

PAIX- TRAVAIL- PATRIE
MINISTERE DE LA DECENTRALISATION ET
DEVELOPPEMENT LOCALE
REGION DU NORD OUEST
DEPARTEMENT DE BUI
COMMUNE DE KUMBO



PEACE- WORK-FAHERLAND
MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT
NORTH WEST REGION
BUI DIVISION
KUMBO COUNCIL

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KUMBO COUNCIL INTERNAL TENDERS' BOARD

TENDER FILE

**OPEN NATIONAL INVITATION TO TENDER
N°:007/ONIT/KC/KCITB/PIB-MINPROF 2024 OF 11TH
APRIL 2024 FOR THE SUPPLY AND INSTALLATION OF
SOLAR SYSTEM AT THE KUMBO WOMEN
EMPOWERMENT CENTER AT TOBIN, BUI DIVISION
NORTH WEST REGION**

PROJECT OWNER: THE MAYOR KUMBO COUNCIL/ CONTRACTING AUTHORITY:

FUNDING: PIB MINFOF 2024 FISCAL YEAR

BUDGET HEADS: 222 180

RECORD NUMBER: IZ05295

EXPENDITURE AUTHORIZATION: 58 33 054 04 641628 464211 941

FINANCIAL YEAR 2024

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PART 01
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REPUBLIQUE DU CAMEROUN
PAIX- TRAVAIL- PATRIE

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OPEN NATIONAL INVITATION TO TENDER N°:007/ONIT/KC/KCITB/PIB-MINPROF 2024 OF 11TH APRIL 2024 FOR THE SUPPLY AND INSTALLATION OF SOLAR SYSTEM AT THE KUMBO WOMEN EMPOWERMENT CENTER AT TOBIN, BUI DIVISION NORTH WEST REGION.

1. Subject of the invitation to tender

Within the framework of 2024 Public Investment Budget, The Mayor of Kumbo Council, the Contracting Authority, on behalf of the Republic of Cameroon, hereby launches an open invitation to tender, for the Supply and Installation of Solar System at The Kumbo Women Empowerment Center at Tobin, Bui Division. It is a single lot.

| Lot: | Name of project | Amount of project | Amount of bid bond | Cost of tender file |
|------|--|-------------------|--------------------|---------------------|
| 01 | Supply And Installation Of Solar System At The Kumbo Women Empowerment Center At Tobin | 6,202,000 CFA F | 124,040 CFAF | 15,000 CFA F |

2. Work consistency

The works include the following:

- Supply and installation of complete solar Modules (350W mono chrystal), charge controller, inverter and Battery
- Supply and installation of modules structures and battery,
- Supply and Installation of cables, system protection;
- Sundry services.

3. Participation

Participation is open under the same conditions to all Cameroonian companies and business concerned that have proven experience in the field of Renewable Energy, electrical engineering and civil engineering in general.

4. Financing

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

5. Consultation of the tender file

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

6. Acquisition of the tender file

The file may be obtained from the Kumbo council at the Secretariat of the Mayor, as soon as this notice is published against the payment of the sum of 15 000 CFA francs (fifteen thousand Francs CFA), payable at a Public Treasury, representing the cost of purchasing the Tender File

7. Presentation of the tender file

he tenders file in three (03) volumes shall be enclosed in three sealed envelopes.

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

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

8. Submission of the tender file

Each offer drafted in English or French in 07 (seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Kumbo council, Contract Award Service not later than **03/05/2024 at 10:00 noon** local time and should carry the inscription:

OPEN NATIONAL INVITATION TO TENDER N°:007/ONIT/KC/KCITB/PIB-MINPROF 2024 OF 11TH APRIL 2024 FOR THE SUPPLY AND INSTALLATION OF SOLAR SYSTEM AT THE KUMBO WOMEN EMPOWERMENT CENTER AT TOBIN, BUI DIVISION NORTH WEST REGION.

«To be opened only during the bid opening session »

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

9. Admissibility of bids

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

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

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

10- Opening of bids

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the **03/05/2024 at 11: 00AM** local time, in the conference hall of the Kumbo Council, by its competent Members. Only bidders may attend or be represented by duly mandated persons of their choice and having a good knowledge of their files.

11- Submission of bids timeframe

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

12. Execution deadline

The maximum execution deadline shall be **THREE (03) calendar months**, including the rainy season and other vagaries, with effect from the date of notification of the administrative order of work commencement.

13. Provisional Guarantee (Bid bond)

Each bidder must include in his administrative documents a bid bond issued by a first rate bank approved by the Ministry in charge of Finance featuring in the annex of the tender file of the sum of **124,040 (one hundred and twenty-four thousand and forty) FCFA** respectively.

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

14. Evaluation of the bids

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

- 1st step: Verification of the conformity of the administrative file;

- 2nd step: Evaluation of the technical file;
- 3rd step: Analysis of the financial file.

The criteria of evaluation are the following:

14.1-Eliminatory criteria

14.1.1- Administrative documents

- Any offer not in conformity with the prescriptions of this tender file shall be declared inadmissible. Especially the lack of the provisional guarantee;
- Absence of a document in the administrative file;
- Any company having a 2022 project, notified to commence in 2022 and which has not yet been received;
- False declaration or falsified documents.

14.1.2- Technical file

- Incomplete or non compliant documents ;
- False declaration, forged or scanned documents;
- Non existence in the technical file of the rubric « organization, methodology and planning »
- Technical assessment mark lower than 70% of "Yes".

14.1.3- Financial offer

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

Essential criteria:

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

| S/N | Designation | MARKS |
|-----|---|-------|
| 01 | General Presentation of the offer: Document spirally bound, colour sheets separation, table of content, presentation of documents in the order given in this tender file, quality of document. | 01 |
| 02 | Quality of Requested staff: Qualifications, experience of personnel affected to the project, CV, NIC and attestation of availability signed and dated. | 05 |
| 03 | Technical equipment/material affected to the project: The company should justify the property of the necessary material to the execution of works. | 01 |
| 04 | Reference of the enterprise: <ul style="list-style-type: none"> ▪ Turnover in the past two years; ▪ Experience in road/public works | 02 |
| 05 | Presence of the methodology of work execution | 04 |
| 06 | Presence of the prefinancing capacity | 01 |

The note of the technical offer will be gotten by addition of marks for every criteria. Only the technical offer having gotten an equal or superior note to 80% of YES will be kept for the financial evaluation.

15. Award of the jobbing order

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

16. Period of validity of bids

The bidders shall remain committed to their bids during a period of (ninety) 90 days from the deadline set for the submission of bids.

17. Complementary information

Complementary technical information may be obtained during working hours from Kumbo Council from the office of the Council Development Office (CDO).

Done at Kumbo on 11 AVR 2024

The LORD MAYOR KUMBO COUNCIL
(The Contracting Authority)

Copies:

- DD MINMAP BUI
- ARMP BAMENDA
- Chairperson of FCITB
- Notice Board
- File/archive



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AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° : 007/AONO/CK/CIPM/BIP-MINPROF-2024 DU 11 AVRIL 2024 POUR LA FOURNITURE ET L'INSTALLATION D'UN SYSTÈME SOLAIRE AU CENTRE DE PROMOTION DE LA FEMME ET LA FAMILLE DE KUMBO À TOBIN, DANS LE DEPARTEMENT DE BUI, REGION DU NORD-OUEST (EN PROCEDURE D'URGENCE)

1.- Objet de l'Appel d'Offres

Le Marie de la Commune de kumbo, Autorité Contractante, lance pour le compte de la republique du cameroun, un appel d'offres national ouvert en procedure d'urgence pour les travaux de Fournir le'energie solaire solaire au Centre de promotion de la femme du Kumbo a Tobin dans l'Arrondissement de Kumbo, Département de la Bui.

C'est un seul lot :

| Lot: | Nom du Projet | Montant du Projet | Montant caution provisoire | Montant d'achat du DAO : |
|------|---|----------------------|-------------------------------|--------------------------------|
| 1 | Fourniture d'énergie solaire au Centre de promotion de la femme du Kumbo a Tobin dans l'Arrondissement de Kumbo | 6,202,000CFA F | 124,040 CFA F | 15 000 CFA F |

2.- Consistance des travaux

Les prestations comprennent les opérations suivantes :

- Supply and installation of complete solar Modules (350W mono chrystal), charge controller, inverter and Battery
- Supply and installation of modules structures and battery,
- Supply and Installation of cables, system protection;
- Sundry services.

3.- Participation

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

4.- Financement

Les travaux, objet du présent Appel d'Offres, sont financés par **Budget D'investissement Public MINPROFF, Exercice 2024.**

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

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

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

Le dossier d'appel d'offres peut être obtenu aux heures ouvrables auprès de la Commune De Kumbo, (Service Technique) sur présentation d'une quittance de versement d'une somme non remboursable de 15 000 (quinze

mille) francs CFA au Trésor. Cette quittance devra identifier le payeur comme représentant l'entreprise désireuse de participer à l'Appel d'Offres.

7.- Présentation des offres

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

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

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

8.- Remise des Offres

Chaque offre rédigée en Français ou en Anglais, en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, conformes aux prescriptions du Dossier d'Appel d'Offre, devra être déposée contre un récépissé sous plis fermé, dans les salles de conférence de la Commune De Kumbo, au plus tard le **03rd May 2024 10 heures**, heure locale et devront porter la mention :

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° : 007/AONO/CK/CIPM/BIP-MINPROF-2024 DU 11 AVRIL 2024 POUR LA FOURNITURE ET L'INSTALLATION D'UN SYSTÈME SOLAIRE AU CENTRE DE PROMOTION DE LA FEMME ET LA FAMILLE DE KUMBO À TOBIN, DANS LE DEPARTEMENT DE BUL, REGION DU NORD-OUEST.

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

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

9.- Recevabilité des offres

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

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

Sous peine de rejet, les autres pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative, datant de moins de trois (03) mois et valide le jour de l'ouverture des plis.

10.- Ouverture des offres

L'ouverture des offres aura lieu en un temps le **03rd Mai 2024** à 11 heures précises dans la salle des Conférences de la Commune De Kumbo, par la Commission de Passation des marchés Compétente en présence des soumissionnaires.

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

11.- Délai de réponse des soumissionnaires

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

12.- Délai d'exécution des travaux

Le délai global d'exécution des travaux est de trois (03) mois calendaires. Ce délai comprend les périodes des pluies, toutes les intempéries et sujétions diverses et court à compter de la date de notification de l'ordre de service de commencer les travaux.

13.- Cautionnement Provisoire (Garantie de soumission)

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie, selon le modèle indiqué dans le dossier d'Appel d'Offres, par une banque de premier ordre agréée par le Ministère des Finances et dont la liste figure en annexe d'un montant égal à **124 040 (cent vingt-quatre mille quarante francs CFA)**.

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

14.- Evaluation des Offres

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

- 1^{ère} étape : Vérification de la conformité du dossier administratif de chaque soumissionnaire ;
- 2^{ème} étape : Evaluation des offres techniques ;
- 3^{ème} étape : Analyse des offres financières.

Les critères d'évaluation des offres sont les suivants :

14.1-Critères éliminatoires

14.1.1-Pièces administratives

- Toute offre non conforme aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence ou l'insuffisance de la caution provisoire de soumission.
- Absence d'une pièce administrative ;
- Toute entreprise disposant d'un projet de 2020 notifié pour débuter en 2020 et dont la réception provisoire n'a pas encore été commencée ;
- Fausse déclaration ou documents falsifiés.

14.1.2-Offres techniques

- Dossier incomplet ou pièces non conformes ;
- Fausse déclaration ou documents falsifiés ou scannés ;
- Non existence dans l'offre technique de la rubrique « organisation, méthodologie et planning » ;
- Absence d'une capacité de préfinancement.
- Toute entreprise disposant d'un projet de 2023 notifié pour débuter en 2023 et ce qui n'a pas encore le commerce ;
- De façon systématique, toute offre n'ayant pas atteint ou dépassé après évaluation technique, la barre de 70 % du OUI sera écartée et non éligible à l'analyse financière ;

14.1.3-Offres financières

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

Critères essentiels

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

| NO. | Désignation | Nombre de point |
|-----|---|-----------------|
| 1 | Présentation générale de l'offre : Reliure, Intercalaire de couleur et page de garde, Présentation de toutes les pièces dans l'ordre prescrit, Qualité du document. | 01 |
| 2 | Qualité du personnel : Qualifications, expérience du personnel affecté au projet, CV, CNI et attestation de disponibilité daté et signé. | 05 |
| 3 | Moyens techniques et matériels affectés au projet : L'entreprise devra justifier la propriété du matériel nécessaire à l'exécution des travaux. | 01 |
| 4 | Références de l'entreprise : <ul style="list-style-type: none">▪ Chiffes d'affaire des deux dernières années ;▪ Expérience dans les travaux d'installation de système à énergie solaire | 02 |
| 5 | La présence de la Méthodologie d'exécution des travaux | 04 |
| 6 | La présence de la Capacité de préfinancement | 01 |

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

15.- Attribution de la lettre commande

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

16.- Délai de validité des offres

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

17.- Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus tous les jours aux heures ouvrables auprès de la Commune De Kumbo.

