

RÉPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

MINISTÈRE DE LA DÉCENTRALISATION ET DU  
DEVELOPPEMENT LOCAL

RÉGION DU NORD OUEST

DÉPARTEMENTALE DE LA MOMO

COMMUNE DE NJIKWA



REPUBLIC OF CAMEROON

Peace – Work – Fatherland

MINISTRY OF DECENTRALISATION AND  
LOCAL DEVELOPMENT

NORTH WEST REGION

MOMO DIVISION

NJIKWA COUNCIL

## NJIKWA COUNCIL INTERNAL TENDERS BOARD

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### OPEN NATIONAL INVITATION TO TENDER, EMERGENCY PROCEDURE

## TENDER FILE

**OPEN NATIONAL INVITATION TO TENDER, EMERGENCY  
PROCEDURE N° 11/ONIT/NCITB/NC/2024 OF 11/04/2024 FOR THE  
INSTALLATION OF SOLAR STREET LIGHTS AT SOME STRATEGIC  
PUBLIC SPACES IN NJIKWA MUNICIPALITY, MOMO DIVISION OF  
THE NORTH WEST REGION**

PROJECT OWNER: THE LORD MAYOR OF NJIKWA COUNCIL

FINANCING: MINEE PUBLIC INVESTMENT BUDGET - 2024

AUTHORIZATION NUMBER:

IMPUTATION:

NAME OF PROJECT	AMOUNT OF PROJECT	AMOUNT OF BID BOND	COST OF TENDER FILE :	FINANCIAL YEAR
INSTALLATION OF SOLAR STREET LIGHTS AT SOME STRATEGIC PUBLIC SPACES IN NJIKWA MUNICIPALITY	50,000,000 FCFA	1,000,000 FCFA	100,000 FCFA	2024



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**(SAC)**



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## Chapter I: General

### Article 1: Subject of Contract

The subject of this Contract shall be the installation of solar street lights at some strategic public spaces in Njikwa Municipality, Momo Division of the North-West Region.

### Article 2: Contract award procedure

This Contract shall be awarded by Open National Invitation to Tender N° 11/ONIT/NCITB/NC/2024.

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

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

- ✓ The Contracting Authority shall be the Mayor NJIKWA Council; in this respect he preserves the original documents relating to the contract and transmits copies to the Public Contracts Regulatory Agency.
- ✓ the control brigade of MINMAP shall control all the equipment supplied to ensure that this jobbing order is respected.
- ✓ The Contract Manager shall be the CDO Njikwa Council. In this capacity, he shall prepare and provide documents in respect to the administrative, technical and financial clauses of this contract.
- ✓ The Contract Engineer shall be the Divisional Delegate of Water Resources and Energy for Momo. He shall, validate the different crucial phases of work done, from the installation of the Contractor to the Provisional Technical Reception.
- ✓ **The Contractor shall be [to be specified].**

#### 3.2 Security

This Contract may be secured by the use of any form of transfer of the debt.

In this case:

- The authority in charge of ordering payment shall be the Mayor Njikwa Council (Authorizing Officer);
- The authority in charge of clearance shall be the Divisional Finance Controller for Momo;
- The body or official in charge of payment shall be the Njikwa Council treasury;
- The official competent to furnish information within the context of execution of this Contract shall be the Mayor Njikwa Council.

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

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

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

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

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

The constituent Contractual documents of this Contract are in order of priority:

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

- 5) The particular elements necessary for the determination of the Contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) Plans, calculation notes, trial documents, geotechnical documents;
- 7) The General Administrative Conditions applicable on Public works Contracts that went into effect by Order N°. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the Contract.

**Article 6: General instruments in force**

This Contract shall be governed by the following general instruments:

1. Framework Law N°. 96/12 of 5<sup>th</sup> August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree N°. 2001/048 of 23<sup>rd</sup> February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
5. Decree N°. 2003/651/PM of 16<sup>th</sup> April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
6. Decree N°. 2018/366 of 20<sup>th</sup> June 2018 to institute the Public Contracts Code;
7. Decree N°. 2012/075 of 8<sup>th</sup> March 2012 to organise the Ministry in charge of Public Contracts;
8. Law No 2019/024 of 24/12/ 2019 bearing on the General code of Regional and Local Authorities.
9. Letter N°. 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
10. Circular N° 01/CL/MINFI/MINDDEVEL of 4<sup>TH</sup> JANUARY 2024 relating to the execution, monitoring and control of the execution of the budgets of regional and local authorities for the 2024 financial year.
11. Unified Technical Documents (DTU) for building works;
12. Applicable standards;
13. Other instruments specific to the domain concerned with the Contract.

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

7.1 All notifications and written communication within the framework of this Jobbing order shall be sent to the following address:

- a) In the case where the contractor is the addressee: beyond the time-limit of 15 days fixed in Article 6 (1) of the GAC to make his domicile known to the Contract manager and immediately after completion of the works, correspondences shall be validly address to council where the Contractor Resides.
- b) In the case where the Contracting Authority in the addressee: Mayor Njikwa Council with copies addressed to the Contract manager and the Engineer.

7.2 The contractor shall address all written notifications or correspondences to the Engineer with a copy to the Contract manager.

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

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

- 8.1 The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the Contractor by the Project Owner with a copy to the Contracting Authority, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.
- 8.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the



Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.

- 8.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the Contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Delegated Contracting Authority and Contract Manager.
- 8.4 Administrative Orders serving as warnings shall be signed by the Contracting Authority and notified to the Contractor by the Contract Engineer with a copy to the Project Owner and Project Manager.
- 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by the Contract Engineer to the Contractor with a copy to the Project Owner, Contract Manager and Project Manager.
- 8.6 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the Contractor by the Contract Engineer.
- 8.7 The Contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.8 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Project Manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.**

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

- 9.1 This Contract has one phase.  
At the end of phase one, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the Contractor.
- 9.2 The time-limit granted for notification of the Administrative Order to start execution shall be five (5) days.

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

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

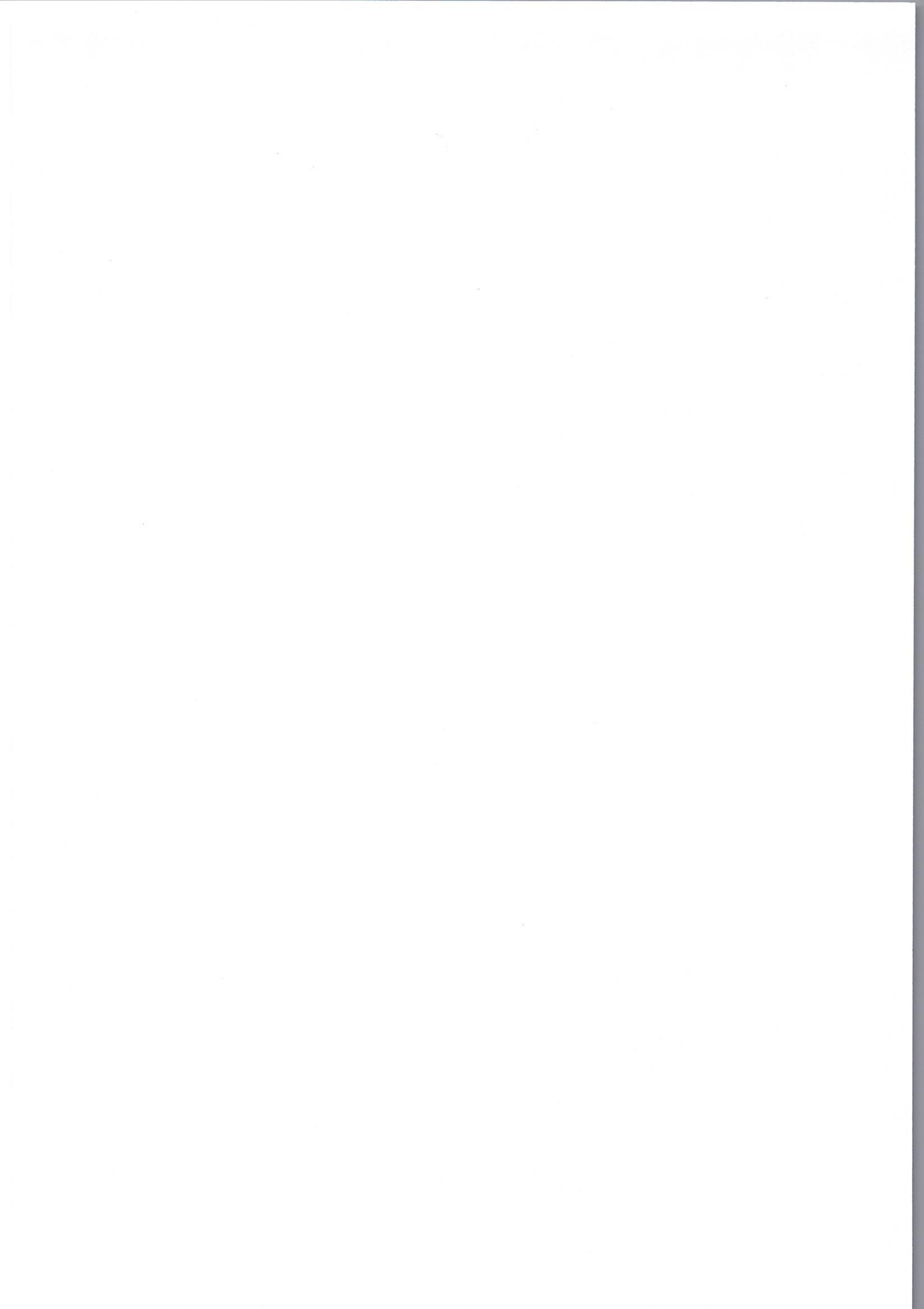
### **Chapter II: Financial conditions**

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

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

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





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

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

#### **11.2 Performance bond**

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

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

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

The contractor may be granted a start off amount of 20% of the Jobbing Order amount (inclusive of taxes) upon request.

The start-off payment shall be guaranteed at 100% by a Cameroonian bank recognized by the Ministry in charge of Finance.

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

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

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

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

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

- a. For payments in CFA francs (*amount in figures and letters exclusive of taxes*) by credit to account N°. \_\_\_\_\_ Open in the name of the Contractor in the \_\_\_\_\_ bank.
- b. For payments in foreign currencies (*amount in figures and letters exclusive of taxes*) by credit to account N°. \_\_\_\_\_ Open in the name of the Contractor in \_\_\_\_\_ bank.

