF ...... FOR THE SUPPLY OF SOLAR SECURITY STREETS LIGHT IN TATUM TOWN, NKUM MUNICIPALITY; BUI DIVISION, NORTH-WEST REGION.

HOLDER (ETS): ..... P.O BOX ...... TEL. ......RADE REGISTER N° (N° R.C.): ..... TAX PAYER N°: ...... BANK ACCOUNT N°: ...... AT ...... (BANK) AGENCY OF: .....

## PURPOSE (SUBJECT): THE SUPPLY OF SOLAR SECURITY STREETS LIGHT IN TATUM TOWN, NKUM MUNICIPALITY; BUI DIVISION, NORTH-WEST REGION

PLACE: The road sections to be furnished are listed below:

	d sections to be furnished are listed below:  ITINERARY OF ROAD SECTIONS	LENGTH (km)	GAPING (I = 30)	QUANTITY
S/N°	IIINEIGART OF ITOTAL	0,15	-//-	05
01	ELECAM STREET	0,15	-//-	05
02	GS TATUM STREET	0,15	-//-	05
03	ISLAMIC CHURCH STREET	0,15	-1/-	05
04	D.O's ENTRANCE ROAD			20
-	TOTAL	0,6		

## DURATION: NINETY WORKING DAYS (03 MONTHS)

AMOUNT OF JOBBING ORDER:

3:	F CFA
TOTAL WITHOUT TAXES	F CFA
VAT = 19.25 or 16.134	F CFA
TOTAL WITH TAXES (ATI)	F CFA
AIR (Income on revenue)= 2.2 or 5,5%	F CFA
TOTAL TAXES	F CFA
NET TO BE PAID	

This Jobbing Order is s	signed at an amount of	FRANCS CFA (all taxes inclusive ATI)
FINANCING: PIB MINHI	DU 2024 FISCAL YEAR	
	DATE OF ENTRY INTO THE CONTRACT:	
	DATE OF SIGNATURE :	
	DATE OF NOTIFICATION:	
	DATE OF REGISTRATION:	

#### **BETWEEN**

NKUM COUNCIL represented by the MAYOR, CONTRACTING AUTHORITY, hereafter known as the "Administration"

ON THE ONE HAND

AND

THE COMPANY: \_\_\_\_\_\_

Represented by the General Manager .....

Hereinafter known as << The Contractor >>

THE MAN DE LIC OF AUTHURS IN THE MAN DE LIC O

ON THE OTHER HAND

THE FOLLOWING AGREEMENT HAS BEEN ENTERED INTO

#### Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details of Estimates

S/N°	ITINERARY OF ROAD SECTIONS		LENGTINGUE	GAPING	
01	ELECAM STREET		LENGTH (km)	(l = 30)	QUANTITY
02	GS TATUM STREET		* 0,15	0.911-02 *	05
03	ISLAMIC CHURCH STREET		0,15	11-	05
04	D.O's ENTRANCE ROAD		0,15	18311- 11- 13	05
		TOTAL	0,6	105 July 301	05 <b>20</b>
bing Or	ETY WORKING DAYS (03 MONTHS)  der is signed at an amount of	•••••••••••••••••••••••••••••••••••••••	FF	CN & LOCAL CN & LOCAL RANCS CFA all t	axes inclusive
	ATI				
	ATE				
	VAT (19.25%)				
	AIR (2.2%) OR (5.5%)				
	Net to be paid				
bbin	g Order is closed at an amount of		ATI		
	ATUM, the				
	O AND ENTERED INTO	TATUM, the			
		S	IGNED BY THE N		
	(contractor)		(CONTRAC	TING AUTHORIT	TY)
	REGISTRA	ATION			



## DOCUMENT N° 9: ANNEX

## DECLARATION FORM

	DECLARATION OF THE	INTENTION TO TENDERQUE D	U Call
I, the undersigned,		LEDU GLIC CE	SAMER
		1/2 /	Na.
Function		RE CE MAIN	KE AN EN
	anger of	COM	MUNICAL MUNICAL
Hereby acknowledge receipt	of the file for the Open Nationa	al Invitation to tender No	····· of
an	d hereby declare my intention	to tender for the said contract.	
DONE	₹ <i>AT.</i>	ON THE	······