11 AVR 2024

Kumbo, le

Le Maire, COMMUNE DE KUMBO

Copies:

- ARMP (for publication and archives);
- Chairperson of TB (for information);
- Notice boards (for information).



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

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GENERAL RUGULATION FOR THE INVITATION TO TENDER

A.-GENERALITIES

Article 1: Scope of the bid

- 1.1. The Contracting Authority, The Mayor for Kumbo Council hereby launches an open national invitation to tender N°:007/ONIT/KC/KCITB/PIB-MINPROF 2024 OF 11TH APRIL 2024 For The Supply and Installation of Solar System at The Kumbo Women Empowerment Center at Tobin, Bui Division North West Region
- 1.2. 1.2. The successful bidder or contractor must complete the work within the period indicated in the RFP, and which runs from the date of notification of the service order (SO) to start the work.
- 1.3. In this present invitation to tender (LPO), the term "day" refer to a calendar day.

Article 2: Funding

The above works, subject of the present invitation to tender, are financed by the 2024 Public Investment Budget of the Ministry of Women Empowerment Center.

Article 3: Fraud and corruption

3.1. The Contracting Authority requires that bidders and contractors respect strictly the rules of professional ethics during the procurement process and execution of this contract. Under this principle:

- a. The following definitions are applicable:
 - I. Is guilty of "corruption" anyone who offers, gives, solicits or accepts any benefit to influence the action of a public official in the allocation or the execution of a contract.
 - II. Is engaged in "fraudulent practices" anyone who distorts or misrepresents facts in order to influence the award or execution of a contract.
 - III. "Collusive practices" are any form of agreement between two or more bidders (with the knowledge of the contracting Authority or not) to artificially maintain prices of the offers at a level not corresponding to those that would result from the competition.
 - IV. "Coercive practices" are any form of damage to persons or their property or threats against them to influence their action in the attribution or the execution of a Contract.
- b. Shall reject any award proposal if it is proven that the proposed contractor is, directly or through an agent, convicted of corruption or engaged in fraudulent, collusive or coercive practices for the award of the said contract.

3.2. The Minister of Public Contracts, Authority in charge of public contracts may on a provisional basis, take a decision to band or suspend any bidder for a period not exceeding two (2) years, that is found guilty of influence, conflicts of interest, fraud, corruption or production of no-authentic documents in the bid submission, without prejudice to the criminal prosecution that could be engaged against him.

Article 4: Qualification of bidders

4.1. Bidders shall, as part of their bid:

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

The following information is required if applicable:

- i. The production of certified balance sheets and a recent turnover figure.
- ii. Access to a credit line or provision of other resources;
- iii. Previous jobbing orders and ongoing contracts attributed;
- iv. On-going disputes;
- v. The availability of the necessary equipment.

4.2. The bids submitted by two or more grouped entrepreneurs (co-contracting) must meet the following conditions:

a. The offer must include for each of the bidders in the co-contracting, all the information listed in section 4.1 above. The special regulation of the Call for Tender(SRCT) must specify the information to be provided by each Member of the Group;

b. The nature of the group must be specified and justified by the production of a group agreement in good and due form;

c. The Member of the Group designated to lead, shall represent all the enterprises engaged in the consortium in front of the contracting Authority for the execution of the contract;

d. In case of co-contracting, co-contractors share the amounts that are paid by the contracting authority in a single account; however, each company is paid by the contracting authority in a unique account, when it comes to a joint group.

4.3. Bidders must also submit detailed proposals to show that they conform to the technical specifications and the time frames specified in the special regulation of the Call for Tender.

4.4. Bidders requesting for a preferential margin, must provide all the information necessary to prove that they meet the eligibility criteria described in the special regulation of the Call for Tender.

4.5 The bidder must not have been excluded from bidding for public contracts.

Article 5: The site visit

5.1 Each bidder shall visit and inspect the site of the work and its surroundings and by himself, and under his own responsibility, gather all the information as may be necessary for the preparation of the bid and the performance of the work. An attestation of site visit shall be signed by the bidder. The observations of the bidder will be recorded in the site visit report annexed to the technical offer.

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

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

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

6.2 Within the meaning of this 6.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

B. TENDER FILE

Article 7: Contents of tender file

7.1. The tender file describes the works, subject of the contract, establishes the consultation procedures of the contractors and special contract conditions. In addition to the amendment(s) published in conformity to article 8 of the General regulations of the invitation to tender (RGAO), it includes the following documents:

- 1) The invitation to tender written in French and English (AAO);
- 2) General Regulation of the invitation to tender (RGAO);
- 3) Special Regulation of the invitation tender (SRIT);
- 4) Specification of the Special Administrative Clauses (CCAP);
- 5) Specifications of the special Technical Clauses (CCTP);
- 6) Unit price schedule;
- 7) Bill of Estimates and Quantities;
- 8) Format of Sub-Detail of unit prices;
- 9) Drawings and other elements of the technical file;
- 10) Model engagement letter by bidder;
- 11) Model bid submission letter;

- 12) Model bid bond;
- 13) Model performance guarantee;
- 14) Model bank guarantee for the refund of start-up advance;
- 15) Model of draft contract;
- 16) Lists of banks of 1st order approved by the Ministry in charge of finance;
- 17) Table of references of the bidder;
- 18) Table of key materials and equipment of the contractor;
- 19) Model of qualification and experience of the key personnel responsible for enforcement of the contract.

7.2. The bidder must consider all of the regulations, forms, conditions and specifications contained in the Tender File. He is invited to provide all the information requested and to prepare a compliant offer in all aspects. Any deficiency can lead to the rejection of its offer.

Article 8: Clarification made to the tender file

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

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

8.2. Between the publication notice including the phase for the pre-qualification of candidates and the opening of the bids, any bidder who is aggrieved in the public contracts award procedure may petition to the Minister in charge of Public Contracts.

8.3. The appeal must be addressed to the contracting authority with copies transmitted to the Chairperson of the Tender Board and to the organ in charge of the regulation.

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

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

Article 9: Modification of the tender file

9.1. The Contracting authority can, at any time before the deadline of depositing of bids and for any reason, whether on its own initiative or in response to a request for clarification by a bidder, modify the tender file by publishing the amendment.

9.2. Any amendment so published will be an integral part of the tender file as presented in Article 6.1 of the RGAO and will be communicated in writing to all bidders who purchased the Tender File.

9.3. To give bidders sufficient time to take account of the amendment in the preparation of their bids, the Contracting authority could extend the deadline of submission of bids, as much as necessary, the deadline for offers, in conformity with the provisions of section 19 of the RGAO.

C. PREPARATION OF BIDS

Article 10: Costs of submission

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

Article 11: Language of bid

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

Article 12: Composition of bid

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

a. Volume I: Administrative documents

It includes:

- I. All documents stating that the bidder:
 - Has complied with all declarations provided for by the laws and regulations in force;
 - Is current with his taxes, contributions, fees or levies of any kind whatsoever;
 - Is not in a State of liquidation or bankruptcy;
 - Is not caught by one of the prohibitions and disqualifications criteria provided for by the legislation in force.
- II. Bid bond(s) issued is in conformity with the provisions of article 15 of the present RGAO;
- III. A written confirmation authorizing the signatory of the bid to engage the bidder
- IV. The CCAP is duly initialed on each page and signed on the last page.
- V. Localization plan is duly signed by the authority concerned

b. Volume II: Technical File

It includes:

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

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

c. Volume 3: Financial File

It includes:

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

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

12.2. If, in conformity to the provisions of the RPAO, bidders bidding for several lots of the same invitation to tender, they can indicate the discount or rebates in case of allocation of more than one lot.

Article 13: Amount of bid

13.1. Unless otherwise indicated in the Tender File, the amount of the contract will cover all of the work described in section 1.1 of the RGAO, on the basis of the bill of quantity and cost estimates presented by the bidder.

13.2. The bidder will fill the unit and total price of all the items as well as the detail estimated quantities.

13.3. Subject to contrary provisions in the RPAO and CCAP, all the taxes and fees payable by the contractor in respect of the future contract, where otherwise, thirty (30) days before the deadline for submission of bids will be included in the bid prices and in the total amount of its offers.

13.4. If the terms of revision and/or updating of prices are provided in the contract, the date of establishment of the initial price and methods of review and/or discount price must be specified. Provided that any contract whose execution time is at most equal to one (1) year may not be the subject of price revision.

13.5. All unit prices shall be justified by sub-details established in accordance with the format proposed in section of sub detail for prices.

Article 14: Bid Currency and settlement

14.1. The amount of the contract is written entirely in CFA FRANCS. The amount of the bid, the unit price of the prices schedule and quantitative and estimated detail prices are labeled entirely in CFA FRANCS in the following manner:

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

Article 15: Validity of bids

15.1. The bids shall remain valid for Ninety (90) days. Any offer with validity less than this period will be rejected by the Delegated Contracting authority.

15.2. In exceptional circumstances, the Contracting authority may seek the consent of the bidder for an extension of the period of validity. The application and responses to be made will be in writing. The validity of the submission guaranty under article 15 of the RGAO will be similarly extended for a corresponding period. A bidder may refuse to extend the validity of the offer without losing its bid bond. A bidder who agrees for an extension will not be asked to modify its offer, or will be allowed to do so.

15.3. When there is no article in the contract for the revision of prices and the period of bid validity is extended over sixty (60) days to the date of notification of the contract award or of the service order to start work to the successful bidder, as provided in the CCAP, the effect of actualization is not taken into account for the purposes of the assessment.

Article 16: Guarantee of submission

16.1. In application of article 10 of the RGAO, the bidder will provide a bid bond of the amount specified in the OMPP, which will be an integral part of its bid.

16.2. The bid bond must be in conformity with the model presented in the Tender File.

16.3. Any bid not accompanied by an acceptable bid bond will be rejected by the tenders' board as non-compliant. The bid bond of a group must be established in the name of the agent mandated to submit the bid and each member of the grouping must be mentioned.

16.4. The bid bonds and bids of unsuccessful bidders shall be returned within a period of fifteen (15) days from the date of publication of the results.

16.5. The bid bond of the successful bidder shall only be released as soon as the latter has signed the contract and has provided the required performance guarantee.

16.6. The bid bond may be seized:

- a. If the bidder withdraws his bid during the period of validity;
- b. If the bidder selected:

- ☐ Fails to fulfill its obligation to accept the contract pursuant to the results of award of the contract, or
- ☐ Fails to provide the performance guarantee pursuant to section 30 of the RGAO.

Article 17: Form and signature of the bid

17.1. The bidder will prepare an original of the constituent documents of the bid described in section 11 of the RGAO, in a volume bearing clearly the indication "**ORIGINAL**". In addition, the bidder shall submit the number of copies required by the OMPP, bearing the indication "**COPY**". In case of discrepancy between the original and the copies, the original will be taken.

17.2. The original and all copies of the offer must be typed or written in eligible ink and will be signed by the person duly empowered to sign on behalf of the bidder. All pages of the bid including overleaf will be initialed by the person (s) mandated to sign the offer.

17.3. In the offer there shall be no amendment, deletion or overloading, unless such corrections are initialed by the signatories of the bid.

D. SUBMISSION OF BIDS

Article 18: Sealing and marking of bids

18.1. The bidder will place the original and copies of the constituent documents of the bids in two separate and sealed envelopes marked "**Original**" and "**Copy**", as the case may be. These envelopes will then be placed in an outer envelope which will also have to be sealed, but that should give no indication of the identity of the bidder.

18.2. The inner and outer envelopes

- a. Will be addressed to the Contracting authority as indicated in the OMPP;
- b. Will bear the name of the project, the number of the invitation to tender in the OMPP, and the mention "To be opened only during the bid opening session" and also specify the lots.

18.3. The inner envelopes shall bear the name and address of the bidder to enable the Contracting authority to return the offer sealed if it was submitted after the date and time limit under the provisions of article 19 of the RGAO or to satisfy the provisions of article 20 of the RGAO.

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

Article 19: Date and time limits to deposit bids

19.1. Bids must be received at the NJINIKOM Council Secretariat at the **specific date and time indicated in the Special Regulation for the Invitation to Tender**.

19.2. The Contracting Authority may at his discretion, extend the deadline fixed for the deposition of bids by publishing another date in accordance with the provisions of **section 7** of the RGAO. In this case, all the rights and obligations of the bidders and the Contracting authority previously governed by the initial date limit shall be governed by the new date limit.

Article 20: Bids out of time

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

Article 21: Modification, Substitution and withdrawal of bids

21.1. A bidder may modify, replace or withdraw his bid after submission, provided a written notification for the modification or withdrawal is received by the Contracting authority before the expiration of the period prescribed for the submission of bids. Such notification must be signed by a mandated representative. Modification or the corresponding bid to be replaced shall be attached to the written notification. The envelopes should be clearly marked depending on the situation, the mention "Withdrawal" and "Offer of replacement" or "Modification."