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

13.1 Prices shall be firm.

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

13.2 Price updating modalities (not applicable)

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

(not applicable)

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

(not applicable)

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

17.1 The percentage of works under State supervision shall be 2 % of the amount of the Contract and its additional clauses, where applicable.

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

- The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
- The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;
- The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
- building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;
- The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the Contractor's unforeseen.

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

The work done shall be evaluated using the unit price.

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

19.1 Materials supplied shall be received by the competent technical commission. The contractor shall present purchase receipts for these materials.

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

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

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

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

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

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

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

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

**21.1 Establishment of works executed**

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

**21.2 Monthly detailed account**

No later than the fifth (5<sup>th</sup>) of the month following the month of the services, the Contractor shall hand over to the Project Manager two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing



the total amount of the sums to which he may lay claim as a result of the execution of the Contract since the start of the Contract.

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

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

- 100-2.2/5.5% paid directly into the account of the Contractor;
- 2.2 or 5.5% paid to the Public treasury as AIR due by the Contractor.

The amount of payment on account shall not exceed the value of the technical execution phases carried out. Payment on account may be spread over the duration of the execution of the Jobbing Order according to technical execution phases as defined in the Jobbing order.

Payment on account shall take place within thirty (30) days from the date of transmission to the competent accounting officer, of the documents giving entitlement to payment.

The contractor shall transmit seven (7) copies of the partial invoices to the Engineer for approval before the 5th of the month following the works executed.

The Engineer shall within a time-limit of seven (7) days forward the approved partial invoices to the Contract manager.

The Contract manager has a maximum time-limit of twenty-one (21) days to sign the partial invoice and to produce the documents giving entitlement to payment on account and transmit same to the competent accounting officer.

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

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

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree N°. 2018/366 of 20<sup>th</sup> June 2018 to institute the Public Contracts Code.

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

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

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

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

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

##### **B. Specific penalties**

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

- Late submission of final bond;
- Late submission of insurances, shall be one five thousandth (1/5000<sup>th</sup>) of the initial Contract amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the Contractual time-limit;
- Late submission of the draft execution schedule if the lateness is caused by the Contractor shall be one five thousandth (1/5000<sup>th</sup>) of the initial Contract amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the Contractual time-limit;

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

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

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

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

25.2 *The Contract Engineer has up to thirty (30) days to notify the corrected and approved draft to the Project owner.*

25.3 *The Contractor has up to thirty (30) days to return the corrected and approved final detailed account to the competent accounting officer.*

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

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

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

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

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

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

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

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

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

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

All taxes inclusive prices means VAT included.

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

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

**Chapter III: Execution of works**



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

The works shall include especially:

- Work to be done consists of
- ✓ Preliminary works
- ✓ Civil engineering works
- ✓ Installation of solar street lighting modules
- ✓ Sundry services

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

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

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

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

31.1 The time-limit for the execution of the works forming the subject of this Contract shall be one hundred and twenty (120) days.

31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works.

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

The detailed and general plan of progress of the works shall be communicated to the Contract Engineer in five (05) copies at the beginning of each month.

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

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

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

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

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

**Article 35: Documents to be furnished by the Contractor (Article 49 of the GAC supplemented)****35.1 Programme of works, Quality Assurance Plan and pegging map.**

a) Within a maximum deadline of fifteen (15) days from the date of notification of the Administrative Order to commence execution, the Contractor shall submit in six (6) copies for the approval of project owner after the endorsement of the Contract Engineer the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable and the electricity network pegging map at scale 1/2500.

This programme shall be exclusively presented according to the furnished models.

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

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

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



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

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

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

c) The Contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.

d) The approval granted by the Contract Engineer shall in no way diminish the responsibility of the Contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the Contract.

### **35.2 Execution draft**

a) The execution plan documents (calculations and drawings) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the Contract Engineer at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.

b) The Contract Engineer has a deadline of five (05) days to examine and make known his observations. The Contractor then has a deadline of (04) four days to present a new file including the said observations.

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

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

36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work. It must have the following characteristics: Height = 2.80m, width=1.20m, board thickness=2.5cm at 1.20m above the ground level. The Contract Engineer shall put at the Contractors' disposal the text to be used.

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

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

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

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

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

The part of the works to be sub-Contracted shall be 30 % of the initial amount of the Contract and its additional clauses.

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



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

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

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

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

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

#### **Article 41: Use of explosives (article 60 of the GAC)**

### **CHAPTER IV: ACCEPTANCE**

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

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

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

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

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

- Contract Engineer,
- Contractor,
- DD MINMAP.

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

##### **42.2 Acceptance**

The acceptance commission shall comprise:

- 1- The Contracting Authority or his representative ..... (Chairman)
- 2- The Contract Engineer.....(Secretary)
- 3- The contract manager.....(Member)
- 4- The project manager.....(Member)
- 5- The stores accountant at Njikwa Council .....(Member)
- 6- The Contractor or his Representative.....Member)
- 7- The DD MINMAP Momo or his representative.....(Observer)
- 8- The DD MINDDEVEL Momo or his representative.....( Member)

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

#### **ARTICLE 43: DOCUMENTS TO BE FURNISHED AFTER EXECUTION**

43.1 The contractor shall furnish within one (1) month after completion of the works five (05) copies of all working documents and drawings as executed, especially those relevant to the exploitation and maintenance of the works.

43.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with Article 43.1 above.

**Article 44: GUARANTEE PERIOD.**

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

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

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

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

**Chapter V: Sundry provisions****Article 46: Termination of the Contract (article 74 of the GAC)**

The Contract may be terminated as provided for in Part III Paragraph IV of Decree N°. 2018/366 of 20<sup>th</sup> June 2018 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

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

**Article 47: Case of force majeure (article 75 of the GAC)**

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

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

**Article 48: Disagreements and disputes (article 79 of the GAC)**

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

Where no amicable solution can be found for a disagreement, it is brought before *the competent court in the North-West Region of the Republic of Cameroon.*

**Article 49: Production and dissemination of this Contract**

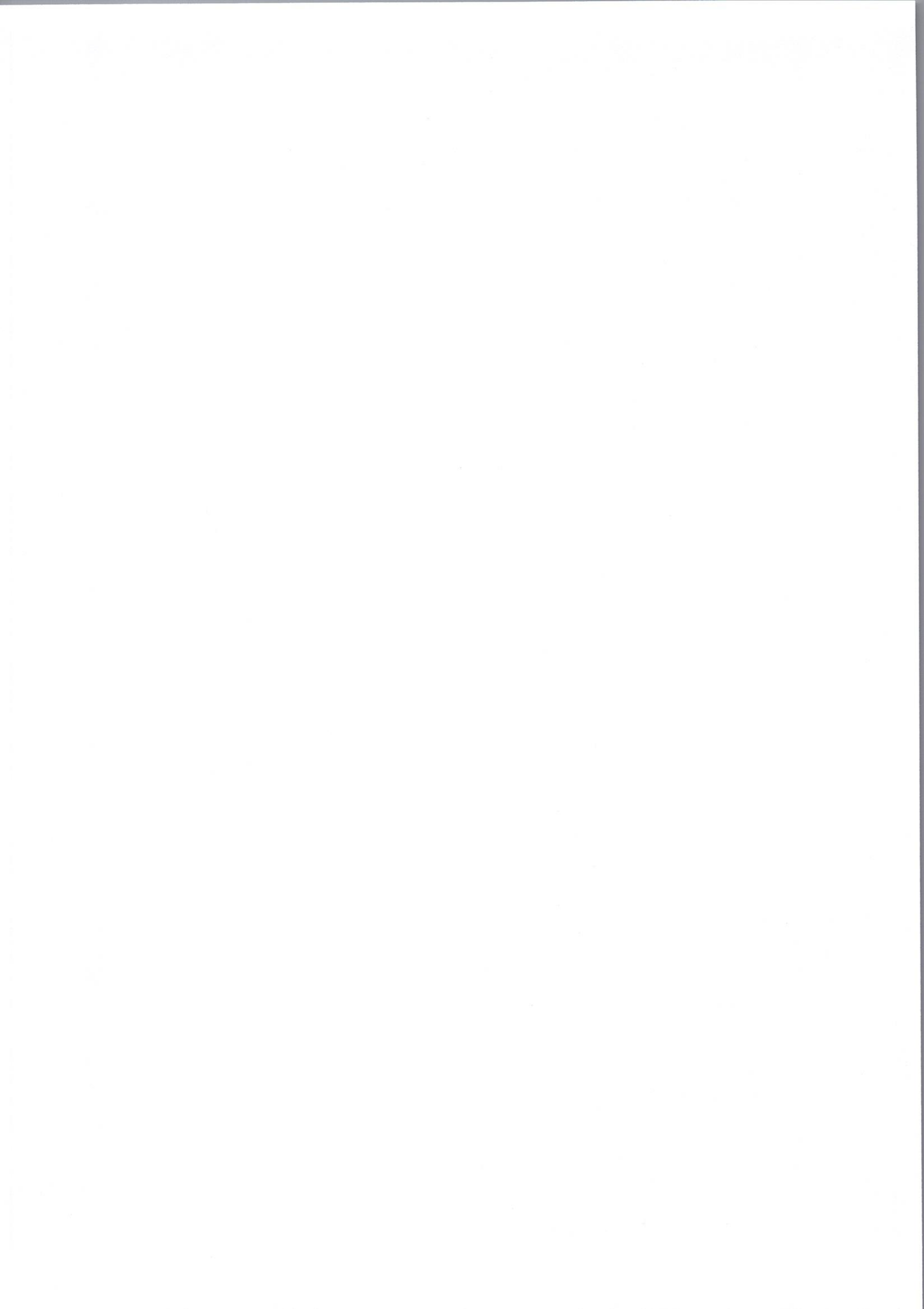
seven (07) copies of this Contract shall be produced at the cost of the Contractor and furnished to the Contract Manager.

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

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



**Document N°. 5**  
**SPECIAL TECHNICAL CONDITIONS**  
**(STC)**





## Content

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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 synoptic 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 document is to installation of solar street lights at some strategic public spaces in Njikwa Municipality, Momo Division of the North-West Region.