GENERAL MANAGER

## TENDER FORM



To the mayor, Nkum council Dear Sir,

Having examined the undersigned offer to execute th	e bidding document, the receipt of which is hereby duly acknowledge, I the
In conformity with the figures)	e said bidding documents for the sum of (total bid amount in words and
I undertake, if my bid is schedule specified in the method	s acceptable to execute the works withinmonth/days in accordance with the dology and planning of execution of works included in my tender.
I agree to abide by this nstructions to bidders, and it sh nat period.	bid for a period of (90) days from the date fixed for bid opening as included in the nall remain binding upon me and be accepted at any time before the expiration of
Until a formal contract is our notification of award shall co	s prepared and executed, this together with your written acceptance thereof and onstitute a binding contract between us.
I understand that you are	not bound to accept the lowest of any bid you may receive
Dated this	
Dated this day (Signature)	(In the capacity of)
Duly authorised to sign bid	d for and behalf of

#### BID SECURITY FORM

Whereas	
(Hereafter cal	led the "the bidder") has submitted its bid dated
Herein after c	alled "the bid")
KNOW YE AL	L PEOLE by the presence that WE
(	
, having or	ur registered office at(
called "the Col and truly be r present.	lled "the Bank", are bound unto the Divisional Delegate of Public Contracts in Kumbo (hereinafter ntracting Authority") in the sum of for which payment will made to the said Contracting Authority, the bank binds itself, its successors, and assigns by the
	e common seal of the said bank this day of
THE CONDITION	ONS of these obligations are:
form; or	If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid
during the bid v	If the bidder having been notified of the asset to
Fails or refuses	to execute the Contract Form, if required;
Fails o undertake to pa	r refuses to furnish the performances security, in accordance with the instructions to bidders; We ay the Contracting Authority up to the above amount upon receipt of his first written demand. Without Authority will notify that amount claimed by, he is due to him, owing to the accurrence of

both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of bid validity. Any demand in respect thereof should reach the bank not later than the above date.

the Contracting Authority will notify that amount claimed by, he is due to him, owing to the occurrence of one or

SIGNATURE OF BANK AUTHORITY

## 10.9 COEFFICIENTS MAJORATEURS SUR PRIX SECS

1.1. Frais généraux d	DE MAJORATION POUR LES TRAVAUX EXECUTES PAR L'ENTREPRISE
- Encadrement	A STATE OF S
- Etudes	TO THE TAXABLE PROPERTY.
- Laboratoires	MAIRE TO ES
- Véhicules de liaison	TALKATION & LOVE
- Matériels et équipen	nents communs
.2. Frais généraux d	e siège
Frais de siège	
Frais d'études	
Frais d'agence	
Frais financiers :	
Cautions	
Retenue de garant	ie
Agios	

## 1.3. Bénéfices et aléas....

Coefficient majorateur K =

## 2. POURCENTAGE DE MAJORATION POUR LES TRAVAUX SOUS-TRAITES

Suivre les mêmes principes de décomposition que ceux indiqués au paragraphe 1.

3. POURCENTAGE DE MAJORATION SUR LES FOURNITURES DES PRODUITS FINIS IMPORTES Suivre les mêmes principes de décomposition que ceux indiqués au paragraphe 1.

Prix de revient

10.10 MODELE D'ELECTION DE DOMICILE SIGNE DU MARE DE LE CE DE LE C

REPUBLIQUE DU CAMEROUN Paix- Travail – Patrie	REPUBLIC OF CAMEROON  Peace – Work – Fatherland
REGI	ON. COMMUNE LOCATION &
	ARTEMENT
	IMUNE
CEF	RTIFICAT D'ELECTION DE DOMICILE
	N°
Je soussigné,	
Maire de la Commune de :	
Certifie que l'entreprise :	
BP :Tel :	Fax ·
Représentée par :	
Agissant en qualité de :	
A fait élection de domicile dans le resso	ort de ma commune
Quartier / village :	lieu dit ·
Denuis lo :	
Dans le cadre du marché N°:	
Pour l'exécution des travaux de :	
Conformément aux dispositions du	n marché et du CCAG (Article 6.1), toutes les notifications s ment faites à l'entreprise, le cas échéant, par cette Mairie jusqu'à l
	abli et délivré pour servir et valoir ce que de droit. /-
F	ait à

