

REPUBLIC OF CAMEROON  
Peace-work-fatherland  
MINISTRY OF DECENTRALISATION  
AND LOCAL DEVELOPMENT

North West Region  
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REPUBLIQUE DU CAMEROUN  
Paix-Travail-Patrie  
MINISTRE DE LA DECENTRALISATION  
ET DU DEVELOPPEMENT LOCAL

Region du Nord-Ouest  
Department de Bui  
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## MBIAME COUNCIL INTERNAL TENDERS BOARD

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### OPENED NATIONAL INVITATION TO TENDER FILE

#### TENDER FILE

**N° 08/ONIT/MINDDEVEL/BU/MC/MCITB/2026 OF 13/02/2026**

FOR THE SUPPLY AND INSTALLATION OF FORTY NINE (49) PUBLIC LIGHTING BASED ON SOLAR PANEL POWER FROM REEH OLD MARKET TO CATHOLIC MISSION JUNCTION AND NJANAWA – KIKPUKEWAYI IN MBIAME MBVEN SUB DIVISION, BUI DIVISION OF THE NORTH WEST REGION

NAME OF PROJECT	AMOUNT OF PROJECT	AMOUNT OF BID BOND	COST OF TENDER FILE	DURATION IN MONTHS
THE SUPPLY AND INSTALLATION OF FORTY NINE (49) PUBLIC LIGHTING BASED ON SOLAR PANEL POWER FROM REEH OLD MARKET TO CATHOLIC MISSION JUNCTION AND NJANAWA – KIKPUKEWAYI IN MBIAME MBVEN SUB DIVISION, BUI DIVISION OF THE NORTH WEST REGION.	62,000, 000 CFA F	1,240,000 CFAF	62 000 CFA F	05

**PROJECT OWNER: THE MAYOR OF MBIAME COUNCIL**

**FUNDING: MINDDEVEL PIB 2026**

**AUTHORIZATION N°:** \_\_\_\_\_

**IMPUTATION:** \_\_\_\_\_

\_\_\_\_\_  
**FINANCIAL YEAR 2026**  
\_\_\_\_\_

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**Document N° 1**  
**TENDER NOTICE**

**5. Bid bond**

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment or an insurance company approved by the Ministry in charge of Finance and whose list is found in document N° 12 of the Tender File of an amount of **1,240, 000 francs CFA (ONE MILLION, TWO HUNDRED AND FORTY THOUSAND FCFA)** and valid for thirty (30) days beyond the date of validity of bids

**6. Consultation of Tender File:**

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

**10. Acquisition of Tender File:**

The file may be obtained from the MBIAME Council Contract Award Service as soon as it is published against payment of the non-refundable sum of **62 000 CFA francs (SIXTY TWO thousand Francs CFA)**, payable at a mbiame council Treasury, representing the cost of purchasing the Tender File.

**11. Submission of bids:**

Each offer drafted in English or French in 07 (seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Mbiame Council Contract Award Service not later than **19/03/2026 at 10:00 am** local time and should carry the inscription:

**<< OPENED NATIONAL INVITATION TO TENDER**

**N° 08/ ONIT/MINDDEVEL/BU/MC/MCITB/2026 OF13/02/2026**

**FOR THE** Supply and installation of FORTY NINE (49) public lighting based on solar panel power from Reeh old market to catholic mission junction and Njanawa – Kikpukewaiy in mbiame Mbven Sub Division, Bui Division of the North West Region.

***"To be opened only during the bid-opening session"***

**12. Admissibility of bids**

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

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

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

**13. Opening of bids:**

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the **19/03/2026 at 11: 00AM** local time, in the conference hall of the Mbiame Council Contract Award Service, by the competent members. Only bidders may attend or be represented by duly mandated persons of their choice and having a good knowledge of their files.

**14. Evaluation criteria**

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

**A. Eliminatory criteria**

1. Deadline for delivery higher than prescribed;
2. False declaration or falsified documents;
3. Absence or insufficient bid bond;
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 **75%** of essential criteria;
8. Certificates of categorization of companies

**B. Essential criteria**

- 1- General presentation of the Tender;
- 2- Financial capacity;
- 3- References of the company in similar achievements visa by the competent authority;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Safety measures on the site;



- 7- Logistics;
- 8- Attestation of site visit duly signed by honour of the bidder.
- 9- Special Technical Clauses initialed in all the pages;
- 10- Special Administrative Clauses completed and initialed in all the pages.

**15. Award**

This evaluation will be done in a positive way (**yes**) or (**no**) with an acceptable minimum of **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.