## **Article 4 : Norms and regulation texts**

### **4.1- Norms and general texts**

The consistency of the works is subject to prescriptions, Laws, Decrees, Arretes, 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:

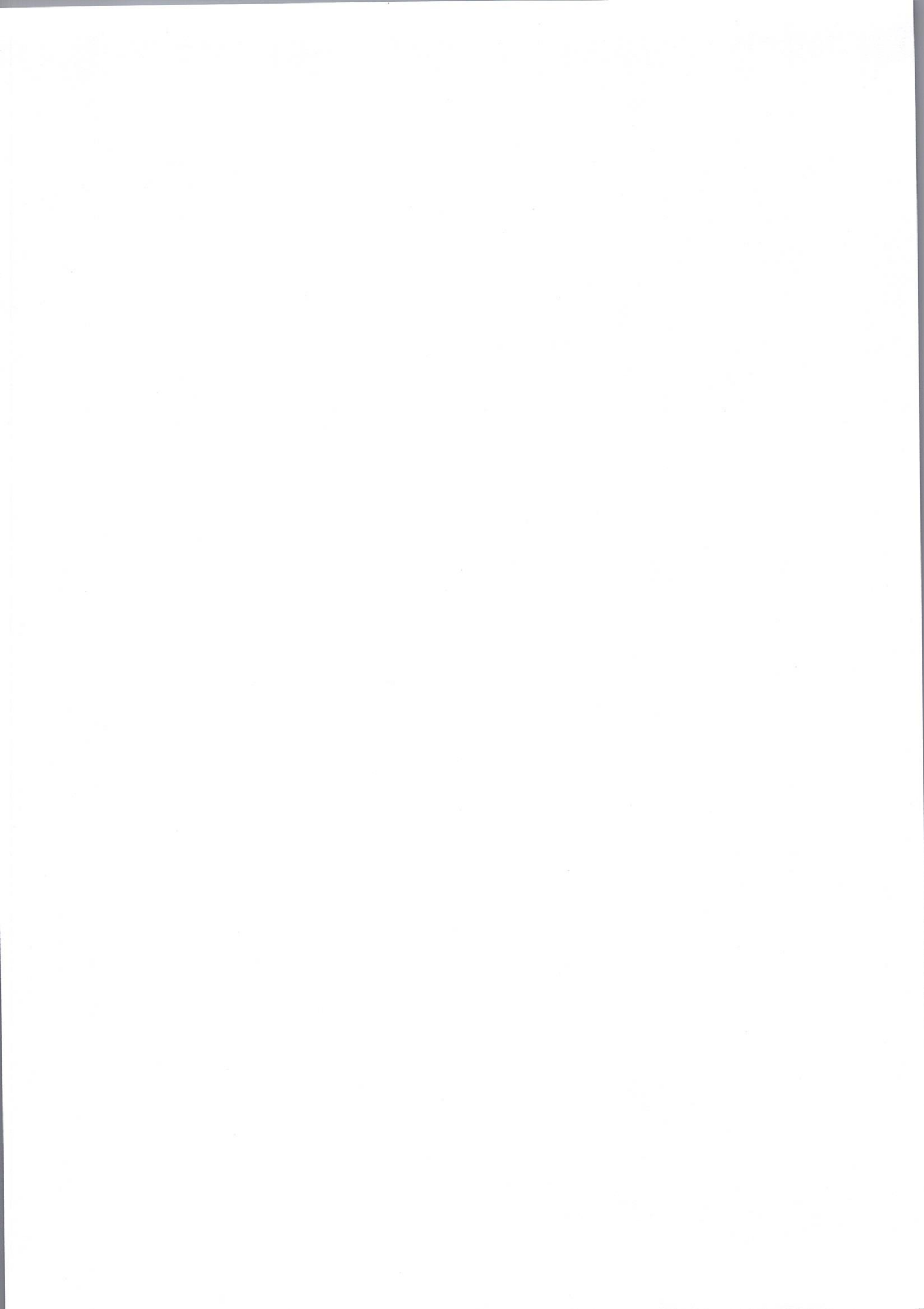
- European norms CEN-CENELEC (EN) ;
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- UTE norms – class C relating to electrical installation (NF C 10-100 ; NF C 10-101 ; NF C 10-200 ; NF C 13.100 ; NF C 14.100 ; NF C 15.100) and supplementary ;
- les Documents techniques unifiés (DTU).

### **4.2- Norms 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 Disposition – Part: Measuring the photovoltaic characteristics Current-voltage - Part 3: Principle of measuring the solar photovoltaic dispositive (PV) to be used on the ground including spectral lighting which is reference.
- NF EN 61215 Silicon monocrystalline or polycrystalline photovoltaic modules (PV): Qualification of the conception and homologation.





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- NF EN 61215 Silicon monocrystalline or polycrystalline photovoltaic modules (PV): Qualification of the conception and homologation.



- NF EN 61730-1 (C 57-111-1) Qualification for the certainty of functioning of photovoltaic modules Part 1: Demands for the construction.
- NF EN 61730-2 (C 57-111-2) Qualification for the certainty of functioning of photovoltaic modules Part 3: Demands for Testing.

#### **4.3- Norms and text relating to the installation of street lighting.**

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

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

#### **4.4- Other text**

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 enforced, the contractor has to inform the engineer by writing specifying 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 authorization from the engineer.

#### **Article 6: Site Organizations – duration – penalties**

All necessary measures for the execution of this present project must be respected. (Supply and temporal 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 authorization of the project owner.

#### **Article 8: Site visit meetings**

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

#### **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 limit risks in the framework of these works, subject of this installation works, some security measures will have to be implemented such as:

- Lifting works: the use of individual protective equipment (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 equipment ; 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 organization chart furnished by the competing bidder in his technical offer of the bids should specify the function and the tasks of each staff.

## **Chapter II: General Technical Specifications for the project.**

### **Article 11: Definition**

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

- A pole: this describes the arm and the stalk;
- A luminary or the head of the street lights: it's 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;
- A flat plate for fixture.

### **Article 12: The pole**

Of galvanized steel, it has to be sized to withstand or carry the set of the street lighting dispositive. The height should be 8m, of diameters 115mm at the base.

The arm should horizontally oriented to the reflector ensuring an appreciable supplement of the liminal flux across the road with reduced losses.

### **Article 13: The luminary**

The luminary consists of an optical system incorporating a reflector, a refractor and a control mechanism. This setup should supplement a high efficiency without supplement 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 supplement flux thereby provoking useless losses.

The lamps should be of the LED type with a nominal power of 140W (DC, 12V) with an effective luminosity greater or equal to 91lm/W and a minimal life span of 50 000 hours.



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

#### **Article 14: Photovoltaic modules**

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

- Temperature :  $10^{\circ}$  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 modules must supplement the standard CEI 61215 for monocrystalline 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 IP65 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. Class A lithium-ion 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  $20^{\circ}\text{C}$  ;

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 equipment must be interconnected and linked to the earth.

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

### **Article 18 : Control of the street lamps**

A control dispositive for the street lamps must allow the lamps to be controlled in lighting and turning off during appropriate hours by the help of usual dispositive (contactors, switches, etc.). This dispositive can eventually be integrated 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 lamps will be fixed on the ground through a four-foot beam casted heavily with reinforced concrete and with the help of flat fixture. This setup must be sized following the rules of the art to withstand the weight of the solar lamp.

### **Article 20 : Calculations**

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

<b>GENERAL DATA</b>	Energy demand (Wh/j)		312
	Solar Irradiation (kWh/m <sup>2</sup> /j)		4
	Norminal voltage (V)		12
	Lighting efficiency		1
	Efficiency of the PV generator		14.1%
	Battery efficiency		0.85
	Inverter efficiency		N/A
	Charge controller effeciency		0.90
	Depth of discharge of battery		0.90

<b>PHOTOVOLTAIC GENERATOR</b>	Factor of correction		65%
	Puissance crête (kW)		0.14
	Modules	Power	140
		Voltage	12
		Number of series modules	1
		Number of branches	1
	<b>Total power (W)</b>		<b>140</b>

<b>BATTERY</b>	Autonomy		3 days
	Storage capacity (Ah)		114.7
	Batteries	Capacity	140
		Voltage	12
		Number of series	1
		Nummber of branches	1
	<b>Total capacity (Ah)</b>		<b>120</b>

<b>CHARGE CONTROLLER</b>	Input current (A)		10.8
	Output current (A)		3'3
	<b>Current characterisitcs (A)</b>		<b>15</b>



**Article 21 : Technical Characteristics of the offer**

(to be completed by the bidder)

<b>PHOTOVOLTAIC GENERATOR</b>		
Solar panels	Brande	/
	Type	Mono cristalline
	Power	130BC
	Efficiency	20%
	Norminal voltage	12V
	Number	1
Battery	Brand	/
	Type	LiFePO4, class A
	Capacity	120AH
	Voltage	12
	Nber of cycles at 80% discharge	2000
	Nber of cycles at 30% discharge	8000
	Efficiency	90%
Charge controller	Brand	/
	Current	15A
	Voltage	12V/24V
	Autoconsomption	15mA
	Automatic disconnection	yes
	MPPT Localisation	yes
Exploitation Temperature		-40o to 60oC
Protection index		IP65
<b>Pole</b>		
Material		Galvanized Steel
Height		8m
Implantation		Fixed of concrete Pilar
Interval		N/A
<b>LUMINARY</b>		
Brand		/
Type		LED
Power		140W
Maximum power of luminus flux		12800lm

Duration of Autonomy with battery charged to maximum.		3 days
Temperature of the colour (K)		6500k
Life span of the luminary (h)		50000h
Head (form/orientation)		Half a circle
Commande dispositive (precise)		N/A
<b>CYCLE OF MAINTENANCE AND GUARRANTEE</b>		
Recommended Replacement of Battery after (precise the number of years)		10 years
Recommended Remplacement of lamps after (precise the number of years)		20 years
Guarantee of solar production after production (precise the percentage of production guarrantee)	2 years	98%
	5 years	95%
	10 years	85%
<b>FIXTURES AND STREET LIGHTINGS</b>		
Reinforced concrete	Composition	350Kg/m3
	Dimensions	50x50x100cm
Metal plate	Material	Steel
	Dimensions	29x29cm
Foundation rods	Material	Steel
	Number	4
	Dimensions	120mm

### CHAPTER III: WORK EVALUATION METHOD

Article 21: Calculation of the Level of Realization.