21.2. The notification of the modification, replacement or the withdrawal of the bid by the bidder shall be prepared, sealed, marked and sent in accordance with the provisions of section 15 of the RGAO. Withdrawal may also be notified by fax, but must in this case be confirmed by a duly signed written notice, with the date, the postmark being authentic, and must not be after the deadline set for the submission of tenders.

21.3. The bids which the bidders asked for the withdrawal pursuant to section 21.1 will be returned to them without having been opened.

21.4. Bid cannot be withdrawn within the interval between the deadline for the submission of bids and the expiration period of validity of the bid as on the bid form. The withdrawal of bid by any bidder during this interval leads to the bid bond being forfeited pursuant to the provisions of article 16.6 of the RGAO.

OPENING AND EVALUATION OF BIDS

Article 22: Opening of Bids

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

Article 23: Confidential nature of the procedure

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

23.2. Any attempt by a bidder to influence the Tender's board or the Sub-Committee for analysis in the evaluation of bids or the Contracting authority in the award decision may lead to rejection of his bid.

23.3. Notwithstanding the provisions of paragraph 19.2, between the opening of bids and the award of the contract, if a bidder wishes to enter in contact with the Contracting authority for reasons related to his bid, he must do so in writing.

Article 24: Clarification on the bids and contact with the Contracting authority

24.1. To facilitate the examination and comparison of bids, the Chairman of the Tender's board may, at his discretion, ask any bidder for clarification on the bidder's bid. The request for clarification and the response shall be in writing, but no change in the amount or the content of the submission is sought, offered or permitted, unless it is necessary to confirm the correction of arithmetic errors discovered by the Sub-Commission for analysis in the evaluation of bids.

24.2. Subject to the provisions of paragraph 1 above, bidders are not allowed to have contact with any member of the tender's board and that of the Sub-committee for analysis for issues related to their bids, between the opening of bids and the award of the contract.

Article 25: Determining the conformity of bids

25.1. The Sub-Commission for analysis shall carry out a detailed examination of the bids to determine if they are complete, if the required guarantees have been provided, if the documents were properly signed and bids are generally in good order.

25.2. The Sub-Commission shall determine if the bid is substantially responsive to the requirements of the Tender File based on its content without recourse to extrinsic evidence.

Article 26: Correction of errors

26.1. The Sub-Commission shall check the bids found substantially responsive with the requirements of the Tender File for any correction of arithmetic errors. The Sub-Commission for analysis will correct the errors in the following ways:

- a. If there is a contradiction between the unit price and the total price obtained by multiplying the price by the amount, the unit price will govern and the total price will be corrected, unless, in the opinion of the Sub-Commission for analysis, the comma of the decimal digits of the unit price is obviously poorly placed, in which case the total price indicated will prevail and the unit price will be corrected.
- b. If the total obtained by addition or subtraction of the subtotals is not correct, the subtotal as indicated will govern and total will be corrected.

- c. If there is a contradiction between the price indicated in words and figures, the amount in words will govern, unless this amount is related to an arithmetic error confirmed by the sub detail of the said price, in which case the amount in figures will prevail subject to paragraphs (a) and (b) above.
- d. If there is a contradiction between the amount in the unit price in the bill of quantities and estimates, and the unit price breakdown (sub-detail), the amount in the unit price break down shall govern.

26.2. The bid amount will be corrected by the Sub-Commission for analysis, in accordance with the procedure of correction of errors mentioned above and with the confirmation of the bidder, such amounts will be deemed to hire him.

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

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

Only offers accepted, in conformity according to the provisions of section 24 of the RGAO, will be evaluated and compared by the Sub-Commission for analysis.

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

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

F. ATTRIBUTION OF CONTRACT

Article 28: Award

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

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

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

Article 30: Notification of the award of the contract

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

Article 31: Publication of the award decision and redress

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

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

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

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

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

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

Article 32: Signature of the Contract

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

32.1. After the publication of the award decision, the draft contract subscribed by the successful bidder is transmitted to the competent tenders' board for examination and adoption.

32.2. The Contracting authorityhas a time-limit of seven (07)days from the date of reception of the approved draft contract from the competent's tenders' board and subscribed by the successful bidder to sign the contract.

32.3. The contract is notified to the contractor within five (05) days of signature.

Article 33: Guarantees

33.1. The final bond must be constituted within twenty (20) days following the notification of the contract by the Contracting authorityguaranteeing of the complete execution of the contract.

33.2. The final bond may not be less than two percent (2%) and more than five percent (5%) of the initial value of the contract. It may be replaced by a bank caution issued by a banking establishment or first rate financial institution authorized in accordance with the instruments in force.

33.3. Small and medium-sized enterprises (SME) constituted of National capital and managed by nationals may, in lieu of the final bond, provide a stator lien or a bond issued by a banking establishment or first rate financial institution authorized in accordance with the instruments in force.

33.3. The absence of the final bond within the prescribed time-frame, the Contracting authoritymay decide to cancel or terminate the contract at the fault, expense and risk of the said contractor according to the conditions provided in the General Administrative Clauses (CCAG).

PART 03
SPECIAL REGULATION FOR THE INVITATION TO
TENDER (SRIT)

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

| | Introduction |
|-----|--|
| 1. | <p>Definition of the works: The present jobbing order concerns OPEN NATIONAL INVITATION TO TENDER N°:007/ONIT/KC/KCITB/PIB-MINPROF 2024 OF 11TH APRIL 2024 FOR THE SUPPLY AND INSTALLATION OF SOLAR SYSTEM AT THE KUMBO WOMEN EMPOWERMENT CENTER AT TOBIN, BUI DIVISION NORTH WEST REGION. The description of the detailed work consistency is found in the special technical clauses which form an integral part of this jobbing order. Name and Adress of the Contracting authority: The MAYOR OF Kumbo</p> |
| 2. | <p>Execution time-frame: The maximum period of execution of works, which shall commence as from the date of notification to the Contractor of the administrative service order to start work shall be 03 (three) months.</p> |
| 3. | <p>Funding: Works concerned being subject of this invitation to tender, will be funded by the Public Investment Budget of the PIB MINPROF 2024 respectively.</p> |
| 4. | <p>List of prequalified candidates : Not necessary</p> |
| 5. | <p>Preference is given here to local materials, supplies and equipment i.e. made in Cameroon pending their conformity to technical norms.</p> |
| 6. | <p>The principal qualification of bidders is the following</p> |
| 6.1 | <p>Eliminatory criteria</p> <p>Administrative documents</p> <ul style="list-style-type: none"> • Incomplete or non compliant documents ; • Absence of a document in the administrative file; • Any company having a 2020 project, notified to commence in 2020 and which has not yet been received; • False declaration forged or falsified documents. <p>Technical file</p> <ul style="list-style-type: none"> • Incomplete or non compliant documents ; • False declaration, forged or scanned documents; • Non existence in the technical file of the rubric "organization, methodology and planning; • Any company having a 2022 project, notified to commence in 2022 and which has not yet been received; • Technical assessment mark lower than 80% of "Yes". <p>Financial offer</p> <ul style="list-style-type: none"> • Incomplete financial offer; • Non compliant documents; • Omission of quantified unit price in the financial offer; • Absence of a break down unit price. • Modification of the model break down unit price. |

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|---|--|-------------------------|----|-------------------------------|----|---|----|--------------------------------|----|--|----|--|----|
| 6.2 | <p>Essential criteria: The technical offer of the bidder shall be assessed along the following lines</p> <table border="0"> <tr><td>a. General presentation</td><td>01</td></tr> <tr><td>b. Quality of Requested staff</td><td>05</td></tr> <tr><td>c. Technical and material affected to the project</td><td>01</td></tr> <tr><td>d. Reference of the enterprise</td><td>02</td></tr> <tr><td>e. Presence of the methodology of work execution</td><td>04</td></tr> <tr><td>f. Presence of the prefinancial capacity</td><td>01</td></tr> </table> | a. General presentation | 01 | b. Quality of Requested staff | 05 | c. Technical and material affected to the project | 01 | d. Reference of the enterprise | 02 | e. Presence of the methodology of work execution | 04 | f. Presence of the prefinancial capacity | 01 |
| a. General presentation | 01 | | | | | | | | | | | | |
| b. Quality of Requested staff | 05 | | | | | | | | | | | | |
| c. Technical and material affected to the project | 01 | | | | | | | | | | | | |
| d. Reference of the enterprise | 02 | | | | | | | | | | | | |
| e. Presence of the methodology of work execution | 04 | | | | | | | | | | | | |
| f. Presence of the prefinancial capacity | 01 | | | | | | | | | | | | |
| 7. | <p>Site visit and preparatory meetings: Each bidder shall visit and inspect the site of the work and its surroundings and by himself, and under his own responsibility, gather all the information as may be necessary for the preparation of the offer and the performance of the work. An attestation of site visit shall be signed by the bidder. The observations of the bidder will be recorded in the site visit report annexed to the technical offer.</p> | | | | | | | | | | | | |
| 8. | <p>Bid language : French and /or English</p> | | | | | | | | | | | | |
| 9. | <p>The bidder's bid will include documents detailed in the OMPP, duly completed and grouped in three volumes:</p> <p><i>(A) file of Administrative documents (in envelope A)</i></p> <p>It shall consist of the following documents stapled or place in the following order of enumeration.</p> <ol style="list-style-type: none"> Undertaking by bidder stamped, signed and dated in conformity with the model attached Attestation of non-bankruptcy dating less than 3 months, issued by the Court of competent jurisdiction of the place of residence of the bidder. Attestation of domiciliation of Bank account of the bidder issued by a bank or any other first-order credit institution approved by the Ministry in charge of finance. Bank guarantee (of the same bank) on the list of banking institutions of the first order approved by the Ministry in charge of finance, for an amount in francs CFA of 124,040FCFA. Treasury Receipt of purchase of the Tender File, as stipulated in the tender notice. Attestation of C.N.P.S, valid and for the tender concerned. A non-exclusion certificate attesting that the bidder is not the subject of a temporary or permanent exclusion from public contracts, dated at most 3 months and issued by ARMP An attestation of the bidder's fiscal obligations signed by the competent Taxation authority dated at most 3 months. An attestation of non-indebtedness signed by the Director or the head of the tax centre. Attestation of taxpayer card valid, dated at most 3 months. A certificate of fiscal of conformity valid, dated at most 3 months Attestation of site visit signed by the H/M or his representative (the bidder must under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals (consistency of work and execution plans)). Power of attorney signed by the legal Manager/Director/Director General of the Enterprise or legalized articles of Association. The group agreement if necessary. Plan and attestation of localization signed by the taxation authorities. CCAP completed and initialed on all the pages. <p>In case of grouping each Member must submit complete administrative documents, the documents 3, 4, and 5) below can only be presented by the representative of the group.</p> | | | | | | | | | | | | |

(B) Technical file (in the B envelope)

1. List of key site personnel

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

i. A works director who should be a Renewable Energy, Electrical or Rural Engineer with **at least 5 years' experience in the domain of Renewable Energy, Electrical engineering and similar works.**

ii. A foreman (or several if necessary) with at least the level of Renewable Energy /Electrical/ Rural engineering Technicien (A/L in Renewable Energy engineering) with **at least 5 years' experience in the domain of solar energy installation, electrical works, civil construction and similar works.**

iii. And team leaders

A-Building, GCE O/L Technical in Building construction or its equivalent (CAP Maçonnerie) with **at least 5 years' experience in the domain of civil construction and similar works.**

B- Electricity works, GCE O/L Technical in electricity works or its equivalent (CAP électricité) with **at least 5 years' experience in the domain of electricity and similar works.**

2. List of performant equipment

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

I. Legalized Registration document (pickup truck or van, manual compactor, vibrator and concrete mixer etc.).

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

3. References

Experience of the company, in similar works in the last two (05) years (2019-2023). The bidder must justify its professional experience by presenting certified true copies of jobbing orders (front and last pages) and minutes of provisional acceptance (2022 projects) or final reception (for 2021 projects) and related contracts, and jobbing orders).

Technical notes on the methodology and the execution of works with photographs of site.

The bidder will produce a technical note dated and signed on the last page providing all the following informations:

- i. The mode of execution of the works,
- ii The planning of intervention, the expected output
- iii. Supply of materials/ site equipment,
- iv. Measures of safety and protection of the environment;
- v. Administrative and technical organization of the enterprise.
- vi. Measures of maintenance during the guarantee period.