**16. Validity of bids**

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

**17. Complementary information**

Complementary technical information may be obtained during working hours from the Mbiame Council Contract Award Service Mbiame. 675 99 99 64 / 671 92 54 41

Mbiame the **13 FEB 2026**

The Lord Mayor of Mbiame Council

(The Contracting Authority)



*Barboye William Sewong*

**Copies:**

- ARMP BAMENDA
- DD MINEE/BUI
- DD MINMAP-BUI
- Chairperson of MCITB
- Notice Board
- File/archives



## AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 08/AONO/CIPM/CM/BUI/RNO/2026 DU 13/02/2026 POUR fourniture et installation de quarante neuf (49) éclairages publics alimentés par panneaux solaires du vieux marché de Reeh jusqu'au carrefour de la mission catholique et Njanawa – Kikpukewaiy dans la sous division de Mbiame, division de Bui, dans la région du Nord-Oues.

**Financement : Budget d'Investissement Public 2026**

### 1. Objet de l'Appel d'Offre

Dans le cadre de l'exercice budgétaire 2026, le maire de la commune de Mbiame, Autorité Contractante lance un Appel d'Offres National pour fourniture et installation de quarante neuf (49) éclairages publics alimentés par panneaux solaires du vieux marché de Reeh jusqu'au carrefour de la mission catholique et Njanawa – Kikpukewaiy dans la sousdivision de Mbiame, division de Bui, dans la région du Nord-Oues

### 2. Consistance des travaux

Les prestations comprennent les opérations suivantes :

- The non-corrosive metal basement,
- The non-corrosive metal pool (8m height),
- The solar panel (British mark),
- The rechargeable battery and devices (British mark),
- The non-corrosive bulb's heads,
- The fluorescent bulb (100 watt),

The required cables and plugging devices including the timer

### 3. Délais d'exécution

Le délai maximum prévu le Maître d'Ouvrage pour la réalisation des travaux objet du présent appel d'offres est de **cent cinquante jours**.

### 4. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de soixante deux MILLION FCFA francs CFA (**62,000,000 FCFA**)

### 5. Participation et origine

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

### 6. Financement

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Publics 2026 de MINDEVEL sur les lignes d'imputation budgétaire \_\_\_\_\_

### Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO, d'un montant de UN MILLION, DEUX CEN QUARANTE MILLE, **FCFA (1,240 000 FCFA)** et valable pendant trente (30) jours au-delà de la date originale de validité des offres.

### 7. Consultation du Dossier d'Appel d'Offres

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables au Commune de Mbiame, Service de Passation des Marchés Publics dès Publication du présent avis

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

Le dossier peut être obtenu aux heures ouvrables à Commune de Mbiame Service de Passation des Marchés Publics dès Publication du présent avis, contre présentation d'une quittance de versement au Trésorerie municipale de Mbiame de la somme non remboursable de **F CFA 62 000 (soixante deux mille francs CFA)**.

**9. Remise des offres**

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, devra parvenir contre récépissé à la commune de Mbiame service de passation des marchés public au plus tard **le 19/03/2026 à 10 h 00**, heure locale et devra porter la mention suivante:

**<< AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°08 /AONO/CIPM/CM/BUI/RNO/2026 DU 13/02/2026 POUR fourniture et installation de quarante neuf (49) éclairages publics alimentés par panneaux solaires du vieux marché de Reeh jusqu'au carrefour de la mission catholique et Njanawa – Kikpukewaiy dans la sousdivision de Mbiame, division de Bui, dans la région du Nord-Oues**

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

**10. Recevabilité des offres**

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

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

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

**11. Ouverture des plis**

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu **le 19/03/2026 à 11h00**, heure locale, dans la salle de conférence de la commune de Mbiame, siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

**12. Critères d'évaluation**

Les offres seront évaluées selon les principaux critères suivants :

**A - Critères éliminatoires**

Il s'agit notamment :

- 1- Absence ou non-conformité d'une pièce administrative ;
- 2- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- 3- Fausses déclarations ou pièces falsifiées ;
- 4- Absence ou insuffisance de la caution provisoire de soumission ;
- 5- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire ;
- 6- Offres financière incomplète,
- 7- Le changement d'une unité ou d'une quantité dans l'offre financière ;
- 8- Le non-respect de **75%** des critères essentiels ;
- 9- Certificats de catégorisation

**B - Critères essentiels**

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

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



10- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page.

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

**13. Attribution**

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins 75% de l'ensemble des critères essentiels pris en compte.

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

**14. Durée de validité des offres**

Les soumissionnaires restent engagés par leur offre pendant 60 jours à partir de la date limite fixée pour la remise des offres.