Article 22: Provisional Reception

Article 23: Conditions for the Final Reception

### INTRODUCTION

The technical specifications presented herein below define the works that shall be executed during the installation of solar street lights at some strategic public spaces in Njikwa Municipality, Momo Division of the North-West Region, and the manner in which these works shall be carried out. So, the Contractor is expected to read these specifications critically and identify all the articles that are applicable to his job.

### CHAPTER I: GENERAL INFORMATION

#### **Article 1: Volume of Work to be executed.**

In each case, the volume of work to be executed is indicated in the bill of quantities, network maps and/or plans that are provided. The various works to be executed shall conform to the relevant terms of the technical specifications given herein below.

#### **Article 2: General instructions**

It should be understood that the provision of the bill of quantities does not absolve the potential Contractor of the necessity to affect a well-planned site visit, at his own expense, to gain complete knowledge of the conditions prevailing on the terrain. This knowledge shall come in handy when preparing the List of Tasks



Duration of Autonomy with battery charged to maximum.		3 days
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and the Unit Price Schedule. Potential Contractors (or Bidders) shall provide a detailed and sequenced List of Tasks to be effected on each component of the project. Within fifteen (15) days from the date of notification to start work, the Contractor shall provide the Control Engineer with:

- A detailed plan of the work, showing the scheduling of the various works to be executed in time
- Detailed technical drawing of the works to be realized
- A manpower deployment plan
- A schedule of the delivery of materials to the project site, showing possible delays
- Failure to forward the foregoing documents shall engender the postponement of the reception of project materials, which could result in a punishable overall delay in the execution of the project.

No material shall be used that has not been checked for conformity with the technical specifications by the Control Engineer.

The Control Engineer reserves the right to modify the plans and work schedule provided by the Contractor, which modification shall first be submitted to the Authorizing Officer for approval. Under exceptional circumstances, the Control Engineer may suggest modifications to the technical specifications for any component of a project to the Authorizing Officer, while making sure that the overall cost of the project stays within the limits of the financial bid of the contractor.

Any modification must be done in writing, with sufficient justification. For this purpose, a numbered page book (the project log book) shall be kept on site in which the Control Engineer shall write his approved instructions. Both the Contractor, or his representative, and the Control Engineer shall initial every page of the project logbook.

It is therefore obligatory for the contractor to execute the works in conformity with:

- The Bills of Quantities and Estimates,
- The Special Administrative Clauses
- The Special Technical Clauses stated herein,
- Any other special rules and regulations that may be applicable to this job,
- The work schedule,
- The detailed technical drawings,

Subject to any approved modifications indicated in the project log book by the Control Engineer.

The Contractor shall take note of any omission or discrepancies that may exist in the three documents mentioned in the preceding paragraph, which omission or discrepancies could fundamentally affect the technical or aesthetic quality of the works executed to his detriment, and call the attention of the Supervisory Engineers who shall remain at his disposal of the Contractor for necessary information and inquiries through the duration of the project.

In this regard, the contractor shall not absolve himself of the responsibility for poor quality work by citing imprecision, omissions or discrepancies in the technical specifications or modifications thereof indicated in the project log book by the Control Engineer.

Any works effected without regard for the foregoing instructions or provisions shall be demolished at the expense of the contractor.

## **CHAPTER II - WORKS TO BE DONE BY THE CONTRACTOR**

### **Article 3: Role of the Contractor**

The Contractor who shall be chosen after this call for tender, shall be responsible to execute all the works outlined here. These include all the phases from supply and installation of the entire solar street lamps in their earmarked points and insures safety around the given points .

### **Article 4 : Work plan**

The Contractor shall execute the work within a deadline of four (04) months as from the date of notification of the service order to start work.



### **Article 5 : Guarantee of works**

The Contractor shall take an engagement to supply/installed the solar street lamps with proposed accessories and to respect all the technical norms in force.

In case of an accident leading to the abandonment of any of the working site, the Contractor is not compelled to another site. The Contractor shall not be entitled to any remuneration for the abandoned structure site.

The obligations of the Contractor during the guarantee period consist of changing, or repairing the worn out parts or those that have been damaged due to an error by the manufacturer.

## **CHAPTER IV: METHOD OF EXECUTION**

### **Article 13: General Information.**

#### **13.1 Security at Worksite.**

The Contractor shall place at the entrance to work site signboards in bold letters indicating that work is underway and prohibiting the public and unauthorized persons from entering the work site. He shall be responsible for any accident that may occur on the work site or may be suffered by a third party, his staff and employees or officials of the Administration as a result of their presence on the work site. Organization of work and security on the work site shall therefore be the sole responsibility of the Contractor. Furthermore, the Contractor shall be bound by the labour legislation in Cameroon vis-à-vis his workers and the Administration. Moreover, his insurance policy shall cover any damages he could cause to any one during the execution of the job.

#### **13.2. Organization at Worksite.**

The success of this project largely depends on the perfect coordination of the different activities by the Contractor (the Supply and the installation of poles, lamps, batteries respecting the appropriate electric technics, the construction of the superstructures with good support systems, project sustainability). This coordination requires the strict respect of the execution plan of the installation Scheme which contains the outlined execution plans of the different activities.

The Enterprise shall place its Technical Director who shall be responsible to the Administration and on the worksite, the work execution shall be supervised by a Foreman who is well qualified and experienced in the domain of Electrical installations, and project sustainability. The execution plan should be conceived in such a way that the different phases will be done without any break.

The state of work progression shall be established monthly and if after two months, the progression rate is considered low, the Contractor will be asked to deploy additional means to the worksite so as to accelerate work progression and meet up with the deadline.

During the work execution, the Administration has the right to modify the work.

#### **13.3. Working Time**

The general conditions fixed for workers by the Cameroon Legislation also applies to the Contractor's workers in the worksite. There shall be no work at night.

### **Article 14 : Traffic**

The Contractor shall be responsible for ensuring that traffic is not obstructed on the entire stretch of his work site throughout the duration of the work, right up till provisional reception. No obstruction of traffic shall be allowed for more than two hours. Maintenance of traffic flow shall be the responsibility of the Contractor. In case of any breach of contract in this matter, the Control Engineer may bring in a third party to correct any shortcomings that may be impeding the traffic flow, and related expenses shall be borne by the Contractor.

Where interference of the traffic flow for a given period is inevitable, the Contract Engineer shall be informed of the situation at least 7 days in advance, so that he can seek the opinion of local Administrative authorities and get everything arranged beforehand.

In case a deviation has to be used, the contractor shall submit to the Contract Engineer for approval after consultation with local administrative authorities, the deviation route and his plan for maintaining the deviation throughout the duration of the works that have necessitated the deviation.

## **CHAPTER VI: WORK EVALUATION METHOD**

### **Article 23: Control of the Works.**

The supervision and control of the works shall be done by Follow-up Engineers under the coordination of the Contract Engineer.

### **Article 24: Worksite logbook.**

In order to carry out an effective follow-up of the execution of the project, the Contractor shall make available in the worksite a logbook on which shall be recorded everything concerning work progression. This log book will help the Controller, on arrival in the worksite, to exactly know the state of evolution of the project.

The book will be held by the "Recorder", an employee of the Enterprise, and that will be his sole task in the worksite. The Recorder shall always put in writing all the daily activities in this book, as operations evolve.

In this book shall be recorded the following informations:

- Name of worksite (name of village),
- Serial number of project in the Council,
- Dates and time of commencement of work,
- Numbers of street lamps,
- Length of distribution network,
- In short, all the technical details, incidents, breakdowns, difficulties specific to the evolution of the project, indicating the time these occurred.

The book shall be signed by the Representatives of the Administration and that of the Contractor, and shall serve as the basis for the establishment of vouchers.

Remarks and reserves made by the Contractor and/or the Administration shall be recorded in this book.

### **Article 25: Control and Supervision**

The control of works shall be carried out by a Contract and Follow-up Engineers and shall be based on the following items:

- Definition of the work plan and its execution calendar in agreement with the Contractor.
- Choice of the configuration of the network and superstructures (construction of valve chamber, standpipe etc.) depending on the landscape (topography).

### **Article 26: Calculation of the overall level of Realization.**

Each month, the overall level of realization shall be calculated using field data and the unit prices quoted by the Contractor in the Unit Price Schedule.



### **Article 27: Provisional Reception**

The materials to be used ought to undergo a qualitative provisional reception, which shall be based on the administrative and technical documents justifying the quality of the materials used are in conformity with the technical objectives.

This reception shall be later followed by a technical reception which shall take place at the worksite after the installation of solar lamps and after observing the whole system functioning, with each lamp lighting.

The decision taken during this reception does not liberate the Contractor from his engagements with respect to the deadline as well as the technical specifications. Any change of material that was proposed in the bid (type, characteristics, origin, etc.) before or after the conformity visit and during the execution of the project, is forbidden except authorized in writing by the Contracting Authority, following the application forwarded by the Contractor.

If the works are not in conformity with the specifications, the Contracting Authority can reject them and ask for their replacement or necessary modifications, without any extra charge for this.