Name & First name:		THE MODEL OF CU	RRICULUM VITA	E KRIENN	
Date of birth:				100	1440 儿童
Nationality			1,-	- Mer 6	S MAIRE SE
Level of education				-	COMMUNE
Languages Spoken	Level	Very good	Good	Average	Poor

anguages Spoken	Level	Very good	Good		A Hones
	Written		-	Average	Poor
ENGLISH	Read				
	Spoken				
FRENCH	Written				
	Read				
	Spoken				
LOCAL LANGUAGE OF THE AREA OF THE PROJECT	Written				
	Read				
	Spoken				

Training school:		
Date of admission :		
Date of graduation: Diploma obtained:		
Diploma obtained:  Specific knowledge: Publication records	Data	
Specific knowledge: Publication, research work	Date	
Date of start of service:  Nature of service rendered:		
Nature of service rendered:  Number of years of service		
Number of years in the company		
Number of years in the company :		
Date of start of service in the company :		
WORK EXPERIENCE		

## **WORK EXPERIENCE (\*)**

- (\*) Work attestations issued by the various employers shall be enclosed with this curriculum vitae which shall be signed.
- The curriculum vitae shall highlight the importance of projects in which the personnel has worked and the position he actually held in the said projects.

#### ANNEX N° 02

## THE MODEL PROFESSIONAL REFERENCES

N°	Year	Project	Name of Client, Address and Contactable telephone N°	Budgeted Project amount	Contract amount	Period of the Acceptance
1			telephone N			Leon Brie Of White

NB: For each contract named in the above list, are attached the following:

- Photocopy of first and last pages of the contract,
  Photocopy of provisional acceptance report and of final acceptance (as the case may be).

Done on, at	COMMUNE SAN
Mr (Messrs)	SECTION 81
Signature(s)	

#### **MODEL EQUIPMENT LIST**

SN	DESIGNATION Description & frame (chassis) number	MARK (& HORSE POWER if vehicle)	REGISTRATION NUMBER (if vehicle)	QUANTITY	STATUS (Hired or owned)
1	02 trucks (bennes) of capacity >= 11m <sup>3</sup>				
2	01 connection Vehicle				
3	01 hand-cranked truck				
4	01 Caterpillar				
5	01 Grader				
6	Water Tanker				
7	Steamroller				
8	Cement mixer				
9	Vibrator with spine				
0	Dame sauteuse				

	piqueur piqueur				
12	Generator			01160 86	
13				AERUBLIC OF C	AMERICAN STREET
	Sufficient small Tooling: Shovels, wheelbarrows, Pickaxes, etc			STREET STREET	NO. OF THE PARTY O
I the	e undersigned,		holde	COMMUNICATION B	School
	issued on	at		The solid solidit	y Card N∘
			being Man	aging Director of this Co	mpany called
equipme	ents and tools at any given time	above information	on is correct and com	mit myself to present any	of the above
nhase a	and any given time reques	sted. As well anv	Of them must be pro		d during each
	r o announce of requesti	U DY LITE AUTHORITI	es in charge of the new	0.001	
	e on oquipment i will take on nire i	hereby attached	to this form cortific	ed attestations (lease de	
commit	ment between I and the Owner(s) of th	ne equipment(s).	ordini	ed attestations (lease do	cuments) of
	Done on		, at		
		S	igned		

## KEY STAFF

DESCRIPTION	NAME	QUALIFICATION	EXPERIENCE	FUNCTION
ADMINISTRATIVE AND TECHNICAL				
STAFF ON SITE				
SUPPORT STAFF				

MODEL OF SITE VISIT REPORT

I) INTRODUCTION

TENDER N°:	STATE OF THE PARTY
	E MAIRE COMMING
	MUZINOS A
NAME OF COMPANY	
II) COMMENTARY:	
II-1) Nature of the project site	
II-2) Accessibility to the project site:	
II-3) Vegetation (trees, shrubs etc)	
II-4) Topography of the site	
III) AVAILABILITY OF SERVICES (water, electricity, etc)	
IV) AVAILABILITY OF CONSTRUCTIONAL MATERIAL	
V) DIFFICULTIES:	
/)CONCLUSION	
	•••••••••••••••••••••••••••••••••••••••