5. Self-financing capacity

Self-financing capacity:

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

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

(c) Financial documents (in Envelope-C)

It shall contain:

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

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

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| | Bid currency and settlement |
| 1. | The value of the contract shall be in national currency (FCFA). The amount of the bid, the unit prices, the Bill of quantities and sub detailed of unit prices shall be entirely in CFA FRANCS in the following manner: |
| 2. | Prices will be entirely settled in CFA FRANCS. Any bidder, who wants to engage expenditures in other currencies for the execution of the work, will indicate in an annex to his submission, the percentage of the amount of the offer required to cover the needs in foreign currencies, without exceeding a maximum of three currencies of Member countries of the institution financing the contract. |
| 3. | The exchange rates used by the bidder to convert its offer in national currency will be the rate of the day of the deposition of the bids. This exchange rate will be applied for any payment in respect of the contract, so that no foreign exchange rate risk is supported by the successful bidder. |
| | The contract prices are firm and non-revisable. |
| | Preparation and submission of bids |
| 1. | The bidders shall remain committed to their bids during a period of (ninety) 90 days from the deadline set for the submission. |
| 2. | Provisional Guarantee (Bid bond): 800000 (Eight hundred and forty thousand) FCFA respectively. |
| 3. | The bids are for the execution period of 03 months. The evaluation method is specified below and in the General Administrative clauses. |
| | Submission of bids Each offer or bid drafted in English or French in seven (07) copies including the original and six (06) copies marked as such in accordance with the prescriptions of the tender file should be submitted against a treasury receipt at the Kumbo Council not later than 03/05/2023 at 10 a.m local time and should carry the inscription: OPEN NATIONAL INVITATION TO TENDER N°:007/ONIT/KC/KCITB/PIB-MINPROF 2024 OF 11TH APRIL 2024 FOR THE SUPPLY AND INSTALLATION OF SOLAR SYSTEM AT THE KUMBO WOMEN EMPOWERMENT CENTER AT TOBIN, BUI DIVISION NORTH WEST REGION «To be opened only during the bid opening session » |

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| | <p>Opening of the bids</p> <p>The opening of the bids will be in one (1) stage. The opening of Administrative, technical and financial documents shall take place on the 08/05/2023 in the Kumbo Council by the competent tenders' board.</p> <p>Only bidders or their duly mandated representatives with a perfect knowledge of their offer shall attend this opening session.</p> <p>Representatives of bidders will have to sign a form stating their presence at the opening of tenders.</p> |
| | <p>Clarification on the bids</p> <p>To better understand the bids, the Divisional tender's board has flexibility to seek for clarification from the bidders. The request for clarification and the response will be done in writing. No change of the offer price will be requested, proposed or authorized.</p> |
| | <p>Examination of bids</p> <p>The tenders' board shall examine the bids to determine if they are complete, if the required guarantees have been provided, if the documents were produced following the Tender File requirements, whether they contain calculation errors and if the bids are generally in good order. Any calculation errors will be corrected on the following bases:</p> <ul style="list-style-type: none"> - If there is a calculation error, the total price will be corrected on the basis of the unit price. - If there is a contradiction between the price in words and the price in figures, the price in word will govern. - If there is a contradiction between the amount in the unit price in the bill of quantities and estimates, and the unit price breakdown (sub-detail), the amount in the unit price break down shall govern. |
| | <p>Evaluation and comparison of bids</p> <p>The technical subcommittee shall evaluate and compare the bids which were previously found substantially responsive to the conditions of the present invitation to tender. This evaluation will exclude and will not take into consideration any price variation clauses included in the submission.</p> <p>The evaluation of the bids shall be done in three (03) steps:</p> <ul style="list-style-type: none"> ➤ 1st step: Verification of the conformity of the administrative file; ➤ 2nd step: Evaluation of the technical file; ➤ 3rd step: Evaluation of the financial file. |

Verification of the conformity of the administrative file;

Administrative documents

Eliminatory criteria will focus on the following aspects:

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

Technical evaluation

Eliminatory criteria will focus on the following aspects:

- Incomplete or non compliant technical documents ;
- False declaration; forged or scanned documents;
- Non existence in the technical file of the rubric "organization, methodology and planning;
- Any company having a 2022 project, notified to commence in 2022 and which has not yet commenced;
- Technical assessment mark lower than 80% of "Yes

Essential criteria

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

a) The company's references:

Experience of the company, in similar works in the last five (07) years (2018-2023). The bidder must justify its professional experience by presenting certified true copies of jobbing orders (front and last pages) and minutes of provisional acceptance (2023 projects) or final reception (for 2023 projects) and related contracts, and jobbing orders).

(b) Essential equipment

Essential equipment that the contractor should make available for the contract (registration documents, purchase receipt) shall be the following: 4 x 4 pickup vehicle or van for the transportation of personnel and other materials, concrete mixer, manual compactor and a Vibrator.

C.The qualification of site personnel:

A Works Director having the qualification and experience of at least five years in similar works and volume and occupying the same position to be assigned for (attached certified copy of certificate of at least a Renewable Energy, Electrical or a Rural Works Engineer or its equivalents, CV, presentation of original and attestation of availability signed by candidate.

A site Foreman with the qualification and experience of at least five (5) years in similar works and volume and occupying the same position (attached a certified copy of certificate at least a Renewable Energy /Electrical or Rural Engineering technicians or equivalents in Renewable Energy/Electrical or Rural Engineering, CV, presentation of original and attestation of availability sign by candidate).Bacc F3 or Advanced Level in Electrical engineering can also be considered.

And team leaders or builders.

(d) The methodology of intervention and execution of work:

The company will produce a technical note dated and signed on the last page providing information about:

- i. The mode of execution of the works.
- ii. The planning of intervention, the expected output.
- iii. The supply of materials or site equipment.
- iv. Measures of safety and protection of the environment.
- v. Administrative and technical organization of the enterprise.
- vi. Measures of maintenance during the guarantee period

E.The self-financing capacity:

An attestation of financial credibility issued by the same Bank as for the bid bond

(access to a credit or of other financial facilities to ensure the gross margin of self-financing necessary for the duration of the contract.) The available amount must be at least equal to 25% of the value of the works of the contract.

OTHER CRITERIA

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

Evaluation Grid

(a)References of the company in Renewable energy/electrical/ civil construction or similar works for the past three years:

- Minimum two (02) contracts registered (1st and last page).....Yes/no.
- Minimum two (02) reception PVs corresponding to the attached contractsYes/no.

(b) Equipment

- Proof of a concrete mixer in good operating conditionYes/no.
- Proof of Hand tools.....Yes/no.
- Proof of manual compactor/vibrator in good operating conditionYes/no.
- Proof of a vehicle (Pick up 4 x 4 or truck)Yes/no.

c. Qualification of site personnel

- Organizational Chart of the enterpriseYes/no.
- Organizational Chart of site with commentsYes/no.

Works Director: Renewable energy, electrical or Rural Engineer

- Diploma of work Director certified.....Yes/no.
- Attestation of presentation of the originalYes/no.
- CV signed and dated by works Director.....Yes/no.
- Certified true copy of National Identity Card.....Yes/no.
- Attestation of availability dated and signed.....Yes/no.

Site foreman: Renewable energy/electrical or Rural Engineering technician or Bacc F4/F3/F2 (A/L in electrical, solar engineering)

- Certified copy of certificate of Foreman.....Yes/no.
- Attestation of presentation of the originalYes/no.
- CV signed and dated by site foreman.....Yes/no.
- Certified true copy of National Identity Card.....Yes/no.
- Attestation of availability dated and signed.....Yes/no.

Team leader solar energy installations, electrical works and building works: Renewable energy/electrical or Rural Engineering technician or Bacc F4/F3/F2(A/L in civil, solar, electrical engineering)

- Certified copy of certificate of Foreman.....Yes/no.
- Attestation of presentation of the originalYes/no.
- CV signed and dated by site foreman.....Yes/no.
- Certified true copy of National Identity Card.....Yes/no.
- Attestation of availability dated and signed.....Yes/no.

d. The methodology of intervention and execution of work

- Attestation of site Visit.....Yes/no.
- Site Visit reportYes/no.
- Detailed technical note on the organization and execution of works.....Yes/no.
- Planning of execution of works.....Yes/no.
- Coherence in the planning of execution of worksYes/no.
- Respect of the duration of work.....Yes/no.
- Description of safety measures at the building site.....Yes/no.
- Description of the socio - environment measures for the site protection.....Yes/no.
- Coherence in the execution of worksYes/no.
- Coherence in the organization of the site.....Yes/no.
- Technical proposalYes/no.
- Measures of maintenance during the guarantee period.....Yes/no.
- CCTP dully initialed on each page, signed and dated on the last page.....Yes/no.

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

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| | <p>Financial evaluation</p> <p>The financial evaluation shall be based on the corrected amount of the bid. It shall consist of the analysis of the coherence of prices as well as the amounts of the totals.</p> <p>Only bids accepted, in conformity according to the provisions of section 25 of the RGAO, will be evaluated and compared by the Sub-Commission for analysis.</p> <p>By evaluating the bids, Sub-Commission for analysis will determine for each bid the evaluated amount by correcting the amount as follows:</p> <ul style="list-style-type: none"> - By correcting any possible error in accordance with the provisions of article 26 of the RGAO. - Excluding provisional sums and, the provisions if any, for contingencies in the detail bill of quantities and summary, but by adding the amount of day work, when they are competitively priced as specified in the OMPP. |
| | <p>Award of contract</p> <p>Subject to the clause of article 6 of the present OMPP, the Contracting authority will award the contract to the bidder whose bid has been recognized substantially responsive to the requirement of the Tender File and has submitted the lowest feasible evaluated bid price.</p> <p>A 10% retention guarantee of the amount of the contract all taxes inclusive will be retained. This retention guarantee may be replaced by a bank caution equal to the amount issued by a first rate bank approved by the Ministry in charge of Finance featuring in the annex.</p> |
| | <p>Site Visit: A site visit is recommended to participating companies in this Tender File</p> |
| | <p>Performance guarantee: Within fifteen (15) days from the date of notification of the contract, the contractor must provide a guarantee of three percent (3%) of the amount of the contract (all taxes inclusive), to ensure full implementation</p> |

COMMENCEMENT OF WORK:

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

- ❖ The Authorizing Officer or his representative, THE LORD MAYOR KUMBO COUNCIL;
- ❖ The Contract Engineer, Divisional Delegate for MINEE Bui or his representative;
- ❖ The Council Development Officer (CDO)
- ❖ The Divisional Delegate of MINEPAT for Bui or his representative;
- ❖ The Representative of the Beneficiary Community

PART 04
SPECIAL ADMINISTRATIVE CLAUSES (C.C.A.P)

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CHAPTER I: GENERALITIES

ARTICLE 1: Subject of the Jobbing order

The jobbing order has as subject for The Supply and Installation of Solar System at the Kumbo Women Empowerment Center at Tobin.

ARTICLE 2: Procedure of the award of the jobbing order

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

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

1.1. General definitions (cf. Code)

- ✓ The Contracting Authority shall be the Mayor Kumbo Council; in this respect he preserves the original documents relating to the Jobbing Order and transmits copies to the Public Contract Regulatory Agency.
- ✓ The **CONTRACT ENGINEER** shall be the **Divisional Delegate of Water Resources and Energy for Bui**
- ✓ In this capacity, he shall follow up the execution of the said project He shall take care of the regular follow-up of work at the site.
- ✓ The **Project Manager** shall be the **COUNCIL DEVELOPMENT OFFICER FOR KUMBO COUNCIL (CDO)**, charged with the daily **MONITORING AND EVALUATION** project and report to the Contracting Authority and other related services
- ✓ **The Contractor shall be [to be specified].**

3.1 Security

This Contract may be used security subject to any form of transfer of the debt.
In this case:

- The authority in charge of ordering payment shall be **The Mayor of Kumbo 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 Kumbo Municipal treasurer Kumbo Council.*
- The official competent to furnish information within the context of execution of this Contract shall be *the Lord Mayor of Kumbo Council.*

1- ARTICLE 4: Language, law, and regulation

4.1. The language used during the submission is either English or French,

4.2. The laws and regulations are the laws and regulations in force in Cameroon;

4.3. The Contractor undertakes to observe laws, regulations, and order in force in the Republic of Cameroon, and as well in its own organization in the implementation of the contract.

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

ARTICLE 5: Constituent Parts of the Jobbing order (CCAG article 4).

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

- The letter of undertaking;
- The letter of submission corrected eventually;
- The special administrative Clauses (CCAP);
- The special Technical Clauses (CCTP);
- The unit price schedule;
- The bill of estimates and quantities;
- The unit price breaks down;
- The duly approved work plans;
- The Planning of the work (the work schedule).
- The bids of the contractor;
- The tender file;

ARTICLE 6: General applicable texts

This Contract is subject to the following General texts of law

The special General Administrative Clauses (CCLS);

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

The texts governing the trade;

Decree n° 2018/366 of 20 June 2018 to institute the Public Contracts Code

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

Decree n° 2003/65/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;

Order N°093/CAB/PM of 5 November 2002 to fix the amount of the bid bond and the Purchase fees for tender files;

Order N°22/CAB/PM of 02 February 2011 to lay down conditions for the recruitment of individual consultants;

Order N°23/CAB/PM of 02 February 2011 to lay down conditions for the implementation of request for quotation;

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

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

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

Decree N°2012/075 of 08 march 2012 to organize the Ministry of Public Contracts;

Decree N°2012/076 of 08 march 2012 to amend and supplement certain provisions of decree N°2001/048 of 23 February 2001 relating to the creation, organization and functioning of the Public Contracts Regulatory Agency(ARMP);

Circular N°001/CAB/PR of 19 June 2012 on the award, the control of execution of public contracts;

The circular N° 00000026/C/MINFI of 29th December 2023 on instructions relating to the execution of the finance law, the monitoring and execution of the State Budget, Administrative, Public Establishment, Regional and local Authorities for the 2024 financial Year;

Unified Technical Documents (DTU) for building works;

The Norms in force in the Republic of Cameroon;

Other texts specific to contracting fields.