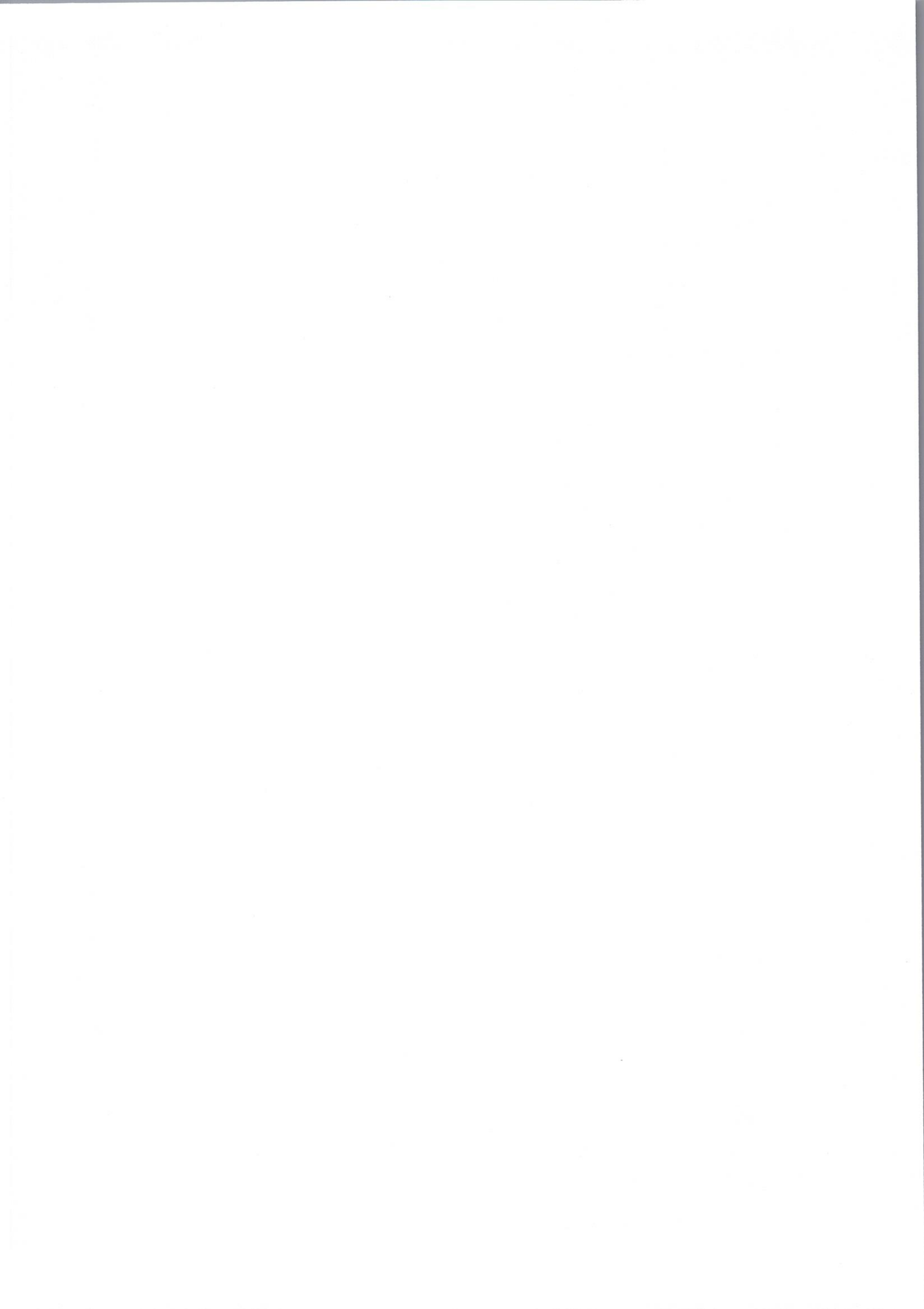
### **Article 28: Conditions for the Final reception**

The final reception shall be pronounced after the expiration of the guarantee date which comes one year after the provisional reception. There shall be no specific test during the final reception, but a test of the equipments used in exploiting the spring and a survey among the population to confirm the good working order of the Scheme during the one year guarantee period.

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

### **Article 29 Sanctions and penalties**

The contractor shall be sanctioned for poor work done and non-respect of technical specification, non-respect of work execution deadline as stipulated in the work document.





**Document N°. 6**  
**SCHEDULE OF UNIT PRICES**

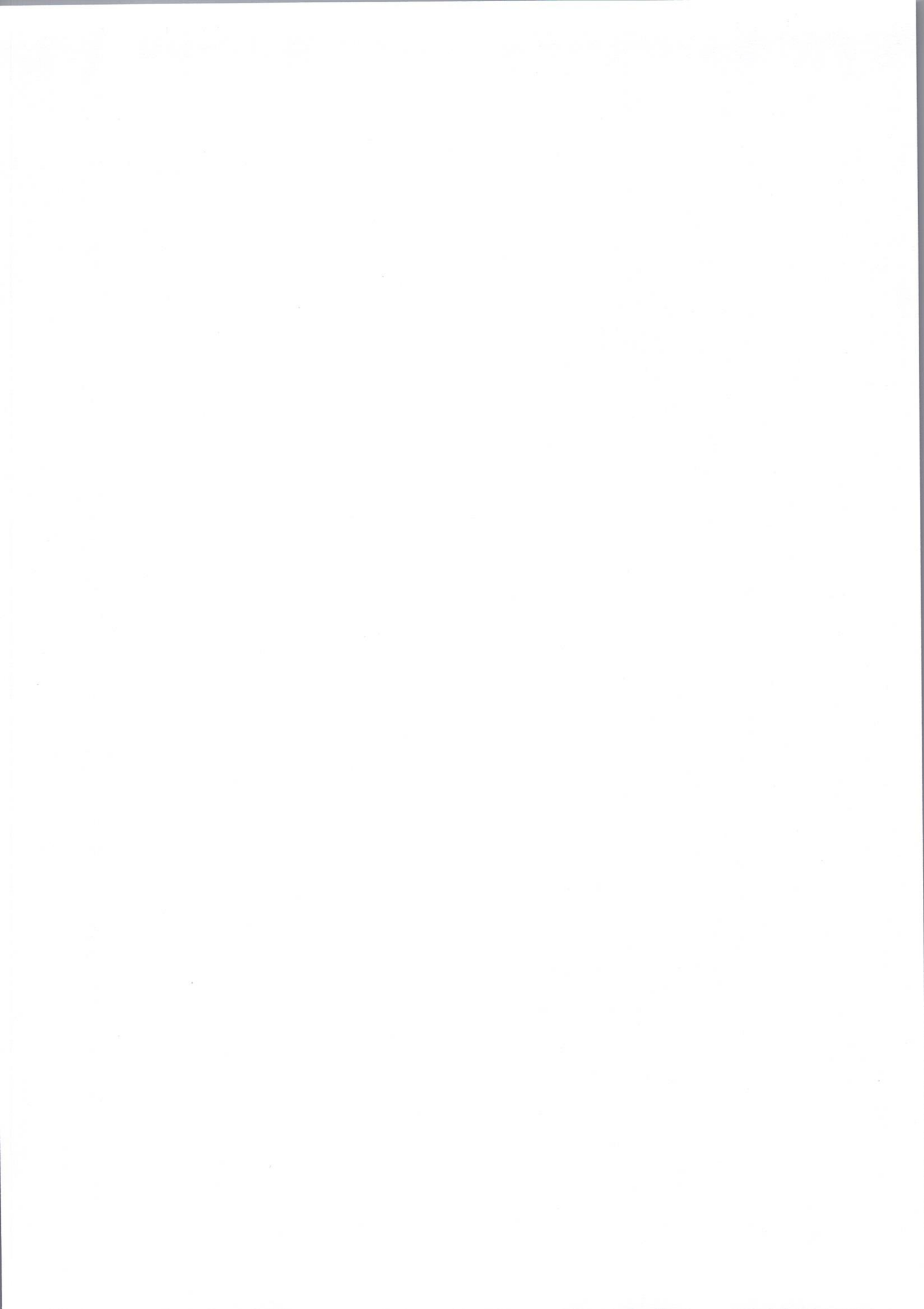
# INSTALLATION OF SOLAR STREET LIGHTS AT SOME STRATEGIC PUBLIC SPACES IN NJIKWA MUNICIPALITY OF MOMO DIVISION

## UNIT PRICE SCHEDULE

N°	DESIGNATION	UNIT	UNIT PRICE (FIGURES)	UNIT PRICE (IN LETTERS)
<b>100</b>	<b>PRELIMINARY WORKS</b>			
101	Preparation of working documents (5 copies)	LS		
102	Site Installation	LS		
	<b>SUB TOTAL 100</b>			
<b>200</b>	<b>CIVIL ENGINEERING WORKS</b>			
201	Studies and Pegging	U		
202	Excavation works	m <sup>3</sup>		
203	Supply and installation of 350kg/m <sup>3</sup> reinforced concrete pillar structure 50x50x100cm for footings	U		
	<b>SUB TOTAL 200</b>			
<b>300</b>	<b>INSTALLATION OF SOLAR STREET LIGHTING MODULES</b>			
301	Supply and installation of a double set of all-in-one solar street lights with a 12800lm LED lamp, 140w solar module, MPPT charge controller and LiFePO4 Lithium battery)	U		
302	Supply and installation a single set of all-in-one solar street lights with a 12800lm LED lamp, 140w solar module, MPPT charge controller and LiFePO4 Lithium battery)	U		
303	Supply and installation of painted galvanized steel pole with a single arm (height 8m, Ø ≥114mm) (Ref 44-006-180276)	U		
304	Supply and installation of painted galvanized steel pole with double arms (height 8m, Ø ≥114mm)	U		
306	Supply and installation of all assorted accessories and earthings	LS		
308	Labelling and numbering of poles	U		
	<b>SUB TOTAL 300</b>			
<b>400</b>	<b>SUNDRY SERVICES</b>			
401	Transportation of materials	LS		
402	Transportation of personnel	LS		
	<b>SUB TOTAL 400</b>			
	<b>TOTAL WITHOUT TAXES</b>			
	<b>VAT (19,25%)</b>			
	<b>AIR (2,2%)</b>			
	<b>TOTAL WITH TAXES</b>			

COMPANY:





# INSTALLATION OF SOLAR STREET LIGHTS AT SOME STRATEGIC PUBLIC SPACES IN NJIKWA MUNICIPALITY OF MOMO DIVISION

## UNIT PRICE SCHEDULE

N°	DESIGNATION	UNIT	UNIT PRICE (FIGURES)	UNIT PRICE (IN LETTERS)
<b>100</b>	<b>PRELIMINARY WORKS</b>			
101	Preparation of working documents (5 copies)	LS		
102	Site Installation	LS		
	<b>SUB TOTAL 100</b>			
<b>200</b>	<b>CIVIL ENGINEERING WORKS</b>			
201	Studies and Pegging	U		
202	Excavation works	m <sup>3</sup>		
203	Supply and installation of 350kg/m <sup>3</sup> reinforced concrete pillar structure 50x50x100cm for footings	U		
	<b>SUB TOTAL 200</b>			
<b>300</b>	<b>INSTALLATION OF SOLAR STREET LIGHTING MODULES</b>			
301	Supply and installation of a double set of all-in-one solar street lights with a 12800lm LED lamp, 140w solar module, MPPT charge controller and LiFePO4 Lithium battery)	U		
302	Supply and installation a single set of all-in-one solar street lights with a 12800lm LED lamp, 140w solar module, MPPT charge controller and LiFePO4 Lithium battery)	U		
303	Supply and installation of painted galvanized steel pole with a single arm (height 8m, Ø ≥114mm) (Ref 44-006-180276)	U		
304	Supply and installation of painted galvanized steel pole with double arms (height 8m, Ø ≥114mm)	U		
306	Supply and installation of all assorted accessories and earthings	LS		
308	Labelling and numbering of poles	U		
	<b>SUB TOTAL 300</b>			
<b>400</b>	<b>SUNDRY SERVICES</b>			
401	Transportation of materials	LS		
402	Transportation of personnel	LS		
	<b>SUB TOTAL 400</b>			
	<b>TOTAL WITHOUT TAXES</b>			
	<b>VAT (19,25%)</b>			
	<b>AIR (2,2%)</b>			
	<b>TOTAL WITH TAXES</b>			