## DOCUMENT N° 10: GRID OF TENDERS ANALYSIS

OPEN NATIONAL INVITATION TO TENDER N°: 007 /ONIT/NC/NCITB/2024 OF 28/02/2024 FOR THE SUPPLY OF SOLAR SECURITY STREETS LIGHT IN TATUM MUNICIPALITY; BUI DIVISION, NORTH-WEST REGION TOWN,

FINANCING: PIB BUDGET; 2024 FISCAL YEAR

## **EVALUATION FORM**

(Conditions laid down by the tender file)

- 13-ASSESSMENT BIDS: The bids shall be evaluated according to the main criteria as follows:
- 13.1 ELIMINATORY CRITERIA: Incomplete administrative documents due to the absence of one of the required documents Incomplete technical file due to the absence of one of the following documents:
- an attestation of site visit signed in truth by the bidder; b1)
- a methodological note indicating the organization, planning and understanding of the project; b2)
- b3) proof of availability of a civil engineers with at least three (03) years of experience in similar works proposed as main staff;
- False declaration or forged document;
- Failure to justify ownership, rent or leasing of the following equipment's;
- 01 hand-cranked truck
- Omission of a quantified unit price in the financial offer (the lot concerned will be eliminated)
- Not satisfying at least 19 elements of essential criteria 0

#### 13.2 ESSENTIAL CRITERIA

A - References 03 elements B - Managerial staff 09 elements

C - Equipment 06 elements

D- Financing 03 elements

Details of these main qualification criteria are specified in the assessment grid contained in the Special Tender Regulations.

## **ELIMINATORY CRITERIA**

For incomplete administrative documents due to the absence of one of the required documents dated for not more than three (03) months:

(Please put a cross on the line of the missing or uncompleted document)

- Declaration of intention to tender stamped with the tariff in force;
- The Patent (Business Registration) of the running exercise (compliant certified copy signed by the competent services of Taxation):
- Taxpayer's card under validity (compliant certified copy signed by the competent services of taxation).

- A certificate of imposition under validity certified by an Inspector of Taxes, territorially competent (original);
- A Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months (original);
- o An attestation of non-redevance and the fiscal situation slip under validity (original);
- An attestation of submissiveness for CNPS (original);
- An attestation of banking domiciliation of the bidder (original);
- The receipt of purchase of the file of call of offers (original);
- The temporary security bond (original) following models joins to the Tender file;
- An attestation of temporary or definitive non exclusion of the public contracts, delivered by the organ in charge of the regulation of public contracts - ARMP(original);
- The submissive powers in the case where the bidder would act like substitute of a grouping (original);
- The copy of the grouping convention. In this case, the documents 1 to 6 and 10 should be produced for each of the members of the grouping;
- The Special Regulation Condition for Tender initialled on every page;
- The models of guarantees initialled on every page;
- The model of Contract project initialled on every page;
- The Special Administrative conditions Logbook (CCAP) initialled on every page and signed on the last page.
- For incomplete technical file due to the absence of one of the following documents: (Please put a cross on the line of the missing or uncompleted document)
  - An attestation of site visit signed in truth by the bidder;
  - A methodological note indicating the organization, planning and understanding of the project;
  - Proof of availability of a civil engineers with at least three (03) years of experience in similar works proposed as main staff;
  - False declaration or forged document;
  - o Failure to justify ownership, rent or leasing of the following equipment's;
  - 01 hand-cranked truck;
- For incomplete financial file due to the absence of one of the following documents: (Please put a cross on the line of the missing or uncompleted document)



- Omission of a quantified unit price in the financial offer (the lot concerned will be eliminated)
- For not satisfying at least 19 elements of essential criteria met as follows: (Please put a cross on the line of the missing or uncompleted document)