**15. Renseignements complémentaires**

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de Maire de Mbiame de la Bui

Fait à Mbiame, le 13 FEV 2026

Le Maire de la Commune de Mbiame  
(Autorité Contractante)



*Banboye William Savong*

Copie :

- ARMP;
- DDMINEE/Bui
- DD MINMAP-Bui
- Maître d'Ouvrage
- Présidents CIPM ;
- Affichage.
- Chrono/archives



**Document N° 2**

**GENERAL REGULATIONS OF THE**

**INVITATION TO TENDER**

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## GENERAL RULES OF THE INVITATION TO TENDER

### A. General

#### Article 1: Scope of the tender

The Contracting Authority, the Lord Mayor of Mbiame Council hereby launches an Opened National Invitation to Tender N° 08/ ONIT/MINDDEVEL/BU/MC/MCITB/2026 OF 13/02/2026 FOR THE Supply and installation of FORTY NINE (49) public lighting based on solar panel power from Reeh old market to catholic mission junction and Njanawa – Kikpukewary in Mbiame Mboven Sub Division, Bui Division of the North West Region.

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

1.3 In this Tender File, the term "day" means a calendar day.

#### Article 2: Financing

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

#### Article 3: Fraud and corruption

3.1 The Contracting Authority requires of bidders and Contractors the strict respect of rules of professional ethics during the award and execution of Public Contracts. By virtue of this principle:

a) The following definitions shall be admitted:

- i) Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a Public official during the award or execution of a Contract;
- ii) Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a Contract;
- iii) "Collusive practices" shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;
- iv) "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a Contract.

b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this Contract.

3.2 The Minister Delegate at the Presidency in charge of Public Contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

#### Article 4: Candidates allowed to compete

4.1 If the Invitation to Tender is opened, consultation is addressed to all candidates retained after a pre-qualification procedure.

4.2 Generally, the Invitation to Tender is addressed to all entrepreneurs, subject to the following provisions:

- (a) A bidder (including all members of a group of enterprises and all sub-Contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
- (b) A bidder (including all members of a group of enterprises and all sub-Contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:
  - i) Is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of Contracts awarded for this Invitation to Tender; or
  - ii) Presents more than one bid within the context of Invitation to Tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-Contractors in more than one bid.

iii) The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of Public Contracts.

(c) The bidder must not have been excluded from bidding for Public Contracts.

(d) A Cameroonian Public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.



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

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

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

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

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

(a) submit a power of attorney making the signatory of the bid bound by the bid; and

(b) provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the Invitation to Tender, in order to establish their qualification to execute the Contract.

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

- (i) The production of certified balance sheets and recent turnovers;
- (ii) Access to a line of credit or availability of other financial resources;
- (iii) Orders acquired and Contracts awarded;
- (iv) Pending litigations;
- (v) Availability of indispensable equipment.

6.2 Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:

- (a) The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;
- (b) The bid and the Contract must be signed in a way that is binding on all members of the group;
- (c) The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form;
- (d) The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the Contract;
- (e) In case of joint co-Contracting, the co-Contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-Contracting.

6.3 Bidders must equally present sufficiently detailed proposals to demonstrate that they comply with the technical specifications and execution time-limits set in the Special Regulations of the Invitation to Tender.

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

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

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

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

7.3 The Project Owner may organise a visit of the site of the works during the preparatory meeting to establishing the bids mentioned in article 19 of the General Regulations of the Invitation to Tender.



## B. Tender File

### Article 8: Content of Tender File

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

- Document No. 1. The Tender Notice;
- Document No. 2. The General Regulations of the Invitation to Tender;
- Document No. 3. The Special Regulations of the Invitation to Tender;
- Document No. 4. The Special Administrative Conditions;
- Document No. 5. The Special Technical Conditions;
- Document No. 6. The schedule of unit prices;
- Document No. 7. The bill of quantities and estimates;
- Document No. 8. The sub details of unit prices;
- Document No. 9. Model documents of the Contract:
  - a. The execution schedule;
  - b. Model of forms presenting the equipment, personnel and references;
  - c. Model bidding letter;
  - d. Model bid bond;
  - e. Model final bond;
  - f. Model of bond of start-off advance;
  - g. Model of guarantee in replacement of the retention fund;
  - h. Model Contract;

Document No. 10. Models to be used by bidders;

- a. Model Contract;

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

Document No. 12. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for Public Contracts to be inserted by the Contracting Authority.

8.2 The bidder must examine all the regulations, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare a bid in compliance with all aspects of the said file.

### Article 9: Clarifications on the Tender File and complaints

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

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

9.2 Between the Publication of the tender notice including the pre-qualification phase of candidates and the opening of bids, any bidder who feels aggrieved in the Public Contracts award procedure may lodge a complaint to the Minister in charge of Public Contracts.

9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the Regulation of Public Contracts and the chairperson of the Tenders Board.

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

#### **Article 10: Amendment of the Tender File**

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

10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the Invitation to Tender and must be communicated in writing or made known by a traceable means to all bidders who bought the Tender File.