COMPANY:



**Document N°. 7**  
**BILL OF QUANTITIES AND ESTIMATES**

**BILL OF QUANTITIES AND COST ESTIMATES FOR THE INSTALLATION OF SOLAR STREET LIGHTS AT  
SOME STRATEGIC PUBLIC SPACES IN NJIKWA MUNICIPALITY, MOMO DIVISION**

N°	DESIGNATION	UNIT	QTY	UNIT PRICE (FCFA)	TOTAL PRICE (FCFA)
<b>100</b>	<b>PRELIMINARY WORKS</b>				
101	Preparation of working documents (5 copies)	LS	1		
102	Site Installation	LS	1		
	<b>SUB TOTAL 100</b>				
<b>200</b>	<b>CIVIL ENGINEERING WORKS</b>				
201	Studies and Pegging	U	33		
202	Excavation works	m <sup>3</sup>	14.32		
203	Supply and installation of 350kg/m <sup>3</sup> reinforced concrete pillar structure 50x50x100cm for footings	U	33		
	<b>SUB TOTAL 200</b>				
<b>300</b>	<b>INSTALLATION OF SOLAR STREET LIGHTING MODULES</b>				
301	Supply and installation of a double set of all in one solar street lights with a 12800lm LED lamp, 140w solar module, MPPT charge controller and LiFePO4 Lithium battery)	U	5		
302	Supply and installation a single set of all in one solar street lights with a 12800lm LED lamp, 140w solar module, MPPT charge controller and LiFePO4 Lithium battery)	U	28		
303	Supply and installation of painted galvanized steel pole with a single arm (height 8m, Ø ≥114mm) (Ref 44-006-180276)	U	28		
304	Supply and installation of painted galvanized steel pole with double arms (height 8m, Ø ≥114mm)	U	5		
306	Supply and installation of all assorted accessories and earthings	LS	1		
308	Labelling and numbering of poles	U	33		
	<b>SUB TOTAL 300</b>				
<b>400</b>	<b>SUNDRY SERVICES</b>				
401	Transportation of materials	LS	1		
402	Transportation of personnel	LS	1		
	<b>SUB TOTAL 400</b>				
	<b>TOTAL WITHOUT TAXES</b>				
	<b>VAT (19,25%)</b>				
	<b>AIR (2,2%)</b>				
	<b>TOTAL WITH TAXES</b>				

The present bill is fixed at the sum all taxes inclusive of .....



**Document N° 8**  
**SUB-DETAIL OF PRICES**

## SUBDETAILS OF PRICES

Price N° .....  
 Designation of work.....  
 Unit .....  
 Quantity .....  
 Daily output .....  
 Duration of execution .....

DESIGNATION :					
No	Daily out put	Total quantity	Unit	Duration of activity	
WORKMAN SHIP	Category	No	Daily wage	Days break up	Amount
TOTAL A					
AND EQUIPMENT/MECHINES	Type	No	Daily rate	Days break up	Amount
TOTAL B					
MATERIAL MISCELLANEOUS	Type	Unit	Unit cost	Quantity	Amount
TOTAL C					
D	DIRECT TOTAL COST			A+B+C	
E	GENERAL SITE EXPENSES			Dx%	
F	GENERAL OFFICE EXPENSES			Dx%	
G	NET COST			D+E+F	
H	RISK + BENEFITS			Gx%	
P	TOTAL COST (HT)			G+H	
V	UNIT COST (HT)			P/Q'TY	



**Document N° 9**  
**MODEL CONTRACT**

RÉPUBLIQUE DU CAMEROUN  
Paix – Travail – Patrie

MINISTÈRE DE LA DÉCENTRALISATION ET DU  
DEVELOPPEMENT LOCAL

RÉGION DU NORD OUEST

DÉPARTEMENTALE DE LA MOMO

COMMUNE DE NJIKWA



REPUBLIC OF CAMEROON  
PeNCE – Work – Fatherland

MINISTRY OF DECENTRALISATION AND  
LOCAL DEVELOPMENT

NORTH WEST REGION

MOMO DIVISION

NJIKWA COUNCIL

CONTRACT N° \_\_\_\_\_ C/NC/ITB/2024 OF .....2024

Awarded after OPEN NATIONAL INVITATION TO TENDER N° \_\_\_\_/ ONIT/NC/ITB/2024 OF  
\_\_\_\_/\_\_\_\_/2024 FOR THE INSTALLATION OF SOLAR STREET LIGHTS AT SOME STRATEGIC PUBLIC  
SPACES IN NJIKWA MUNICIPALITY, MOMO DIVISION.

Project Owner: THE LORD MAYOR OF NJIKWA COUNCIL  
Tel : .....

**HOLDER :**

P.O. Box \_\_\_\_\_, Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Business Registry N° \_\_\_\_\_ at  
Taxpayer's No. \_\_\_\_\_

**SUBJECT :** Execution of \_\_\_\_\_ works;

**PLACE :** \_\_\_\_\_

**EXECUTION DEADLINE :** \_\_\_\_\_ ( \_\_\_\_\_ ) months

**AMOUNT IN CFA F:**

IAT	
EVAT	
VAT (19.25%)	
AIR (Income tax) (2.2%)	
Net to be paid	

**FINANCING** : [indicate the source of financing]

**BUDGET HEAD** : [to be completed]

SUBSCRIBED ON: \_\_\_\_\_  
SIGNED ON: \_\_\_\_\_  
NOTIFIED ON: \_\_\_\_\_  
REGISTERED ON: \_\_\_\_\_



**Between:**

The Government of the Republic of Cameroon, represented by \_\_\_\_\_ hereinafter referred to the "Contracting Authority"

**On the one hand,**

**And**

\_\_\_\_\_(enterprise)  
P.O. Box \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_  
Business Registry No. \_\_\_\_\_  
Taxpayer's No. \_\_\_\_\_

Represented by M \_\_\_\_\_, its General Manager, hereinafter referred to as the "Contractor"

**On the other hand,**

Agree on the following:

## **Summary**

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates



Page \_\_\_\_\_ and last of Contract N° \_\_\_\_\_ C/NC/ITB/2024 OF .....2024  
 Awarded after Open National Invitation to Tender No 11/ONIT/NCITB/NC/2024 for the installation of  
 solar street lights at some strategic public spaces in Njikwa municipality, Njikwa Subdivision, Momo Division.

With \_\_\_\_\_,

For the execution of \_\_\_\_\_ works

**EXECUTION DEADLINE** \_\_\_\_\_ (\_\_\_\_\_) months

**Amount of Contract in CFA F:**

IAT	
EVAT	
VAT (19.25)	
AIR (2.2 or 5.5 %)	
Net to be paid	

**Read and accepted by the Contractor**

(place of signature) \_\_\_\_\_ (date)

**Signature of Delegated Contracting Authority**

(place of signature) \_\_\_\_\_ (date)

**Registration**

**Document N°. 10**

**FORMS AND MODELS TO BE USED BY  
BIDDERS**



## TABLE OF MODELS

- Annex N° 1: Model of declaration to Tender
- Annex N° 2: Model Bid
- Annex N° 3: Model Bid Bond
- Annex N° 4: Model Final Bond
- Annex N° 5: Model Retention fund (Guarantee Retention)
- Annex N° 6: Schedule framework
- Annex N° 7: Model attestation of site visit
- Annex N° 8: Model site visit report
- Annex N° 9: Model table of reference
- Annex N° 10: Model table of equipment

## Annex N° 1: MODEL OF DECLARATION TO TENDER

### DECLARATION OF THE INTENTION TO TENDER

I the undersigned, .....(indicate the name and capacity of signatory),

Nationality .....

Representing the ..... company or enterprise or group with head office at .....

..... registered in the trade register of ..... Under the number .....

In my capacity as .....of .....PO box....., hereby acknowledge receipt of the file for Open National Invitation to Tender N° ..... for the

And hereby declare my intention to tender for the said contract.

Done at .....

Signature of .....

In the capacity of .....

Duly authorized to sign the tenders on behalf of .....

## Annex N° 2: MODEL BID

I the undersigned, .....(indicate the name and capacity of signatory)  
Representing the ..... company or enterprise or group with head office at .....  
..... registered in the trade register of ..... Under the number .....

Having taken cognizance of all the documents featured or mentioned in the Tender file: tender N°  
\_\_\_/ONIT/NC/ITB/2024 OF \_\_\_/\_\_\_/2024 for the installation of solar street lights at some strategic public  
spaces in Njikwa municipality, Momo Division of the North West Region.

after having personally taking account of the situation of the site and evaluated from my point of view and  
under my responsibility, the nature and difficulty of the works to be carried out;

- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File;
- Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices reveal the amount of the tender at ..... (in figures and words) CFAF exclusive of VAT and at ..... (in figures and in words) CFAF inclusive of all taxes.
- I pledge to execute the works within a deadline of ..... months.
- I pledge to maintain my offer for a duration of **One Twenty (120)** days from the deadline of submission of tenders;

The Contracting Authority shall pay the sums due for this Contract by crediting Account N°:.....  
Open in ..... Bank ..... Branch.

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

Done at .....

Signature of .....

In the capacity of .....

Duly authorized to sign the tenders on behalf of  
.....