A – References 03 elements
B - Managerial staff 09 elements

C - Equipment 06 elements

D- Financing 03 elements



	ESSENTIAL CRITERIAS	NOTATION (YES/NO)		
Α	REFERENCES	Years	YES	NC
1	Number of projects achieved in the domain of Public Works with the minimal amount of 30 million - (the references will be judged there by the first and last pages of the contracts together with the pertaining minutes of the reception or attestation of good end) for the last ten years	Sup or Equal to 3	123	INC
2	Number of projects of solar lights executed with a minimal amount of 30 million (the references will be judged there by the first and last pages of the contracts together with the pertaining minutes of the reception or attestation of good end)	Sup or Equal to 2		
3	Number of projects of bridges works executed (the references will be judged there by the first and last pages of the contracts together with the pertaining minutes of the reception or attestation of good end) during the last five years	Sup or Equal to 1		
В	SUPERVISORY STAFF	V		
B1	Chief of works (supervisor)	Years		
4	at least with a based Level of Civil Engineer			
5	Experience in road and bridges works	Sup or equal to 3 years		
В3	Topographer			
7	at least with a based Level of Higher technician (TST)			
8	Experience in road surveys	YES/NO		
9	Number of projects at Topographer's station	Sup or equal to 2 years		
34		Sup or equal to 1 year		
-	Assistant Chief of works (foreman)			
0	at least with a based Level of Higher technician (TSGC)	YES/NO		$\dashv$
	Experience in road and bridges works	Sup or equal to 2 years		$\dashv$
2	Number of projects at the station of technician	Sup or equal to 1 year		_
				-

0	MATERIAL	The second second
	Motorised material (estimated on the basis of the presentation of legalised photocopies by the competent services of the Ministry of Transport or attestation leasing, with custody justification and the legalised bills for the rest of the material case of renting, to join a copy of the renting contract. These documents must dated for not more than three months)	n of ial.
13	02 trucks cargo of capacity >= 11m <sup>3</sup>	18 18 18 18 18 18 18 18 18 18 18 18 18 1
14	01 connection Vehicle	CAL COMMUNE CAL
15	01 hand-cranked truck	1011 6
16	Generator	
17	Sufficient small Tooling: Shovels, wheelbarrows, Pickaxes, etc	
18	Minimum material of topography (Total Station or theodolite, staff, canes, reflectors, distance meter)	
D	FINANCIAL CAPACITY	
28	Declared incomes on the Patent (Business Registration)	Sup or equal to 50 Millions
29	Cumulated incomes for the last three years	Sup or equal to 55 Millions
30	attestation of pre-financing capacity of works (attestation of solvency delivered by a recognised bank)	Sup or equal to

OPEN NATIONAL INVITATION TO TENDER N°: 007 /ONIT/NC/NCITB/2024 OF 28/02/2024 FOR THE SUPPLY OF SOLAR SECURITY STREETS LIGHT IN TATUM TOWN, NKUM MUNICIPALITY; BUI DIVISION, NORTH-WEST REGION.

FINANCING: PIB BUDGET; 2024 FISCAL YEAR

**CONCLUSION / RESULTS** 



## DOCUMENT N° 11: LIST OF AUTHORISED BANKING ESTABLISHMENTS AND FINANCIAL INSTITUTIONS

## DOCUMENT N° 12:

# LIST OF AUTHORISED BANKING ESTABLISHMENTS AND FINANCIAL INSTITUTIONS

LISTE DES ETABLISSEMENTS BANCAIRES ET ORGANISMES FINANCIERS AUTORISES A ÉMETTRE DES CAUTIONS DANS LE CADRE DES MARCHES PUBLICS

#### **BANQUES**

AFRILAND FIRST BANK (FIRST BANK)

BANQUE ATLANTIQUE CAMEROUN (BACM)

BANQUE GABONAISE POUR LE FINANCEMENT INTERNATIONAL (BGFIBANK)

BANQUE INTERNATIONALE DU CAMEROUN POR L'EPARGNE ET LE CREDIT (BICEC)

CITIBANK CAMEROUN (CITIGROUP)

COMMERCIAL BANK - CAMEROUN (CBC)

ECOBANK CAMEROON (EBC)

NATIONAL FINANCIAL CREDIT BANK (NFC-BANK)

SOCIETE COMMERCIALE DE BANQUES - CAMEROUN (CA SCB)

SOCIETE GENERALE DE BANQUES AU CAMEROUN (SGBC)

STANDARD CHARTERED BANK CAMEROUN (SCBC)

UNION BANK OF CAMEROON PLC (UBC)

UNION BANK FOR AFRICA (UBA)

## COMPAGNIES D'ASSURANCES

- ACTIVA ASSURANCES, BP 12 970 Douala;
- CHANAS ASSURANCES, BP 109 Douala./-