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



### **C Preparation of bids**

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

The candidate shall bear the costs related to the preparation and presentation of his bid and the Contracting Authority and the Project Owner shall in no case be responsible for these costs nor pay for them whatever the evolution or outcome of the Invitation to Tender procedure.

#### **Article 12: Language of bid**

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

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

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

##### **a. Volume 1: Administrative file**

It includes:

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

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

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

The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Regulations of the Invitation to Tender.

###### **b.2 Methodology**

The Special Conditions of the Invitation to Tender specifies the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the works and specifying the organisation and programme which the bidder intends to put in place or use to execute the works (installations, schedule, Quality Assurance Plan (QAP), sub-Contracting, attestation of visit of the site, where necessary, etc).

###### **b.3 Proof of acceptance of conditions of the Contract**

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

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

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

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

c. **Volume 3: Financial bid**

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

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



In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(2) of the General Regulations of the Invitation to tender concerning the other possible forms of guarantees.

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

**Article 14: Bid price**

14.1 Except otherwise stated in the Tender File, the amount of the Contract shall cover all the works described in article 1.1 of the General Regulations of the Invitation to Tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder.

14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.

14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the Contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.

14.4 If a price revision/updating clause is provided for in the Contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any Contract of duration less than one (1) year shall not be subject to price revision.

14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

**Article 15: Currency of bid and payment**

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

**15.2 Option A:** The amount of the bid shall be entirely made in the national currency.

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

- a) Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the Contract.
- b) The exchange rates used by the bidder to convert his bid into the national currency shall be specified by the bidder in an annex to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment within the framework of the Contract so that the retained bidder does not bear any change in the exchange rate.

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

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

- (a) The prices of inputs necessary for the works which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country specified in the Special Regulations and called "national currency";

- (a) The prices of inputs necessary for works which bidder intends to procure out of the Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.

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

15.5 During the execution of the works, most of the foreign currency to be paid as part of Contract may be revised by mutual agreement between the Contracting Authority and the entrepreneur in a way as take account of any modification in the foreign currency needs within the context of the Contract.

#### **Article 16: Validity of bids**

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

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

16.3 Where the Contract does not include a price revision clause and that the period of validity of bids is extended by more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority addressed to bidders.

The updating period shall run from the date of overrun of sixty (60) days to the date of notification of the Contract or the Administrative Order for start of execution of works by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation of bids.

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

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

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

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

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

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

17.6 The bid bond may be seized:

- (a) if the bidder withdraws his bid during the period of validity;
- (b) if the retained bidder:
  - i) fails in his obligation to register the Contract in application of article 38 of the General Regulations;
  - ii) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
  - iii) refuses to receive notification of the Administrative Order to commence execution.

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

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

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

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

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

**Article 23: Late bids**

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

**Article 24: Modification, substitution and withdrawal of bids**

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

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

24.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.

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

**E. Opening of envelopes and evaluation of bids**

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

25.1 The Mbiame Council Internal Tender's Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.

25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement bid" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.



- 25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid- opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 Bid- opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6 At the end of each bid- opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of Public Contract an initialled copy of the bids presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copies to the body in charge of the regulation of Public Contracts, the head of structure to which is attached the Tenders Board concerned.

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

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

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

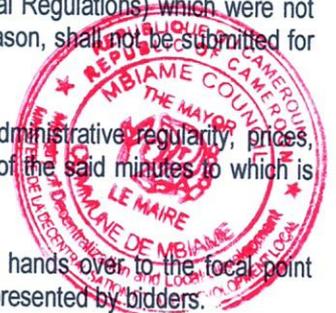
- 26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made Public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of Public Contracts.
- 26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.
- 26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the Contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid may do so in writing.

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

- 27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.
- 27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their bids, between the opening of envelopes and the award of the Contract.

#### **Article 28: Determination of compliance of bids**

- 28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.
- 28.2 The Evaluation sub-committee shall determine if the bid is essentially in compliance with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- 28.3 A bid that complies with the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:
- i) which substantially limits the scope, quality or realisation of the works;
  - ii) which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the Contract;
  - iii) Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.
- 28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.





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

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

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



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

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

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

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

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

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

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

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

37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of Public Contracts, the Contracting Authority and the chairperson of the Tenders Board concerned. It must take place within a maximum deadline of five (5) working days after the Publication of the results.

**Article 38: Signing of the Contract**

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

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

38.3 The Contract must be notified to the successful bidder within five (5) days of its date of signature.

**Article 39: Final Bond**

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

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

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

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



**Document N° 3**  
**SPECIAL REGULATIONS OF THE**  
**INVITATION TO TENDER**

## Special regulations of the Invitation to Tender



References of the General regulations	General
1	<p><b>Definition of works:</b> Supply and installation of FORTY NINE (49) public lighting based on solar panel power from Reeh old market to catholic mission junction and Njanawa – Kikpukewayi in mbiame Mbven Sub-Division, Bu Division of the North West Region. Name and address of the Contracting Authority: The Lord Mayor of Mbiame Council Reference of Invitation to Tender: <b>N° 08/ONIT/MINDDEVEL/BU/MC/MCITB/2026 OF13/02/2026</b></p>
2	Execution deadline: one hundred and fifty (150) days
3	<p><b>Source of financing</b> Works which form the subject of this Invitation to Tender shall be financed by the 2026 Public Investment Budget of the Ministry of MINDDEVEL _____</p>
4	List of pre-qualified candidates, not applicable
5	Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.