### Annex N° 3: MODEL BID BOND

Addressed to the Contracting Authority

Whereas the undertaking ..... Hereinafter referred to as the "bidder" has submitted his tender on ..... for the installation of solar street lights at some strategic public spaces in Njikwa municipality, Momo Division of the North West Region, hereinafter referred to as "the tender" and to which must be attached a bid bond equivalent to .....CFAF.

We ..... (name and address of the bank), represented by ..... (names of signatories), hereinafter referred to as "the Bank" hereby declare to guarantee payment to the Delegated Contracting Authority of the maximum sum of ....., that the bank pledges to pay in full to the Contracting Authority, bidding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the Bidder withdraws his offer during the validity period specified by the Bidder in the tender; or

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 (final bond) 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 first 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 one 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. Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.

Signed and authenticated by the bank

at ....., on .....

(Bank's signature)

### Annex N° 3: MODEL BID BOND

Addressed to the Contracting Authority

Whereas the undertaking ..... Hereinafter referred to as the "bidder" has submitted his tender on ..... for the installation of solar street lights at some strategic public spaces in Njikwa municipality, Momo Division of the North West Region, hereinafter referred to as "the tender" and to which must be attached a bid bond equivalent to .....CFAF.

We ..... (name and address of the bank), represented by ..... (names of signatories), hereinafter referred to as "the Bank" hereby declare to guarantee payment to the Delegated Contracting Authority of the maximum sum of ....., that the bank pledges to pay in full to the Contracting Authority, bidding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the Bidder withdraws his offer during the validity period specified by the Bidder in the tender; or

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 (final bond) 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 first 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 one 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. Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.

Signed and authenticated by the bank

at ....., on .....

(Bank's signature)



#### Annex N° 4: MODEL FINAL BOND

Bank: .....

Reference of the Bond N°: .....

Addressed to the Mayor of NJIKWA Council "Contracting Authority"

Whereas ..... (Name and address of Contractor) hereinafter referred to "the Contractor", pledge, in execution of the Contract, to carry out the works of the installation of solar street lights at some strategic public spaces in Njikwa municipality, Momo Division of the North West Region..

Whereas it is stipulated in the Contract that the Contractor shall furnish the Delegated Contracting Authority a final bond of two percent (2%) of the amount of the Contract as security for compliance with the Contractor's performance obligations in accordance with the Contract.

Whereas we have agreed to provide the Contractor with this guarantee;

We, ..... (name and address of bank),

Represented by ..... (name of signatories)

hereinafter referred to as "the Bank", and we pledge to pay to the Delegated Contracting Authority within a maximum deadline of eight (8) weeks upon his simple written request declaring that the Contractor has not fulfilled his contractual obligations, without being able to defer the payment nor raise any contest for whatever reason, the sum of ..... (in letters and in words).

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

This bond shall enter into force upon signature. It shall be released within thirty (30) days from the date of the Provisional Reception of the works.

After this date the caution shall no longer be valid and shall be returned to us without any request on our part.

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

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

Signed and authenticated by the bank at ..... on .....  
[signature of the bank]



## Annex N° 5: MODEL OF PERFORMANCE BOND (GUARANTEE RETENTION)

Bank: .....

Reference of the Bond N°: .....

Addressed to the Mayor of NJIKWA Council

Hereinafter referred to as "The Contracting Authority"

Whereas ..... (name and address of Contractor) hereinafter referred to "the Contractor", pledge, in execution of the Contract, to carry out the works of for the installation of solar street lights at some strategic public spaces in Njikwa municipality, Momo Division of the North West Region.

Whereas it is stipulated in the Contract that the Guarantee Retention fixed at ten percent (10%) of the amount of the Contract may be replaced by a joint guarantee;

Whereas we have agreed to provide the Contractor with this guarantee;

We, ..... (name and address of bank),

Represented by ..... (name of signatories) and hereinafter referred to as "the Bank";

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the Contracting Authority for a maximum amount of ..... (in figures and in letters) corresponding to ten percent (10%) of the Jobbing Order amount.

And we pledge to pay to the Delegated Contracting Authority within a maximum deadline of eight (8) weeks upon his simple written request declaring that the contractor has not fulfilled his contractual obligations or is indebted to the Contracting Authority within the meaning of the contract, amended where need be, by its additional clauses, without being able to defer the payment nor raise any contest for whatever reason, any sum(s) within the limits of the amount equal to ten percent (10%) of the total amount of the works featuring in the final detailed account, without the Contracting Authority having to prove or give the reasons nor the motive for the amount of the sum indicated above.

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

This bond shall enter into force upon signature. It shall be released within thirty (30) days from the date of the final acceptance of the works and upon released issued by the Contracting Authority.

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

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

Signed and authenticated by the bank at ..... on .....

[signature of the bank]

## **ANNEX N° 6: SCHEDULE FRAMEWORK**

### **Note on the presentation of schedules**

The quantities, daily outputs, the duration of execution of works and the slowdowns or even the due interruptions must be clearly brought out in the schedules.

The financial schedules resulting from the schedules of works must indicate month by month, the estimated amounts of the detailed accounts of works by item and cumulatively by taking into account the incidence of rainy seasons for the basic solution and possibly variant solution.

**Annex N° 7: MODEL ATTESTATION OF SITE VISIT**

**LETTER HEAD HERE**

TO WHOM IT MAY CONCERN

**ATTESTATION OF SITE VISIT**

This is to testify that Mr

.....

Manager/Technical Director/Engineer of .....

Has effectively visited the site for .....

.....

..... in view to tender for the said project.

This attestation is issued to serve the purpose for which it is intended for.

The Director



**Annex N° 7: MODEL ATTESTATION OF SITE VISIT**

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The Director

## Annex N° 8: MODEL SITE VISIT REPORT

### I) INTRODUCTION

TENDER N°.....

NAME OF THE ENTERPRISE: .....

DATE: .....

### II) COMMENTARY

1- Nature of the project site:

2- Accessibility to the project site:

3- Vegetation:

4- Topography of the site:

### III) AVAILABILITY OF SERVICES

### IV) AVAILABILITY OF MATERIALS

### V) DIFFICULTIES

### VI) CONCLUSION

Signature of the contractors' engineer

**Annex N° 9: MODEL TABLE OF REFERENCE**

**LIST OF ELECTRIFICATION PROJECTS EXECUTED BY THE COMPANY**

N°	YEAR	NAME OF THE PROJECT	NAME OF THE PROJECT OWNER	CONTRACT AMOUNT	CONTRACT DURATION	DATE OF ACCEPTANCE

DONE ON .....AT .....

Mr.....

SIGNATURE .....



**Annex N° 10: MODEL TABLE OF EQUIPMENT**

**LIST OF EQUIPMENT AND MATERIALS AVAILABLE FOR THE  
(project name).....**

N°	DESIGNATION OF THE EQUIPMENT	DESCRIPTION, MARK	AGE AND STATE	NUMBER AVAILABLE	OWNER OR NOT

DONE ON .....AT .....

Mr.....

SIGNATURE .....

**ANNEX No. 6: Framework of schedules**

<b>DESIGNATION :</b>					
<b>No</b>	<b>Daily out put</b>		<b>Total quantity</b>	<b>Unit</b>	<b>Duration of activity</b>
<b>WORKMAN SHIP</b>	<b>Category</b>	<b>No</b>	<b>Daily wage</b>	<b>Days break up</b>	<b>Amount</b>
<b>TOTAL A</b>					
<b>EQUIPMENT/MACHINES</b>	<b>Type</b>	<b>No</b>	<b>Daily rate</b>	<b>Days break up</b>	<b>Amount</b>
<b>TOTAL B</b>					
<b>MATERIAL AND MISCELLANEOUS</b>	<b>Type</b>	<b>Unit</b>	<b>Unit cost</b>	<b>Quantity</b>	<b>Amount</b>
<b>TOTAL C</b>					
<b>D</b>	<b>DIRECT TOTAL COST</b>			<b>A+B+C</b>	
<b>E</b>	<b>GENERAL SITE EXPENSES</b>			<b>Dx%</b>	
<b>F</b>	<b>GENERAL OFFICE EXPENSES</b>			<b>Dx%</b>	
<b>G</b>	<b>NET COST</b>			<b>D+E+F</b>	
<b>H</b>	<b>RISK + BENEFITS</b>			<b>Gx%</b>	
<b>P</b>	<b>TOTAL COST (HT)</b>			<b>G+H</b>	
<b>V</b>	<b>UNIT COST (HT)</b>			<b>P/Q'TY</b>	

**Document N°. 11**  
**PRELIMINARY STUDIES**



**Document N<sup>o</sup>. 11**  
**PRELIMINARY STUDIES**

## **Note on preliminary studies**

In accordance with the Public Contracts Code, the Project Owner or Delegated Project Owner must, prior to commencing the procedure to award Contracts or refer to the competent Tenders Board, ensure that draft Tender Files are prepared based on preliminary studies.

These studies must be required during the examination of the Tender File (TF) by the Tenders Board.

The Project Owner is bound to fill the questionnaire in annex 1 accompanied by justifications of the said studies.

### **Annex N°. 7: Justification of preliminary studies**

1. Attach the preliminary studies.

2. Indicate

2.1. The date studies were carried out;

2.2. The name of the Public or private Project Manager

2.3. References of the Contract, if Private Manager carried it out;

2.4. If maintenance works

2.4.1 Description of the studies;

2.4.2 Attach the outline of the itinerary bringing out readings of degradations as well as the approved programming documents.

2.5 Rehabilitation or new works

2.5.1 Are quantities in the quotations the same as those of the studies?

2.5.2 Description of studies: Draft Preliminary Study, Detailed Preliminary Study;

2.5.3 Attach the said studies.

N.B. For services of less scope, the Project Owner may furnish a justification of calculation of quantities of the Tender File.