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

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

a) In the case where the contractor is the addressee: Sir/Madam.....

Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the province in which the work was done;

b) In the case where the Project Owner is the addressee:

Sir/Madam _____ [to be specified] with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.

c) In the case where the Contracting Authority is:

Sir/Madam [to be specified] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable

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

ARTICLE 8: Service Order (CCAG article 8).

8.1. The different service orders will be established and notified. The administrative service order to start work will be signed by the Contracting authority and notified to the contractor by the project owner with copies to the Delegated Contracting Authority, the Contract Manager, and the Contract Engineer.

8.2. On the proposal of the project owner, service orders having an incidence on the subject, the amount or delay in the execution of the contract will be signed by the Contracting authority and notified by the project owner to the contractor with copies to the contract manager and the contract engineer.

8.3. Technical service orders on technical issues concerning the execution of the contract will be signed by the contract manager and notified to the contractor by the contract engineer with copies to the Delegated Contracting Authority.

8.4. Service orders on warning notices will be signed by the project owner and notified by his services to the contractor with copies to the Contracting authority and the Contract Engineer.

8.5. Service orders on suspension and restart of works because of unforeseen circumstances will be signed by the Contracting authority and notified by his services to the contractor with copies to the Contract Manager and the Contract Engineer.

8.6. Service orders concerning remedial actions during the guarantee period will be signed by the Contract Manager on the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.

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

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

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

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

Within fifteen (15) days following the notification of the administrative service order to commence works, the contractor should obligatorily designate on the approval of the contract engineer the works director, the works foreman endowed with powers of representation and decision to manage the site. Any modification of the technical bid can only take place after a written approval to the contract engineer. In case of any modification, the contractor shall replace any personnel with one having the same qualification, experience and competence or with appropriate performant equipment.

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

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

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

9.3. Any one sided decision to effect change of personnel of the technical bid before and during the

execution of the contract constitute a justified reason for the cancellation or termination of the contract.

CHAPTER II: FINANCIAL PROVISIONS

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

10.1. The performance bond:

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

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

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

10.2. The retention guarantees:

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

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

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

10.3. The start of advance guarantee:

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

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

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

ARTICLE 11: The Amount of the Contract (CCAG articles 18 and 19).

The amount of the contract is calculated using conditions stipulated in article 19 of the General Administrative Clauses (CCAG),

***mindful of the dispositions of circular No.001/CE/MINF/CAB of 9 January 2012 precisising the modalities of applying the dispositions of articles 128(6) and (17) of the general tax code exempting Solar energy equipment from paying VAT*

ARTICLE 12: Payment Modalities

The contractor may obtain periodic payments on account. This periodic payment may be spread out during the term of the contract in several periodic installments. The contractor shall be bound to submit to the project owner, before the sixth day of each month, a detailed account, accompanied by a

justificatory calculations and job cost sheet establishing the total amount spent at the end of the period under consideration, sums he may be entitled approved by the contract engineer and the contracting authority. The bills must correspond to the amount of work done, obtained from the amount of work actually executed under the conditions of the contract and the unit price, as contained in the schedule of unit price, quantity and estimated specifications and the unit price Sub-Details and the amount of deductions.

The payment of an account to the contractor shall be determined from the corresponding provisional detailed account established simultaneously, from which is deducted the amount of the balance due. Payments on account are not considered to be the final payment. The contractor is debited with such payments until the final settlement of the contract.

Works executed by the contractor and entered into the job cost sheet give entitlement to payment on account.

At the end of the work, a final account of the work is established.

ARTICLE 13: Mode of Payment

The payment of an account to the contractor shall be effected in accordance with the conditions specified in this contract and made base on justifying documentation required to credit of account:

1. Open: _____ agency;
2. Account number: _____

ARTICLE 14: Price variation

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

ARTICLE 15: Price revision

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

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

Not required or necessary.

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

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

ARTICLE 18: Valorisation of supplies (CCAG article 24)

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

ARTICLE 19: Advances (CCAG article 28)

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

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

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

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

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

Works assessment: Before the 30th of each month, the contractor and the control engineer shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment.

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

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

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

- [100-1.1 and/or - (7.5 or 15%)] paid directly into the account of the contractor;
- 1.1 % paid to the public treasury as AIR due by the contractor.
- 7.5% or 15% paid into the public treasury as TSR due by the contractor.

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

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

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

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

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

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

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

ARTICLE 22: Penalties (CCAG article 32)

A. Penalties for lateness.

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

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

- a. One two thousandth (1/2000th) of the amount ATI of the contract per calendar day overrun from the first to the thirtieth (30) day beyond the contractual time-limit provided for in the contract;
- (b). One thousandth (1/1000th) of the amount ATI of the contract, per calendar day overrun beyond the thirtieth day;
- (c). The cumulative amount of penalties is limited to ten per cent (10%) of the amount ATI of the contract under pain of termination.

B. Specific penalties.

23.1 Apart from penalties of over run of the contractual deadlines, the contractor is liable to the following special penalties for the non-respect of the provisions of the contract. notably:

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

ARTICLE 23: Final detailed account (CCAG article 34)

23.1 After completion of the works, and within fifteen (15) days after the provisional acceptance, the contractor shall draw up the draft final detailed account from the joint sheets to which he may be entitled as a result of the integral execution of the contract.

23.2 The Contract Engineer has twenty (20) days to notify the corrected final detailed account.

23.3 The Contractor must within ten (10) days following the date of this notification, send back the final detailed account with his signature, with or without reservations, or make known the reasons for which he refuses to sign it.

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

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

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

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

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

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

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

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

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

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

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

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

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

All taxes inclusive prices mean VAT included.

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

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

CHAPTER III: EXECUTION OF WORKS

ARTICLE 27: Work consistency

The works include the following:

- Supply and installation of complete solar Modules (350W mono chrystal), charge controller, inverter and Battery
- Supply and installation of modules structures and battery,
- Supply and Installation of cables, system protection;

ARTICLE 28: The obligations of the Project owner

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

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

ARTICLE 29: Execution Time Frame (CCAG article 38)

29.1 The execution time frame for the execution of this contract shall be two (02) months. This shall include the completion of the works provided incumbent on the contractor, the folding up of installations and restoring the sites and lands.

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

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

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

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

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

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

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

The contractor shall constantly keep a general and updated detailed schedule of the progress of the works and make available four (4) copies to the contract engineer at the beginning of each month.

To this end, the contractor shall take all measures and provide all necessary means, determine, choose and purchase all materials, equipment and supplies and hire any specialized staff if necessary.

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

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

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

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

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

Civil liability insurance and all construction risk.

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

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

Comprehensive insurance coverage

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

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

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

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

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

- General site installation;
- Company localization plan;
- Execution plans, drawings, calculations, detailed studies, quality control plan and work planning.
- Exhaustive list of personnel with their certified true copies of their diplomas
- Bill of estimate and quantities;
- Detailed list of materials and equipment available on the site;
- Detailed execution planning updated forecasts on the work progress in view of comparing the actual progress to the forecasts;
- The annexes files if the contractor deems it necessary.
- The site sign board

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

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

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

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

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

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

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

34.1 The sign boards:

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

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

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

34.2 The site installation plan:

The site installation plan shall be done considering the following:

- Particular access roads;
- Vegetation to be protected;
- Temporal fence of the site;

34.2 The fencing of the construction site:

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

34.3 The building site installation:

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

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

34.4 The site logbook:

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

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

The following informations are recorded in it:

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

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

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

34.5 The site meetings:

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

34.6 Sub-contracting:

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

34.6 Site laboratory:

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

34.7 Security Measures:

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

The contractor shall be responsible for all the consequences directly or indirectly of deficiency of signaling during the work.

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

CHAPTER IV: ACCEPTANCE OF WORKS

ARTICLE 35: Provisional acceptance (CCAG article 67)

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

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

- The project owner/Contracting Authority or his representative..... President,
- The contract engineer..... Secretary,

- The Contract Manager.....Member
- The director of Kumbo women empowerment center Member
- The contractor or his representative..... Member.

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

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

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

ARTICLE 36: Documents to be submitted after execution i.e plan de recollement. (CCAG article 68)

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

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

ARTICLE 37: The guarantee period (CCAG article 70)

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

ARTICLE 38: Final acceptance (CCAG article 72)

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

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

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

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

CHAPTER V: MISCELLANEOUS PROVISIONS

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

The contract may be terminated as provided for in Article 180 of the Decree 2018/366 of 20/06/2018 of the Public Contracts code and equally under conditions stipulated in articles 74, 75 and 76 of the CCAG, notably:

- Delay for more than fifteen (15) calendar days in the execution of a Service order or unjustified stoppage of work for more than seven (7) calendar days;
- Delay in the execution of work resulting to penalties above 10% of the amount of the contract;
- Default of the contractor;
- Refusal to repeat poorly executed works;
- Persistent non respect of payments on account.

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

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

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

- Rains : 200 millimetres in 24 hours ;

- Winds: 40 metres per second;
- Floods: frequent floods.

ARTICLE 41: Disagreements and disputes (CCAG article 75)

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

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

ARTICLE 42: Production and dissemination of this present contract.

Ten (10) copies of this present contract shall be produced and multiplied at the expense of the contractor.

ARTICLE 43 and last: Entry into Force of the Jobbing order

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

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

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Article 1 : Goal of the STC

This present STC helps to inform the bidder on the nature of the work to be done, the consistency, the size and the technical specifications to be observed. It is however not limited and the bidder has to execute as per the prices without exception nor reserves all the works contained in this tender file with all professionalism using cutting edge techniques. The diagrams and plans contained in this document are simple snoptic for ease understanding of the project.

Article 2 : Duties of the contractor

The fact that the contractor has to execute the job without modifying the technical prescription done by the engineer doesn't attenuate in any way his full and total responsibilities. However, a site visit will help to have a better visibility of the project to be done.

In the case of insufficiencies or errors, the contractor has to refer to the engineer in good time such that he will have enough time to submit the corrections. He the engineer remains responsible for the errors and have the singular ability to bring about the modifications or observation of this clause.

The contractor will be responsible for every destruction or accidents committed by his personnel in the cause of the works.

Article 3 : Nature of work

The nature of work described in this tender file is for The Supply of Solar Energy in Lip Integrated Health Centre in Lip Village in Mbven Sub Division, Bui Division.:

Article 4 : Normes and regulation texts

4.1- Normes and general texts

The consistency of the works is subject to prescriptions, laws, decrees, arretes, and standards, norms and publications in force in Cameroon and in relation to the management of the electricity sector and or the labour code. By default of these texts, the following recommendations from comité électrotechnique international (CEI) will apply:

- European norms CEN-CENELEC (EN) ;
- French norms AFNOR ;
- UTE norms – class C relating to electrical installation (NF C 10-100 ; NF C 10-101 ; NF C 10-200 ; NF C 13.100 ; NF C 14.100 ; NF C 15.100) and supplementaries ;
- les Documents techniques unifiés (DTU).

4.2- Normes and texts relating to the installation of solar photovoltaic

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

- UTE C 57-300: descriptive parameters for a photovoltaic system;
- UTE C 57-310: direct transformation from solar energy to electrical energy;
- NF EN 61727: photovoltaic system(PV) – Characteristics and grid connected interface;
- NF EN 61173: High voltage protection in solar photovoltaic systems and energy protection.
- CEI 61724 : surveillance of quality functioning of the solar photovoltaic system– Recommandations pour la mesure, le transfert et l'analyse des données
- NF EN 60904-3 (C57-323) photovoltaic Dispositive – Part: Measuring the photovoltaic characteristics Current-voltage - Part 3: Principle of measuring the

solar photovoltaic dispositive (PV) to be used on the ground including spectral lighting which is reference.

- NF EN 61215 Silicon monocrystalline or polychrystalline photovoltaic modules (PV) : Qualification of the conception and homologation.
- NF EN 61730-1 (C 57-111-1) Qualification for the certainty of functioning of Part 1 photovoltaic modules: Demands for the construction.
- NF EN 61730-2 (C 57-111-2) Qualification for the certainty of functioning of Part 3 photovoltaic modules: Demands for Testing.

4.3- Normes and text relating to the installation of street light.

Solar streetlighting which is the subject of this tender file must be in conformity to prescriptions, laws, decrees, arretes, standards, norms and publications inforce in Cameroon, and relating to the installation of streetlighting. By default, of these texts, the following recommendations will apply:

- NF EN 60598 on the safety of luminaries;
- UTE C 17-205 applicable to the characteristics of streetlighting installations;
- NF C 17-200 Relating to installations destined for public streetlighting;
- NF C 17-202 applicable to illumination installations and lighting purposes;
- NF EN 13201 concerning public lighting parts 1, 2, 3 and 4.
- NF EN 40 concerning poles of public lighting.