### 6.1 Evaluation criteria

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

#### C. Eliminatory criteria

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

#### D. Essential criteria

- 1- General presentation of the Tender Files;
- 2- Financial capacity;
- 3- References of the company in similar achievements;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation of site visit duly signed by the Bidder in his honour.
- 9- Special Technical Clauses initialed in all the pages and signed at the last page;
- 10- Special Administrative Clauses completed and initialed in all the pages and signed at the last page.

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

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

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

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

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

The offer like any correspondence and all documents concerning the tender, exchanged between the renderer and the Project Owner will be written in French or English. The complementary documents and the printed papers form provided by the

Bidder can be written in another language in condition of being accompanied by a precise translation in French or English; in which case and for purposes of interpretation of the offer, the translation will be taken.



**PRESENTATION OF THE TENDER.**

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

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

**5.1 External envelope.**

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

**<< OPENED NATIONAL INVITATION TO TENDER N° 08/ ONIT/MINDDEVEL/BU/MC/MCITB/2026 OF 13/02/2026 FOR THE Supply and installation of FORTY NINE (49) public lighting based on solar panel power from Reeh old market to catholic mission junction and Njanawa – Kikpukewaiy in mbiame Mbven Sub Division, Bui Division of the North West Region.**

**“To be opened only during the bid-opening session”**

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

**8.2 Internal envelopes**

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

The first internal envelope shall be labeled;

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

**ADMINISTRATIVE DOCUMENTS.**

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of Tender File issued by Mbiame Municipal treasury
A.6	A bid bond of <b>1,240,000 CFA (ONE MILLION, TWO HUNDRED AND FORTY THOUSAND FCFA)</b> issued by a first rate-bank 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 Contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.
A.9	A valid Certificate of imposition certified by the chief of center for taxation
A.10	valid taxpayers' card, delivered by the chief of center of Taxes with fiscal stamp
A.11	Plan and attestation of location of the Company with a fiscal stamp

**The absence of one of these documents will result to the elimination of the offer after 48 hrs**

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

MARKING GRID				
N°	CRITERIA	CONFORMITY		OBSERVATIONS
		YES	NO	
<b>GENERAL PRESENTATION OF THE BIDS</b>				
1	<i>Properly bind document spirally</i>			
2	<i>Table of content</i>			
3	<i>Page separators in colour apart from white</i>			

4	Order prescribed respected			
5	Clearness of the documents			
6	Page numbering			
<b>REFERENCES OF THE COMPANY</b>				
7	Minimum one (01) registered contract (1st and last pages) certified by a competent authority			
8	Minimum one (01) PV of reception corresponding to the-joint contracts certified by a competent authority			
<b>PERMANENT OR MOBILIZABLE MATERIAL MEANS</b>				
9	Certified Proof of a vibrator in good operating condition			
10	Certified Proof of a vehicle (Pick up 4 x 4 or van) (own or hire)			
11	Certified Proof of a, head pans, rubber buckets, spades, shovels, dig axes, hammers			
<b>QUALIFICATION OF SITE PERSONNEL</b>				
12	Organizational Chart of the company			
13	Organizational Chart of site with comments			
14	Works Director ELECTRICAL or Rural Engineer with at least 03 years of experience in similar works)			
15	Certified copy of the Diploma of Work Director signed by the competent authority			
16	CV signed and dated by the works Director			
17	Attestation of availability signed by owner			
19	Site foreman (at least Higher Technician in ELECTRICAL I or Rural Engineering with at least 03 years of experience in similar works)			
20	Certified copy of certificate of Foreman			
21	CV signed and dated by the site foreman			
22	Attestation of availability signed by the owner			
<b>METHODOLOGY OF INTERVENTION AND EXECUTION OF THE WORKS</b>				
23	Attestation of site Visit			
24	Site Visit report			
25	Methodology of work execution			
26	Planning of execution of works			
27	Description of safety measures at the construction site			
28	Description of socio - environmental measures for the protection of the site			
29	CCTP dully initialled on each page and signed and dated on the last page			
<b>CAPACITY OF SELF-FINANCING</b>				
30	Attestation of credibility Minimum 75% of the bid price in F CFA			



## ENVELOPE C- FINANCIAL FILE

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



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

### Supply price

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

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

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

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

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

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

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

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

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

The amount of the provisional guarantee or guarantee of tender is fixed at **400,000 CFA (FOUR HUNDRED THOUSAND FCFA)**.