- *The chairperson of the Tenders Board may, before taking a decision, seek expert advice on the quality of the studies.*

## **Document N°.12**

### **LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES AUTHORISED TO ISSUE BONDS FOR PUBLIC CONTRACTS**

#### **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 Cameroun (SGC)
10. Standard Chartered Bank Cameroon (SCBC)
11. Union Bank of Cameroon PLC (SCBC)
12. United Bank for Africa (UBA)
13. Bank of Africa Cameroun (BOA-C)
14. Credit Communautaire d'Afrique (CCA)
15. BGFI. Banque Gabonaise pour le financement International
16. Banque Camerounaise des PME. IBEPME

#### **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.
4. Area Assurance
5. Atlantique Assurance
6. Beneficial General Insurance
7. CPA Sa
8. NSIA Assurance
9. Pro- Assurance
10. SAAR Assurance
11. SAHAM Assurance



# **Document N°.12**

## **LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES AUTHORISED TO ISSUE BONDS FOR PUBLIC CONTRACTS**

### **BANKS**

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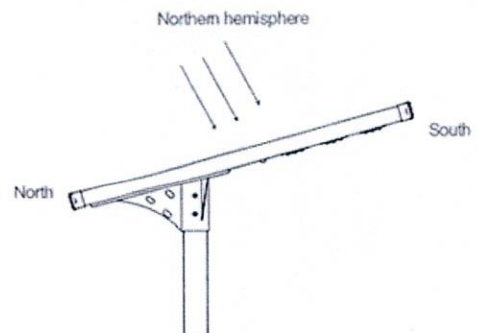
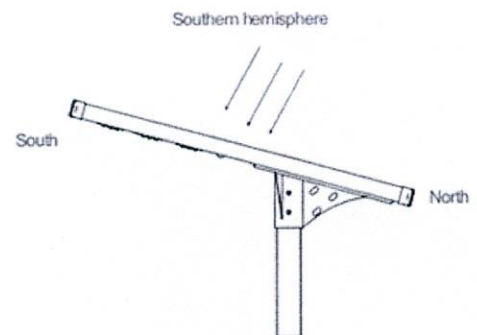
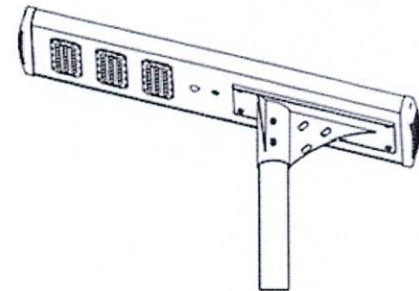
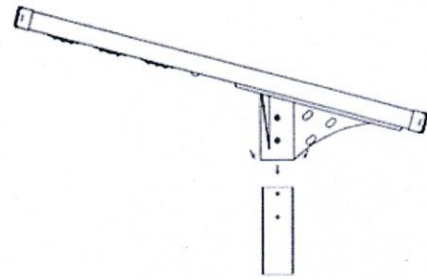
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7. CPA Sa
8. NSIA Assurance
9. Pro- Assurance
10. SAAR Assurance
11. SAHAM Assurance

# PLANS



**Double arm street light**



**Single arm street light**



## EVALUATION GRID

### OPEN NATIONAL INVITATION TO TENDER N° 11/ONIT/NCITB/NC/2024 OF 11/04/2024 FOR THE INSTALLATION OF SOLAR STREET LIGHTS AT SOME STRATEGIC PUBLIC SPACES IN NJIKWA MUNICIPALITY, MOMO DIVISION OF THE NORTH WEST REGION.

#### ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder) with a fiscal stamp.
A.3	Certificate of non-bankruptcy established by the Court of 1 <sup>st</sup> instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of Tender File of <b>one hundred (100,000) CFAF</b> issued by COUNCIL treasury
A.6	A bid bond of <b>one million (1,00,000) CFAF</b> issued by a first rate-financial institution approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contracts Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.
A.9	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.
A.10	Certified Copy of a valid taxpayer's card, delivered by the chief of center of Taxes.
A.11	Plan and attestation of location of the Company signed by the Chief of Taxation
A.12	Power of attorney if necessary
A.13	Special Technical Clauses initialed in all the pages and signed at the last page
A.14	Special Administrative Clauses completed and initialed in all the pages and signed at the last page

**In the absence or in case of non-conformity of the one of these documents, the bidder will be given 48hrs to provide the said document failure of which it will result to the elimination of the offer.**

The second Internal Envelope shall be labeled <<ENVELOPE B: TECHNICAL DOCUMENT>> and shall contain the following:

<b>General presentation of bids</b>	
- Presence of all documents .....	yes/no
- Properly bound.....	yes/no
- Table of content .....	yes/no
- Separators in colour apart from white.....	yes/no
- Order prescribed respected.....	yes/no
- Clearness of the documents.....	yes/no
<b>TOTAL 1</b>	<b>/6</b>
<b>a. The company references</b>	
References of the company in solar electrification works or similar works for the past five years:	



- At least 02 certified copy of similar contract with bill of quantities and cost estimates visa and legalized by a competent administrative authority (1 <sup>st</sup> page, bill of quantities and last page)	yes/no
- Minutes of final reception for works realized before 2023 and provisional reception for works realized in 2023.	yes/no
<b>TOTAL 2</b>	<b>/3</b>
<b>b. Equipment</b>	
- Proof of ownership or hire of a yarp truck .....	yes/no
- Proof of ownership or hire of a 4x4 pick-up vehicle in good operating condition .....	yes/no
- Proof of ownership or hire of a concrete vibrator.....	yes/no
- Proof of ownership of wheel barrow.....	Yes/no
- Proof of ownership of GPS device .....	yes/no
- Proof of ownership of an electrical tool kit comprising: climbers, spades, dig axes, drill, service cord, set of screws drivers, pegging markers, fork, signalling cones, pliers.	yes/no
<b>TOTAL 3</b>	<b>/6</b>
<b>c. Qualification of site personnel</b>	
- Organizational Chart of the enterprise.....	yes/no
- Organizational Chart of site with comments .....	yes/no
<b>Works Director: Electrical or Rural Engineer with at least 05 yrs experience</b>	
- Diploma of work Director certified.....	yes/no
- CV signed and dated by works Director.....	yes/no
- Professional experience of works Director at least five years.....	yes/no
- Attestation of availability dully signed by the bearer .....	yes/no
- Attestation of presentation of originals .....	yes/no
<b>Site foreman: Senior Electrical Engineering technician with at least 03 yrs experience</b>	
- Certified copy of certificate of Foreman.....	yes/no
- CV signed and dated by site foreman.....	yes/no
- Professional experience of site foreman at least three years .....	yes/no
- Attestation of availability .....	yes/no
- attestation of presentation of originals .....	yes/no
<b>Chief technician; at least BAC in electricity and at least 03 yrs of experience</b>	
- Certified copy of diploma .....	yes/no
- CV signed and dated .....	yes/no
- Attestation of availability .....	yes/no
- Attestation of presentation of originals .....	yes/no
- Professional experience of chief technician at least three years .....	yes/no
<b>TOTAL 4</b>	<b>/17</b>
<b>d The methodology of intervention and execution of work</b>	
- Site Visit report signed and dated, plus 3 pictures each by the bidder.....	yes/no



- Detailed technical note on the organization and execution of works.....	yes/no
- Coherence of synchronized Planning of execution of works.....	yes/no
- Coherence of individual protection plan (IPP) within the project site.....	yes/no
- Coherence of the General Security and Safety Plan (GSSP) within the project site.....	yes/no
- Description of the socio - environment measures for the site protection.....	yes/no
- Attestation of site visit signed by the Mayor of Njikwa or signed on honour by the bidder ..	yes/no
- Coherence in the planning of execution.....	yes/no
- Plan of supply of materials.....	yes/no
- Detailed manpower deployment plan.....	yes/no
- Technical note drawn from site observations and recommendations.....	yes/no
<b>TOTAL 5</b>	<b>/12</b>
<b>e- Pre-financing</b>	
Attestation of credibility shall be at least 65% of the bid price.....	yes/no
<b>TOTAL</b>	<b>/1</b>
<b>TOTAL = TOTAL1 + TOTAL2+ TOTAL3+ TOTAL4+ TOTAL5 + TOTAL6</b>	<b>/44</b>

### ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.
C1	A submission letter, signed, dated and stamped. (see ANNEX 2)
C2	Completed and signed frame work of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)
C4	Sub details of unit prices

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

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

#### **B. Eliminatory criteria**

1. Absence of bid bond in the administrative file;
2. Deadline for delivery higher than prescribed;
3. False declaration or falsified documents;
4. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
5. Incomplete financial file;
6. Change of quantity or unit;
7. Non respect of **33/44 (75%)** of essential criteria;
8. Suspended by MINMAP in 2024.
9. Lack of tender purchase receipt.

#### **C. Essential criteria**

- 1- General presentation of the Tender Files;
- 2- Financial capacity of 25% of amount ATI;

- Detailed technical note on the organization and execution of works.....	yes/no
- Coherence of synchronized Planning of execution of works.....	yes/no
- Coherence of individual protection plan (IPP) within the project site.....	yes/no
- Coherence of the General Security and Safety Plan (GSSP) within the project site.....	yes/no
- Description of the socio - environment measures for the site protection.....	yes/no
- Attestation of site visit signed by the Mayor of Njikwa or signed on honour by the bidder ..	yes/no
- Coherence in the planning of execution.....	yes/no
- Plan of supply of materials.....	yes/no
- Detailed manpower deployment plan.....	yes/no
-Technical note drawn from site observations and recommendations.....	yes/no
<b>TOTAL 5</b>	<b>/12</b>
<b>e- Pre-financing</b>	
Attestation of credibility shall be at least 65% of the bid price.....	yes/no
<b>TOTAL</b>	<b>/1</b>
<b>TOTAL = TOTAL1 + TOTAL2+ TOTAL3+ TOTAL4+ TOTAL5 + TOTAL6</b>	<b>/44</b>

### ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.
C1	A submission letter, signed, dated and stamped. (see ANNEX 2)
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**This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 75% of the essential criteria taken in account.**

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

#### **B. Eliminatory criteria**

1. Absence of bid bond in the administrative file;
2. Deadline for delivery higher than prescribed;
3. False declaration or falsified documents;
4. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
5. Incomplete financial file;
6. Change of quantity or unit;
7. Non respect of **33/44 (75%)** of essential criteria;
8. Suspended by MINMAP in 2024.
9. Lack of tender purchase receipt.

#### **C. Essential criteria**

- 1- General presentation of the Tender Files;
- 2- Financial capacity of 25% of amount ATI;



- 3- References of the company in similar achievements;
- 4- Quality of the personnel ;
- 5- Technical organization of the works;
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation and report of site visit;
- 9- Special Technical Clauses initialed in all the pages;
- 10-Special Administrative Clauses completed and initialed in all the pages.

**11. Main qualification criteria**

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

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

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

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