4.4- Other textes

The fact that all the regulations have not been mentioned requires the contractor to conform to them. The contractor after signing the contract takes the responsibility to conceive and execute the project. He is called upon to submit his remarks on the design of this document before signing the contract. In case in the course of the execution of this project, new regulations are inforced, the contractor has to inform the engineer by writing specifying the the modalities of applying the new regulations and their incidence in course.

Article 5 : Quality and source of material

All the material, appliances and diverse accessories to be used for this installation of this project must be new and of first quality.

The bidder has to furnish alongside his offer and the state of the material, a descriptive list of his suppliers and documents justifying the supply or an eventual partnership. In the course of the works, replacements of material will not be possible without autorisation from the engineer.

Article 6: Site Organisations – duration – penalties

All necessary measures for the execution of this present project must be respected. (Supply and tempopral connection, time management etc.). the contractor must ensure the supply of the material in good time and the necessary suppliers for a consistent work evolution. No material delivery will be used as an excuse for lateness on the prescribed schedule.

Article 7: Modifications of works during execution

No change in the project shall be accepted in the course of the works without autorisation of the project owner.

Article 8: Site visit meetings

Prior to the start of th works, a site visite will be organised to peck the site in the presence of the contractor. Once convened for a meeting at th site by the project owner or his representative, the contractor must take part in this meetings.

Article 9: Hygiene, safety and conditions of work

9.1- General safety measures

All regulatory dispositions concerning hygiene and safety at work for workers must be respected by the contractor or by his sub contractor. In addition, it is also imperative to respect the dispositions of article 10 of this present STC.

9.2- Specific measures for safety

In order to reduce the risk incurred in the course of working, the following safety measures subject to this tender file must be put in place:

- Lifting works: the use of individual protective equipments (helmet, overalls, gloves, safety shoes...); the use of appropriate lifting devices; the use of homologated tools and appliances for external use (tools, portable electrical tools, extension cords, mobile lamps, generator etc.);
- Electrical works: the use of individual protective equipments; the use of collective safety material (protective bands, etc.); the respect of the right procedure in the installation;
- Working at heights: the use of appropriate temporal or permanent material (mobile ladders, scaffold, crinoline ladder,...); the use of individual protective equipment (helmet,...); signaling and limiting areas of work from risk zones of falling objects (barriers, bands, sign board...).

Article 10 : Number and qualification of staff

The competing bidders for awards subject to this tender, out of training personnel, as stipulated in table 2 of the particular regulations of the offer, a team of operators with at least 8 persons. They should show prove of relative experience in similar works like installations of the modules and frames, the putting in place of photovoltaic installations, electric wiring, working at heights, sheet metal works, wood works and masonry.

On the organisation chart furnished by the competing bidder in his technical offer of the bids should specify the function and the tasks of each staff.

Chapitre II: General Technical Specifications for the project.

Article 11 : Definition

A solar streetlight is a dispositive for public lighting that functions through the use of solar photovoltaic energy. Withing the framework of this STC, it consists of :

- Panel: made up of Cells of 72(6x12) which forms an array;
- A luminary or the head of the streetlight: its the sum up of the mechanical, optical, and electrical parts that carries one or more lamps. It permits on the one hand to distribute and control the luminous flux and on the other hand protects the lamps, the electric circuit and the mechanical dispositive from atmospheric effects
- One or photovoltaic modules ;
- One or more batteries for storage;
- A charge controller ;
- A set of control dispositive, cables and earth;
- Battery storage system;
- Panel rack.

Article 12 : The panels

The working voltage of the solar cell needs to be selected according to the controller Working voltage, and then confirm the open circuit voltage of the solar panel..

Article 13 : The luminary

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

The system should be of the LED type with a nominal power of 6,3kW (DC, 12/24V)

Article 14 : Photovoltaic modules

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

- Temperature : $10^{\circ} \text{ à } + 85^{\circ}\text{C}$
- Relative Humidity : uptill 100%
- Wind speed: weak constraints in the Center and south Regions of Cameroon.
- Precipitations : continues severe rains
- Particular conditions (tropical climate of the equatorial type, etc.)

the photovoltaic Les modules must respect the standard CEI 61215 for crystalline modules.

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

The module should have :

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

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

Article 15 : The solar Batteries

The solar batteries are sized such that it functions from 6am to 6pm with a 3 days' autonomy. It must reconstitute a constant current flow during long periods while preserving its ability to recharge. Gel batteries are of preference and must have the following characteristics:

- A high efficiency (0,9 in Ah);
- Cycle and life span: the number of charging/discharging of about 200cycles at 80% depth of discharge;
- autodischarge: a good solar battery must not have more than 3 to 5 % of monthly losses capacity at 20°C ;

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

Article 16 : Charge controller

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

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

- full charge indicators and output cut;
- An output protection (fuses).

Article 17 : Earth and lightning discharge protection

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

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

Article 18: Control of Lighting

A control mechanism for the solar plant must allow the the system to be controlled in lighting and turning off during appropriate hours by the help of usual mechanism (sensors, switches, etc.). This mechanism can eventually be intergrated into the charge controller. A dispositive to vary the power will permit us reduce the energy consumption in the middle of the night.

Article 19: Fixtures and civil works

The solar panel will be fixed on the ground through a steel rack casted heavily with reinforced concrete and with the help of flat fixture. This setup must be sized following the rules of the art to withstand the weight of the solar panels.

Article 20: Calculations

(The bidder has to present in his offer a calculation note with details and then completing the table below)

| | | | |
|---------------------|---|--|--|
| GENERAL DATA | Energy demand (Wh/j) | | |
| | Solar Irradiation (kWh/m ² /j) | | |
| | Norminal voltage (V) | | |
| | Lighting efficiency | | |
| | Efficiency of the PV generator | | |
| | Battery efficiency | | |
| | Inverter efficiency | | |
| | Charge controller efficiency | | |
| | Depth of discharge of battery | | |

| | | | |
|-------------------------------|-----------------------|--------------------------|--|
| PHOTOVOLTAIC GENERATOR | Facteur de correction | | |
| | Puissance crête (kW) | | |
| | Modules | Power | |
| | | Voltage | |
| | | Number of series modules | |
| | | Number of branches | |
| | Total power (W) | | |

| | | | |
|----------------|-----------------------|----------|--|
| BATTERY | Autonomy | | |
| | Storage capacity (Ah) | | |
| | Batteries | Capacity | |
| | | Voltage | |

| | | |
|--|----------------------------|--|
| | Number of series | |
| | Nummber of branches | |
| | Total capacity (Ah) | |

| | | |
|------------------------------|------------------------------------|--|
| CHARGE CONTROLLER | Input current (A) | |
| | Output current (A) | |
| | Current characterisites (A) | |

Article 21 : Technical Characteristics of the offer

(to be completed by the bidder)

| | | |
|--|---------------------------------|--|
| Jobbing order : Locality : Sub Division : Division : Region : Place : Number of Panels : | | |
| PHOTOVOLTAIC GENERATOR | | |
| Solar panels | Brande | |
| | Type | |
| | Power | |
| | Efficiency | |
| | Norminal voltage | |
| | Number | |
| Battery | Brande | |
| | Type | |
| | Capacity | |
| | Voltage | |
| | Nber of cycles at 80% discharge | |
| | Nber of cycles at 30% discharge | |
| | Efficiency | |
| Charge controller | Brande | |
| | Current | |
| | Voltage | |
| | Autoconsumption | |
| | Automatic disconnection | |
| | MPPT Localisation | |
| Exploitation Temperature | | |
| Protection index | | |
| Brande | | |
| Type | | |
| Power | | |

| | | |
|--|----------|--|
| Maximum power of luminous flux | | |
| Luminous efficiency | | |
| Duration of Autonomy with battery charged to maximum. | | |
| Temperature of the colour (K) | | |
| Life span of the luminary (h) | | |
| Head (form/orientation) | | |
| Commande dispositive (precise) | | |
| CYCLE OF MAINTENANCE AND GUARRANTEE | | |
| Recommended Replacement of Battery after (precise the number of years) | | |
| Recommended Remplacement of lamps after (precise the number of years) | | |
| Guarantee of solar production after de la production solaire après (precise the percentage of production guarrantee) | 2 years | |
| | 5 years | |
| | 10 years | |
| FIXATURES AND CABLE | | |
| Cable | Size | |
| | Type | |
| connector | Type | |
| INVERTER | Type | |
| | Power | |

The purpose of this description is to define the procedure of work to produce according to the approved norms and standards, in accordance with the documents constitutive of the market. The choice of the technological options for the realization of work considered has is concern only to foresee and guarantee a better functionality of the installations in the compliance with the safety requirements for the protection of the goods and the people.

It was established as an indication, to specify and supplement, the indications of the estimate and the drawn parts, notwithstanding the clauses of the contract.

Executions mode of works

General information:

For all the building work of the arteries average single-phase or three-phase tensions, switchyards MT/BT, lines BT single-phase and three-phase, of photovoltaic installation, shelter of power generating unit, environmental protection to be observed, they will have to be in conformity with the regulations, laws, decrees and decrees, standards, standards and publications in force in Cameroun and relating to the management of the sector of electricity. In the absence of such texts, will be applied, in this order:

- Recommendations of the international electro technical committee (publication CEI);
- European standards Cen-cen-cenelec (IN);
- French standards AFNOR;
- the Decree of 2 April 1991 fixing the technical conditions to which must satisfy the distributions of electric power, appeared with the Journal officiel de la République française of May 4, 1991;

Documents:

Work will be carried out according to the following parts:

- the technical offer of the tenderer (technical standard detailed of the consistency of work and plans of execution), approved and supplemented by the building Owner;
- the estimate joint;
- the book of the general administrative clauses applicable to the labour markets passed in the name of the state;
- various international standards recognized in the ISO system and being able to apply to the climatic and economic environment of Cameroun;
- local regulations of public utility of electricity, safety and environmental protection requirements applicable to Cameroun;

The documents of the contract are complementary and must be accepted like a whole. They are explained and are complementary reciprocally with an aim of defining work to be carried out. All that would be omitted by the ones, but indicated by the others and which would be necessary to the finishing of work in accordance with the intention expresses of the aforesaid documents of the contract must be carried out by contracting Administration without appreciation.

SAFETY IN THE BUILDING SITES

A particular stress will be laid on safety in the building site. Thus in addition to the insurance policy from which the Companies profit, it will be subscribed an individual insurance with civil liability for the damage of all natures caused to the thirds in order to cover the risks of accident during the realization of work. The following requirements will be required during all the duration of the work:

- The obligatory wearing of the helmets and safety shoes in the building site as well by the personnel as by the visitors provided that the latter are authorized to penetrate there;
- To have a newspaper of building site;
- To lay out in a visible way the panel of identification of the building site;
- To lay out with the entry of the building site a panel on which it will be indicated: "obligatory Wearing of helmet and safety shoe";
- To place at the disposal of the personnel a first-aid box of first need;
- To make a beaconing of the building site in red - white;
- Regulation of the entries and exit of the building site;
- Availability of the Head of Building site of the Telephone number of the local Doctor.

Before the reception of work, will be carried out to a systematic cleaning of the building site and the repairing of the places.

1 CHARACTERISTICS OF The SYSTEM TO INSTALL

| | |
|--|----------|
| - <i>total Power of the consumers</i> | 10,024 W |
| - <i>duration of exploitation day labourer</i> | 6 h/J |
| - <i>Tension of the system upstream</i> | 48 V |
| - <i>Tension of the system downstream</i> | 220 VAC |

□□ PHOTOVOLTAIC MODULES

The photovoltaic modules of type polycrystalline silicon 240 WC, will be placed under an angle which makes it possible to collect the maximum of sun possible. They will be fixed either on sides of roof or galvanized posts. The contracting one will take care not to damage the existing works.

| | |
|---------------------------------------|-------------|
| <i>Power Peak nécessaire</i> | 3582 WC |
| <i>Corrected daily consumption</i> | 15,150 Wh/J |
| <i>Choice of the module</i> | 320 W/48 V |
| <i>Total energy to produce</i> | 1,520 Wh |
| <i>A theoretical number of module</i> | 7.33 |
| <i>A number practices of module</i> | 10 |

❖ ACCUMULATORS;

The accumulators of load will have to be batteries without maintenance and adapted for a system to solar energy of characteristics 250 Ah/48 V They will be fixed in a protected stable way E.

| | |
|------------------------------|--------------|
| Capacity théorique1748 82 Ah | |
| Autonomy | 05 days |
| Real capacity | 1750 Ah/48 V |
| Choice of the accumulator | 250Ah/48V |

❖ INVERTERS AND REGULATEURS;

One will choose the use of a inverter-charger of the type Studer Inno compact 2324 of following characteristics

| | |
|-------------------------|----------|
| Tension of entrée48 VDC | |
| Output voltage | 220 VAC |
| Theoretical power | 1910 W |
| Choice of the inverter | 6 KW/48V |

| | |
|--|-----------------------|
| Power of the field solaire3600 W | |
| Theoretical intensity of the current of line between panels and junction box | 5 A (out of 10x 20 m) |
| Theoretical intensity of the current of line between junction box and inverter | 75 A (out of 2x 20 m) |
| Theoretical intensity of the current of line between batteries and inverter | 84 A (on 2x15 m) |

❖ WIRING;

The wiring of power out of copper will have to respect the standard Nf-c 15-100 AND CEI 60364-7-712, the acceptable voltage drop is $\Delta U = 2\%$.