The time of validity of this guarantee is one hundred and twenty (120) days as from the date of depositing of the offers.

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

The final Bond is fixed at ten percent (2%) of the initial amount of the services envisaged in the country.

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

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

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

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

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

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

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

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

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

**<< OPENED NATIONAL INVITATION TO TENDER  
N° 08/ ONIT/MINDDEVEL/BU/MC/MCITB/2025 OF 13/02/2026**

FOR THE Supply and installation of FORTY NINE (49) public lighting based on solar panel power from Reeh old market to catholic mission junction and Njanawa – Kikpukewaiy in mbiame Mbven Sub Division, Bui Division of the North West Region

**TO BE OPENEDED ONLY DURING THE OPENING SESSION**



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

The offers will have to arrive under closed fold and seal latest **19/03/2026** at 10:00AM, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

**THE SERVICE OF THE MBIAME COUNCIL CONTRACT AWARD**

Beyond this time no offer will be received nor accepted.

**ARTICLE 14: Opening of the tenders**

The opening of the folds will be carried out in the conference room of the Mbiame Council on **19/03/2026** as from 11:00AM, by the Mbiame Council Internal Tender's Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

**AWARD OF THE CONTRACT**

**ARTICLE 15: Award of the Contract**

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

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

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

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

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

**ARTICLE 16: COMMENCEMENT OF WORK:**

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

- ❖ The Authorizing Officer .....(Chairman)
- ❖ The DD MINMAP BUI or his representative,,(observer)
- ❖ The Contract Engineer DD MINEE BUI.....( Secretary)
- ❖ The DD MINDDEVEL or his representative.....( Member)
- ❖ The DD MIMEPDEP or his representative .....(Member)
- ❖ The MINEPAT or his representative .....(Member)
- ❖ Project manager.....(member)
- ❖ The contractor or his representative,,(member)



**Document N° . 4**  
**SPECIAL ADMINISTRATIVE CONDITIONS**  
**(SAC)**



**Chapter I: General**

- Article 1 - Subject of the Contract
- Article 2 - Award procedure
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Language, applicable law and regulations
- Article 5 - Constituent documents of the Contract (article 4 of GAC)
- Article 6 - General applicable instruments
- Article 7 - Communication (GAC articles 6 and 10 supplemented)
- Article 8 - Administrative Orders (article 8 of GAC supplemented)
- Article 9 - Contracts with conditional phases (article 15 of GAC)
- Article 10 - Contractor's personnel (article 15 of GAC supplemented)

**Chapter II: Financial conditions**

- Article 11 - Guarantees and bonds (articles 29 and 41 of GAC supplemented)
- Article 12 - Amount of Contract (articles 18 and 19 supplemented)
- Article 13 - Place and method of payment
- Article 14 - Price variation (article 20 of GAC)
- Article 15 - Price revision formulas
- Article 16 - Price updating formulas (article 21 of GAC)
- Article 17 - Work under State supervision (article 22 of GAC supplemented)
- Article 18 - Evaluation of works (article 23 supplemented)
- Article 19 - Evaluation of supplies (article 24 of GAC) supplemented)
- Article 20 - Advances (article 28 of GAC)
- Article 21 - Payments for the works (articles 26, 27 and 30 of GAC supplemented)
- Article 22 - Interests on overdue payments (article 31 of GAC supplemented)
- Article 23 - Penalties for delay (article 32 of GAC supplemented)
- Article 24 - Payment in case of a group of enterprises (article 33 of GAC)
- Article 25 - Final detailed account (article 35 of GAC)
- Article 26 - General detailed account (article 35 of GAC)
- Article 27 - Tax and customs schedule (article 36 of GAC)
- Article 28 - Stamp duty and registration (article 37 of GAC)

**Chapter III: Execution of the works**

- Article 29 - Nature of works
- Article 30 - Obligations of the Project Owner (GAC supplemented)
- Article 31 - Execution deadline of Contract (article 38 of GAC)
- Article 32 - Roles and responsibilities of the Contractor (article 40 of GAC)
- Article 33 - Making available documents and site (article 42 of GAC)
- Article 34 - Insurance of structures and civil responsibility (article 45 of GAC)
- Article 35 - Documents to be furnished by the Contractor (article 49 supplemented)
- Article 36 - Organisation and security of sites (article 50 of GAC)
- Article 37 - Implantation of structures (article 52 of GAC)
- Article 38 - Sub-Contracting (article 54 of GAC)
- Article 39 - Site laboratory and trials (article 55 of GAC)
- Article 40 - Site logbook (article 56 of GAC supplemented)
- Article 41 - Use of explosives (article 60 of GAC)

**Chapter IV: Acceptance**

- Article 42 - Provisional acceptance (article 67 of GAC)
- Article 43 - Documents to be furnished after execution (article 68 of GAC)
- Article 44 - Guarantee time-limit (article 70 of GAC)
- Article 45 - Final acceptance (article 72 of GAC)

**Chapter V: Miscellaneous provisions**

- Article 45 - Termination of the Contract (article 74 of GAC)
- Article 46 - Force majeure (article 75 of GAC)
- Article 47 - Differences and disputes (article 79 of GAC)
- Article 48 - Drafting and dissemination of this Contract
- Article 49 and last: Entry into force of the Contract

## Chapter I: General

### Article 1: Subject of Contract

The subject of this Contract is the Supply and installation of FORTY NINE (49) public lighting based on solar panel power from Reeh old market to catholic mission junction and Njanawa – Kikpukewaiy in mbiame Mbven Sub Division, Bui Division of the North West Region.

### Article 2: Contract award procedure

This Contract is awarded by Open National Invitation to Tender N° N° 08/ ONIT/MINDDEVEL/BU/MC/MCITB/2026 OF 13/02/2026



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

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

- ✓ The Contracting Authority shall be the lord mayor for MBIAME COUNCIL in this respect; he preserves the original documents relating to the Jobbing Order and transmits copies to the Public Contract Regulatory Agency.
- ✓ The Project manager is the Secretary General of Mbiame Council; in this capacity he/she shall respect the administrative, technical and financial clauses of this Jobbing Order.
- ✓ The Contract Engineer is the Divisional Delegate of MINEE BUI who 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 used security subject to any form of transfer of the debt.

In this case:

- The authority in charge of clearance and expenditure shall be Divisional Finance Controller Bui
- The authority in charge of ordering payment is the Mayor of Mbiame Council (Authorizing Officer).
- The body or official in charge of payment shall be **the Mbiame Council Treasury.**
- The official competent to furnish information within the context of execution of this Contract shall be *the* DD MINTP Bui and the Mayor of Mbiame Council

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

3.3.1 Missions [not applicable].

3.3.2 Means put at the disposal of the Control Mission [not applicable].

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

1.1 The language to be used shall be *[English and/or French]*.

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

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

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

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

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular elements necessary for the determination of the Contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) Plans, calculation notes, trial documents, geotechnical documents;
- 7) The General Administrative Conditions applicable on Public works Contracts that went into effect by Order No.
- 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 [to be adapted according to the case]:

1. Framework Law No. 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 No. 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 No. 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 No. 2018/366 of 20<sup>th</sup> June 2018 to institute the Public Contracts Code;
7. Decree No. 2012/074 of 8<sup>th</sup> March 2012 relating to the Creation, Organisation and Functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
8. Decree No. 2012/075 of 8<sup>th</sup> March 2012 to organise the Ministry in charge of Public Contracts;
9. Circular No. 001/CAB/PR of 19<sup>th</sup> June 2012 relating to the Award and Control of Execution of Public Contracts;
10. Letter No; 00908/MINH DU/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
11. Circular N° 00000026/C/MINFI of 29<sup>th</sup> December 2025 on the instructions relating to the execution of the finance laws, monitoring and control of the execution of the budget of the state, and other public entities for the 2026 financial year
12. Unified Technical Documents (DTU) for building works;
13. Applicable standards;
14. Other instruments specific to the domain concerned with the Contract.



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

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

- a) In the case where the contractor is the addressee: Sir/Madam.....  
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the province in which the work was done;
- b) In the case where the Project Owner is the addressee:  
Sir/Madam\_\_\_\_\_ [to be specified] with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
- c) In the case where the Contracting Authority is:  
Sir/Madam [to be specified] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable

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

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

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

- 8.1 The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the Contractor by the Project Owner with a copy to the Contracting Authority, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.
- 8.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the Contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority and Contract Manager.
- 8.4 Administrative Orders serving as warnings shall be signed by the 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 [Specify if the Contract has one or several phases]  
At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the Contractor. This attestation shall condition the start of the following conditional phase.
- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

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

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the Contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has **5 (five) 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 5 % 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.

- 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:*

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

*The 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 5<sup>th</sup> 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 Chief of Service.  
The Chief of Service 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 No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

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

**A. Penalties for delay**

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

- a) One two thousandth (1/2000<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.

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

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

The part of the works to be sub-Contracted shall be 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

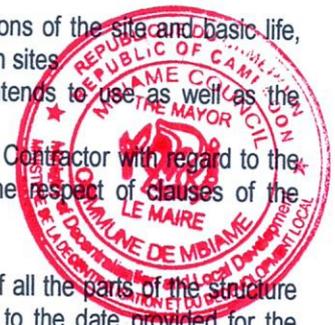
#### 42.1 PRE- ACCEPTANCE OPERATIONS

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.