❖ LAMPS;

The lamps of the parts or the corridors will be fluorescent compact lamps of characteristics 9W - 11W, 600 lumens. The lamps will be installed in the following parts:

- office of the head of center;
- various buildings;
- room of childbirth;
- pharmacy;
- rooms of observation;
- the principal veranda.

❖ EARTHING

The resistance of earth electrode of the installation must be lower or equal to 4 ohms. The metal masses of the new buildings (medical blocks) are connected to the ground by brazing or welding CADWELL on the level of the posts (1 post out of 2 or 3). The masses of the apparatuses and machines are directly put at the ground via drivers of protection 'EP' distributed parallel to the drivers phase 'L' and neutral 'N'.

2.Choice and quantification of the components

| N | Components | Specification |
|---|---|---------------|
| 1 | Solar panels | 320 W |
| 2 | Solar batteries | 250 Ah |
| 3 | solar Inverter-charger (with strong output) | 6 KW |

PART 06

UNIT PRICE LIST

| UNIT PRICE SCHEDULE FOR SUPPLY AND INSTALLATION OF SOLAR SYSTEM AT THE KUMBO WOMEN EMPOWERMENT CENTER AT TOBIN, KUMBO CENTRAL SUB DIVISION, BUI DIVISION NORTH WEST REGION | | | | |
|--|---|------|------------|-------------|
| S/N | Description | Unit | Unit Price | Total Price |
| 100 | SOLAR INSTALLATION | | | |
| 101 | Solar Modules(Polychrystalline panel) per 400w | W | | |
| 102 | Charge controller MPPT80V/80A | A | | |
| 103 | 6.5Kw Inverter | KVA | | |
| 104 | Battery Bank- 24V, 250 AH | AH | | |
| 200 | PANEL SUPPORT RACK+CIVIL WORKS | | | |
| 201 | Module Structure/Panel stand or roof top | LS | | |
| 202 | Construction of Battery stand + all suggestions | LS | | |
| 300 | ELECTRICAL INSTALLATION | | | |
| 301 | S & I of all cables and with piping | LS | | |
| 302 | Connectors,Screws+other accessories | LS | | |
| 400 | PROTECTION + EARTH SYSTEM | | | |
| 401 | S & I of all protection such as Earth, thunder arrester, circuit breakers, combiner box, fuse etc | LS | | |
| 402 | fittings | u | | |
| 500 | SUNDRY EXPENSES | | | |
| 501 | Transportation of personnel and materials | LS | | |
| 502 | Erection & Commissioning and training for management | LS | | |

COMPANY.....

PART 07
DETAILED BILL OF QUANTITIES

| QUANTITATIVE AND COST ESTIMATES FOR SUPPLY AND INSTALLATION OF SOLAR SYSTEM AT THE KUMBO WOMEN EMPOWERMENT CENTER AT TOBIN, KUMBO CENTRAL SUB DIVISION, BUI DIVISION NORTH WEST REGION | | | | | |
|--|---|------|-----|------------|-------------|
| S/N | Description | Unit | Qty | Unit Price | Total Price |
| 100 | SOLAR INSTALLATION | | | | |
| 101 | Solar Modules(Polychrystalline panel) per 400w | W | 6 | | |
| 102 | Charge controller MPPT80V/80A | A | 1 | | |
| 103 | 6.5Kw Inverter | KVA | 1 | | |
| 104 | Battery Bank- 24V, 250 AH | AH | 4 | | |
| | Sub-Total 100 | | | | |
| 200 | PANEL SUPPORT RACK+CIVIL WORKS | | | | |
| 201 | Module Structure/Panel stand or roof top | LS | 1 | | |
| 202 | Construction of Battery stand + all suggestions | LS | 1 | | |
| | Sub-Total 200 | | | | |
| 300 | ELECTRICAL INSTALLATION | | | | |
| 301 | S & I of all cables and with piping | LS | 1 | | |
| 302 | Connectors,Screws+other accessories | LS | 1 | | |
| | Sub-Total 300 | | | | |
| 400 | PROTECTION + EARTH SYSTEM | | | | |
| 401 | S & I of all protection such as Earth, thunder arrester, circuit breakers, combiner box, fuse etc | LS | 1 | | |
| 402 | fittings | u | 1 | | |
| | Sub-Total 400 | | | | |
| 500 | SUNDRY EXPENSES | | | | |
| 501 | Transportation of personnel and materials | LS | 1 | | |
| 502 | Erection & Commissioning and training for management | LS | 1 | | |
| | Sub-Total 500 | | | | |
| | TOTAL WITHOUT TAXES | | | | |
| | VAT 19.25 | | | | |
| | TOTAL WITH TAXES | | | | |

Stop the present cost estimate at the sum of francs CFA with all taxes inclusive.

PART 08

UNIT PRICE BREAKDOWN

UNIT PRICE BREAKDOWN

| | | | | | |
|-------------------------------------|-------------|-----------------|---------------------|--------------------|---------------|
| <i>Task :</i> | | | | | |
| | | | | | |
| I- LABOUR COST | | | | | |
| Designation | Unit | Qty | Duration (h) | Rate. (F/h) | Amount |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL I | | | | | |
| | | | | | |
| II- INSTALLATION ACCESSORIES | | | | | |
| Designation | Unit | Qty | Duration (h) | Rate. (F/h) | Amount |
| | | | | | |
| | | | | | |
| TOTAL II | | | | | |
| | | | | | |
| III- MATERIAL | | | | | |
| Designation | Unit | Quantity | UP (FCFA) | | Amount |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL III | | | | | |
| | | | | | |
| | | % | Formular | | Amount |
| IV- DIRECT COST | | | I+II+III | | |
| V- GENERAL SITE LEVIES | | | IVx% | | |
| VI-HEADQUATER LEVIES | | | IVx% | | |
| VII- RETURN COST | | | IV+V+VI | | |
| VIII- RISK + PROFIT | | | VIIx% | | |
| | | | | | |
| UNITY COST | | | VII+VIII | | |

PART 09
ANNEXES

MODEL OF UNDERTAKING

Undertaking by the Bidder

I the undersigned (name and first name of the signatory)
_____ acting as
_____ (quality of the signatory with respect to the
company), of Nationality _____, and residence in _____.

After having read and taken note of all the parts of the **OPEN NATIONAL INVITATION TO TENDER N°:007/ONIT/KC/KCITB/PIB-MINPROF 2024 OF 11TH APRIL 2024 FOR THE SUPPLY AND INSTALLATION OF SOLAR SYSTEM AT THE KUMBO WOMEN EMPOWERMENT CENTER AT TOBIN, BUI DIVISION NORTH WEST REGION**

I submit and commit myself to carry out the aforementioned Contract in accordance with the conditions of the Special regulations of the Invitation to tender, the special Technical specifications and the special Administrative Clauses, in particular the quantitative and qualitative confirmation of work, the respect of the deadlines, the guarantees and the insurance.

I commit myself moreover to ensure the registration and paying the forwarding costs of the contractual parts.

I declare to have perfect knowledge of the decree n° 33/CAB/PM of February 13 2007 putting the general Administrative clauses applicable to the Contracts of public works and supplies.

I confirm my agreement on the terms of the Particular Administrative Clauses (Draft contract) and attached the initialed copy of the aforesaid document to my offer.

I declare moreover that I remain committed by the present tender during a one hund (90) days deadline as from the date of opening of the bids.

Done in.....on the

The CONTRACTOR (Signature and seal)

MODEL BID BOND

BID BOND

Reference of the guarantee: N° _____

Invitation to tender N° _____

We understand that _____ (hereinafter called "the bidder"), has submitted his bid on _____ for **OPEN NATIONAL INVITATION TO TENDER N°:007/ONIT/KC/KCITB/PIB-MINPROF 2024 OF 11TH APRIL 2024 FOR THE SUPPLY AND INSTALLATION OF SOLAR SYSTEM AT THE KUMBO WOMEN EMPOWERMENT CENTER AT TOBIN, BUI DIVISION NORTH WEST REGION**

We, _____ (Bank) of _____ (country), with our head quarter in _____ hereby declare to guarantee payment to the contracting authority of the sum of _____ (in letters and in figures), that the Bank is committed to pay completely to the contracting authority, bidding itself, its successors and assignees.

Signed and authenticated by the aforementioned Bank this (day) of (month), and (year).

The conditions of this commitment are as follows:

1. If after the opening of the bids, the bidder withdraws his Offer during the validity period specified by himself in his tender, or
2. If the bidder, having been notified of the award of the contract by the contracting authority during the period of bid validity:
 - Fails or refuses to sign the contract even though required to do so:
 - Fails or refuses to furnish the final bond for the contract as provided for by the contract.

We undertake to pay the contracting authority an amount up to the maximum of the sum referred to above upon receipt of his written demand, without the contracting authority having to substantiate his demand, provided that in its demand the contracting authority shall note that the amount claimed by him is due, because on or the other or both of the above condition(s) has (have) been fulfilled and he shall specify which condition(s) took effect.

This bond shall enter into force from the date of signature and from the date set by the contracting authority for the submission of tenders. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of tenders. Any request by the contracting authority to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this period of validity.

This bond shall, for purposes of its interpretation, be submitted to Cameroon law.

Signature and stamp of the Guarantors

Date _____

Address _____

MODEL PERFORMANCE GUARANTEE

PERFORMANCE GUARANTEE

JOBGING ORDER N° ____ / JO/ ONIT/MINDDEVEL/EC/ECITB/PIB/2023

We understand that _____ (hereinafter called "the contractor"), has engage pursuant to contract N° **JOBGING ORDER N° ____ /JO/ ONIT/MINDDEVEL/EC/ECITB/PIB/2022** awarded after an OPEN NATIONAL INVITATION TO TENDER N°:007/ONIT/KC/KCITB/PIB-MINPROF 2024 OF 11TH APRIL 2024 FOR THE SUPPLY AND INSTALLATION OF SOLAR SYSTEM AT THE KUMBO WOMEN EMPOWERMENT CENTER AT TOBIN, BUI DIVISION NORTH WEST REGION in emergency procedure

And that you stipulated in the aforementioned contract that the Contractor will give you a banking guarantee emanating from a bank installed in Cameroun and approved by the Minister in charge of Finances, of the amount stipulated hereafter, like guarantee of the good execution of his obligations, in accordance with the contract,

And that we agree to give a guarantee to the Contractor,

As of the time, we affirm by the present ones that we go guaranteeing and persons in charge in your connection, in the name of the Contractor, for a maximum amount of (*amounts of the guarantee in figures and letters*),

And that we commit ourselves paying you, as of reception of your first written request informing us that the Contractor does not conform to the stipulations of the contract, and without quarrel or discussion, all the amount, within the limits of (*amounts of the guarantee, stipulated above*), without you having to prove or give the reasons or the reason of your request of the amount indicated above.

The present guarantee is valid until the provisional acceptance of work object of the contract.

Signature and seals of the Guarantors

Date _____

Address _____

MODEL GUARANTEE FOR ADVANCE PAYMENT

Guarantee Advance Payment

Bank _____

Reference of the guarantee: N° _____

Contract N° _____

To the (Contracting Authority),

Company _____

We, Bank _____ were informed that the THE MAYOR OF KUMBO Council acting as the contracting authority and acting as a Contractor, have concluded a contract OPEN NATIONAL INVITATION TO TENDER N°:007/ONIT/KC/KCITB/PIB-MINPROF 2024 OF 11TH APRIL 2024 FOR THE SUPPLY AND INSTALLATION OF SOLAR SYSTEM AT THE KUMBO WOMEN EMPOWERMENT CENTER AT TOBIN, BUI DIVISION NORTH WEST REGION

Lot....

In conformity with the provisions of article 29 of Contract N° _____, the Contractor is obliged to submit to the contracting authority, a bank caution to guarantee the advance payment granted to the company for an amounts equal to _____ francs CFA.

We, Bank _____ we engage irrevocably and without benefit of discussion, by the present one, to pay in favor of the contracting authority, at his first written request and within 4 (four) week maximum, the amount of this guarantee, that is to say _____ due by the Contractor to the contracting authority owing to the fact that the Contractor could not fulfill one or more of his obligations envisaged with the contract.

The request for partial or total mobilization of this guarantee will be the subject of a justifying letter recommended with acknowledgement of delivery with a copy to the Contractor starting clearly and the completely the reasons of its request.