During this pre-acceptance the contract Engineer shall eventually specify the reserves to be lifted and the corresponding works to be effected before the acceptance. The contract Engineer shall fix the acceptance date in collaboration with the Contracting Authority

#### 42.2 Acceptance

The acceptance commission shall comprise:

- 1- Contracting Authority .....(Chairman)
- 2-The DDMINMAP or his representative.....(observer)
- 3-The Contract Engineer DD MINEE BUI.....(Secretary)
- 4- The DD MINDDEVEL BUI or his representative .....(Member)
- 5-The Project Manager..... (Member)
- 6- The Chief of General Affairs Mbiame Council..... (Member)
- 7-The Contractor 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 three (3) 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 article 182 of Decree No. 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 Administration 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. / contracting authority

#### Article 50 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)**

## THECNICAL SPECIFICATIONS

### † SUBJECT

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

### † FOR THE BUILDING UP OF THE CRADLE

- **Sand:**

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

The granularity must fit in the spindle (fuseau) below:

AFNOR MODULUS	MESH OF SIEVE (mm)	PASSING AT SIEVE (%)
38	5	95-100
35	2,5	70-90
32	1,25	45-80
29	0,63	28-35
26	0,315	10-30
23	0,16	2-10

- **Aggregates 15/25:**

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

The maximal proportion in weight of the aggregates destined for quality concretes passing through washing at the sieve 0, 5 must be less than 1,5%.

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

- **Mixing Water**

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

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

- **Cement:**

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

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

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

- **Putting in place of the vibrated mass concrete dosed at 300 kg/m<sup>3</sup> for the foundation including anchorages.**



The vibrated mass concrete will be dosed 400 kg/m<sup>3</sup> of cement of class CPA 325 and will offer a resistance of 325kg/cm<sup>2</sup> to 28 days. Sands for mortars and concrete will be rigid, clean and healthy thus, will be sifted carefully and removed from all organic or earthy refuses.

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

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

It realisation comprises:

- The spot rubble cut in order to maintain the alignment with the road,
- The digging of the foundation pit,
- The putting in place of a core concrete dosed at 250kg/m<sup>3</sup>,
- The building up of the foundation bloc by casting in situ or by putting in place the precast bloc, in any case, the anchorage of screws and plates having to receive the pool should be well addressed.
- The dismantling of the formwork, the backfilling, the ramming or compaction, the squaring of edges and all subjections of execution.

#### ❖ FOR THE SOLAR LIGHTING SYSTEM

- **Solar panel:**

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

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

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

- **Solar power battery:**

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

- **Solar power regulator:**

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

- **Solar power inverter:**

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

- **Timer:**



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

• **Solar PVC cable:**

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

• **Plug:**

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

• **Lamp head:**

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

• **Bulb:**

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

• **Pool:**

Galvanised zinc pools (or any equivalent material) are to be fabricated for to carry the entire components forming the solar lightening system. The pool will have to be a cone tube of 08 m height, Ø30 cm base and Ø20 cm top.

They will have to provide at the bottom of the pool an opening of 1m20 to have access into the cavity of the tube where shelves and hooks will be mounted to receive the machinery of the solar system. The cavity will be protected with the galvanised zinc sheet that will have to be locked with 04 bolts at the edges and 02 key locks at the middle.

• **Characteristic of the different devices:**

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

S/N	Designation	Power (W)	Tension (V)	Intensity (A)	Conductivity (Ω/m)	Remarks
01	Solar panel	100	12	1,25 DC	1,7x10 <sup>-8</sup>	Photovoltaic cells with copper led captors, British mark preferably
02	Solar power battery		24 DC / 220-240 AC	200 Ah	95x10 <sup>-8</sup>	Lithium-ion battery, British mark preferably
03	Solar power regulator	15000	24 DC / 220 240 AC	200 Ah	1,7x10 <sup>-8</sup>	High ranking charge controller, British mark preferably
04	Solar power inverter	15000	24 DC / 220 240 AC	≤ 15 AC	1,7x10 <sup>-8</sup>	High ranking power adaptor, British mark preferably
05	Timer	15000	24 DC / 220 240 AC	≤ 15 AC	1,7x10 <sup>-8</sup>	High ranking minutely device, British mark preferably
06	Solar PVC cables		300-500 AC	≤ 15 AC	1,7x10 <sup>-8</sup>	High ranking incorporated rubs, British mark preferably
07	Plugs		300-500 AC	≤ 15 AC	1,7x10 <sup>-8</sup>	Last models device, British mark preferably
08	Bulb	400	220-240 AC	≤ 15 AC	5,9x10 <sup>-8</sup>	Last models LED bulbs, British mark preferably





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



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