The present bank guarantee will come into effect on the date of the payment of the advance to start work.

The original of this guarantee will be preserved by the contracting authority.

This guarantee will be released when the amount of the advance is completely reimbursed.

After this date, the guarantee will become null and void and will have to be returned to us without any express request of our share.

The law as well as the jurisdiction applicable to the guarantee is those of Cameroun.

Signature and seals of the Guarantors

Date _____

Address _____

TENDER SPECIMEN FORM

TENDER SPECIMEN FORM

I undersigned _____ acting as _____, of Nationality CAMEROONIAN, and residence in _____.

After having read and taken note of all the parts of the **OPEN NATIONAL INVITATION TO TENDER N°:007/ONIT/KC/KCITB/PIB-MINPROF 2024 OF 11TH APRIL 2024 FOR THE SUPPLY AND INSTALLATION OF SOLAR SYSTEM AT THE KUMBO WOMEN EMPOWERMENT CENTER AT TOBIN, BUI DIVISION NORTH WEST REGION**

. In the case where our offer would be accepted, I subject myself and engaged to:

- Carry out the aforementioned contract in accordance with the conditions of the Special regulations of the Invitation to tender, the special Technical specifications and the special Administrative Clauses, at the prices indicated in the schedule of Unit Prices, quantitative estimate, for the total amounts of the bid in francs CFA :
 - In Letter and figure (including all taxes): _____
 - In Letter and figure (VAT 19, 25%): _____
 - In Letter and figure (HT): _____
- To pay the forwarding costs of the contractual parts;
- Begin work in seven (7) days maximum and to carry out the contract in three (3) months as from the date of notification of service order to start work.

The contracting authority shall pay the sums due for this contract by crediting account n° _____ opened in _____ branch.

I declare to have perfect knowledge of the decree n° 33/CAB/PM of February 13 2007 putting the general Administrative clauses applicable to the Contracts of public works and supplies.

I confirm my agreement on the terms of the Particular Administrative Clauses (Draft contract) and attached the initialled copy of the aforesaid document to my offer.

I declare moreover that I remained committed by the present tender during a ninety (90) days deadline as from the date of opening of the bids.

Done in.....on the

The CONTRACTOR (Signature and seal)

[illegible]

OTHER DOCUMENTS

EVALUATION SHEET

GRADING SCHEME – TECHNICAL FILE

ENTERPRISE: _____ - I. PERSONNEL

| N° | DESIGNATION | EXISTENCE | | OBSERVATIONS |
|----------|--|-----------|----------------|--------------|
| | | NO | YES | |
| A | WORKS DIRECTOR | | | |
| 1 | Attestation of presentation of original of diploma and Certified true copy of National Identity Card if not no notation of N°A | | | |
| 2 | Certified true copy of diploma, C V dated and signed and Attestation of availability dated and signed | | | |
| B | SITE FOREMAN | | | |
| 1 | Attestation of presentation of original of diploma and Certified true copy of National Identity Card if not no notation of N°B | | | |
| 2 | Certified true copy of diploma, C V dated and signed and Attestation of availability dated and signed | | | |
| C | TEAM LEADER : Building | | | |
| 1 | Attestation of presentation of original of diploma and Certified true copy of National Identity Card. | | | |
| 2 | Certified true copy of diploma | | | |
| 3 | C V dated and signed and Attestation of availability dated and signed | | | |
| D | TEAM LEADER : Electrician | | | |
| 1 | Attestation of presentation of original of diploma and Certified true copy of National Identity Card. | | | |
| 2 | Certified true copy of diploma | | | |
| 3 | C V dated and signed and Attestation of availability dated and signed | | | |
| E | TEAM LEADER : Electricity works | | | |
| 1 | Attestation of presentation of original of diploma and Certified true copy of National Identity Card. | | | |
| 2 | Certified true copy of diploma | | | |
| 3 | C V dated and signed and Attestation of availability dated and signed | | | |
| | TOTAL | | /05 YES | |

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

II - REFERENCES

| N° | DESIGNATION | EXISTENCE | | OBSERVATIONS |
|----------|--|-----------|----------------|--------------|
| | | NO | YES | |
| A | 02 References in the electrical works or public works with justification (amount at least 12,000 000 all taxes inclusive) for the past 03 years. | | | |
| 1 | First project | | | |
| 2 | Second project | | | |
| | TOTAL | | / 02YES | |

III -EQUIPMENT

| N° | DESIGNATION | EXISTENCE | | OBSERVATIONS |
|----|--|-----------|-----------------|--------------|
| | | NO | YES | |
| 1 | Proof of ownership or rental of a vehicle (Pick up 4 x 4 or YAP) in good operating condition with a current visite technique and a carte grise certified by the services of MINTRANSPORT Proof of ownership of electrical installation equipment, and of Hand tools (building, electricity, carpentry) ¹ in good operating condition. | | | |
| | TOTAL | | / 01 YES | |

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

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

IV – METHODOLOGY OF INTERVENTION AND WORK EXECUTION

IV – METHODOLOGY OF INTERVENTION AND WORK EXECUTION

| N° | DESIGNATION | EXISTENCE | | OBSERVATIONS |
|----|---|-----------|--------|--------------|
| | | NO | YES | |
| 1- | ACKNOWLEDGEMENT OF SITE AND PRESENTATION OF THE COMPANY | | | |
| | Attestation of site visit and site visit report with relevant images | | | |
| | Project site layout plan with comments ¹ | | | |
| | Illustration of the map of the area with key ² | | | |
| | Organizational chart of the enterprise with comments | | | |
| | Organizational chart of the building construction site with comments ³ | | | |
| 2- | ACKNOWLEDGEMENT OF TECHNICAL SPECIFICATIONS AND PLANNING OF WORKS AND EXECUTION DATE LINE | | | |
| | A copy of CCTP (Special Technical Specification).duly initialed on each page, signed by the enterprise and dated on the last page. | | | |
| | Planning of work execution with comments ⁴ | | | |
| | Installation: Origin of materials | | | |
| | Description of deployment of team | | | |
| 3- | INSTALLATION TESTS & METHODOLOGY OF EXECUTION OF WORKS | | | |
| | Description of tests on battery, panel, cement and charge controller. (inverters, cables) | | | |
| | Description of tests on panel, other electrical materials | | | |
| | Proper description of the methodology of execution of works ⁵ | | | |
| | Description of health /safety /socio-economic and environmental measures at the work site | | | |
| | Description of the application of the HIMO approach | | | |
| | Description of maintenance measures during the guarantee period | | | |
| 4 | INSTALLATION | | | |
| | Electricity: Description of inspection and tests, protection of cables, installation of conduits and cables, installation of accessories. | | | |
| | Fixing: General guidelines for cable placement | | | |
| | TOTAL | | / 4YES | |

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

V- SELF FINANCING CAPACITY

| N° | DESIGNATION | EXISTENCE | | OBSERVATIONS |
|----------|---|-----------|-----------------|--------------|
| | | NO | YES | |
| 1 | An attestation of financial credibility issued by the same Bank as for the bid bond (access to a credit or of other financial facilities to ensure the gross margin of self-financing necessary for the duration of the contract.) The available amount must be at least equal to 25% of the projected amount of the project. | | | |
| | TOTAL | | / 0 1YES | |

VI- GENERAL PRESENTATION OF THE BIDS

| N° | DESIGNATION | EXISTENCE | | OBSERVATIONS |
|----------|--|-----------|-----|--------------|
| | | NO | YES | |
| 1 | Presence, clearness of all documents, presentation of document in the order given in this tender and properly bound, Table of contents, pages numbered and separators in a colour apart from | | | |

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

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

⁴ According to the project to be carried out

⁵ See the model of planning of work execution attached.

⁶ See the model for summary of logical sequence attached.

⁷ It must be accepted only if it takes into consideration all the aspect of the work to carry out and the relationship between them for a better analyzing and understanding of the project (according to the estimates).

⁸ A clear and proper description in the domain of wiring of dwelling, including the quality of materials to be used are needed.

REFERENCES

(Join copies of PV of reception)

| N° | INFORMATION ON | CONTRACT DATE | CONTRACT DATE | CONTRACT DATE | CONTRACT DATE | CONTRACT DATE |
|----|--|------------------|------------------|------------------|------------------|------------------|
| 1 | Contracting Authority | | | | | |
| 2 | Subject of the project | | | | | |
| 3 | Localisation of the project | | | | | |
| 4 | SERVICES | | | | | |
| 5 | Amount of the contract | | | | | |
| 6 | Execution dead line | | | | | |
| 7 | Date of provisional reception | | | | | |
| 8 | Date of final reception | | | | | |
| 9 | Certificat de bonne fin (Annexe N°) | | | | | |
| 10 | Number of technical staff | | | | | |
| 11 | Number of workers | | | | | |
| 12 | Equipment used | | | | | |

References of the enterprise/Annual turnover

Enterprise :
statistique :

Registre de commerce :

Siège social :

N°

| | Building | hydraulics | roads | Divers | TOTAL |
|-----------------|----------|------------|--------|--------|--------|
| TURN OVER 2012 | MioCFA | MioCFA | MioCFA | MioCFA | MioCFA |
| principal works | | | | | |
| TURN OVER 2013 | MioCFA | MioCFA | MioCFA | MioCFA | MioCFA |
| Principal Works | | | | | |
| TURN OVER 2014 | MioCFA | MioCFA | MioCFA | MioCFA | MioCFA |
| principal works | | | | | |

REPUBLIQUE DU CAMEROUN
PAIX- TRAVAIL- PATRIE

MINISTERE DE LA DECENTRALISATION ET
DEVELOPPEMENT LOCALE

REGION DU NORD OUEST

DEPARTEMENT DE BUI

COMMUNE DE KUMBO

B.P. 3 KUMBO/Tel: 33 48 10 11
E mail:kuc_tobin@yahoo.com
Site web: www.kumbocouncil.info



REPUBLIC OF CAMEROON
PEACE- WORK-FAHERLAND

MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

KUMBO COUNCIL

P.O. BOX 3 KUMBO/Tel: 3348 10 11
E-mail:kuc_tobin@yahoo.com
Web site:www.kumbocouncil.info

JOBING ORDER N° _____/JO/KCITB/KC/PIB-2024 AWARDED AFTER AN OPEN
NATIONAL INVITATION TO TENDER N°:007/ONIT/KC/KCITB/PIB-MINPROF 2024 OF 11TH
APRIL 2024 FOR THE SUPPLY AND INSTALLATION OF SOLAR SYSTEM AT THE KUMBO
WOMEN EMPOWERMENT CENTER AT TOBIN, BUI DIVISION NORTH WEST REGION

CONTRACTOR:.....

BP.....

Tel.

Fax.

TAX PAYER'S N°.....

BANK ACCOUNT N°.....

SUBJECT: FOR THE SUPPLY AND INSTALLATION OF SOLAR SYSTEM AT THE KUMBO
WOMEN EMPOWERMENT CENTER AT TOBIN REGION.

PLACE OF EXECUTION:

EXECUTION DEADLINE: THREE (03) Months

AMOUNT:

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

FUNDING: PIB MINPROF 2024

SUBSCRIBED ON : _____

SIGNED ON : _____

NOTIFIED ON : _____

REGISTERED ON : _____

BETWEEN:

The Government of the Republic of Cameroon, represented by the MAYOR OF Kumbo COUNCIL, hereinafter referred to as the "The Contracting Authority"

ON THE ONE PART

AND :

CONTRACTOR:

BP.....

Tel.

Fax.

TAX PAYER'S N°.....

BANK ACCOUNT N°.....

Represented by so Hereinafter referred to as the "Contractor"

ON THE OTHER PART

IT IS HEREBY AGREED AND ORDERED AS FOLLOWS:

JOBGING ORDER N° _____ /JO/KCITB/KC/PIB-2024 AWARDED AFTER AN OPEN NATIONAL INVITATION TO TENDER N°:007/ONIT/KC/KCITB/PIB-MINPROF 2024 OF 11TH APRIL 2024 FOR THE SUPPLY AND INSTALLATION OF SOLAR SYSTEM AT THE KUMBO WOMEN EMPOWERMENT CENTER AT TOBIN, BUI DIVISION NORTH WEST REGION

CONTRACTOR:.....

EXECUTION DEADLINE: THREE (03) Months

AMOUNT:

| MONTANT FCFA | MONTANT TOTAL |
|----------------------|---------------|
| TTC | |
| HTVA | |
| TVA (19,25%) | |
| A.I.R (5,5% or 2,2%) | |
| Net à Mandater | |

Read and approved by the contractor

KUMBO, the _____

Signed by the Mayor of KUMBO,
Contracting Authority

KUMBO, the _____

REGISTRATION

LISTE DES ETABLISSEMENTS BANCAIRES ET ORGANISMES FINANCIERS DEFINITIF AUTORISES A EMETTRE DES CAUTIONS DANS LE CADRE DES LETTRE COMMANDES PUBLICS.

BANKS

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

II- Insurance companies

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

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

PART10
GRAPHIC PLANS