

REPUBLIQUE DU CAMEROUN

PAIX - TRAVAIL - PATRIE

MINISTERE DE LA DECENTRALISATION ET DEVELOPPEMENT LOCALE

DELEGATION REGIONALE DU NORD-OUEST

DELEGATION DEPARTEMENTALE DE LA MENCHUM

COMMUNE DE ZHOA  
SERVICE DE PASSATION DES MARCHES

REPUBLIC OF CAMEROON  
PEACE WORK FATHER LAND

MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT

REGIONAL DELEGATION FOR NORTH WEST

DIVISIONAL DELEGATION OF MENCHUM

ZHOA COUNCIL  
SERVICE OF CONTRACTS AWARD

OPEN NATIONAL INVITATION TO TENDER

N<sup>o</sup> 06 /ONIT/MINDDEVEL/ZC/MAYOR/ZCITB/MCH/2026  
~~ON 8 MARS 2026~~ 2026 FOR THE INSTALLATION OF SOLAR  
LIGHTENING AT THE ZHOA CMA IN FUNGOM SUB-DIVISION,  
MENCHUM DIVISION OF THE NORTH WEST REGION.

CONTRACTING AUTHORITY: THE MAYOR OF ZHOA COUNCIL, MENCHUM

PROJECT OWNER

\*\*\*\*\*

THE MAYOR, ZHOA COUNCIL

FINANCING: PIB 2026/ MINSTANTE, 2026 FINANCIAL YEAR

EXPENDITURE AUTHORIZATION N°

\*\*\*\*\*

VOTE OF CHARGE N°

\*\*\*\*\*

TENDER FILE



DOCUMENT N° 1

REPUBLIQUE DU CAMEROUN

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SERVICE OF CONTRACTS AWARD

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER N°        /ONIT/MINDDEVEL/ZC/MAYOR/ZCITB/MCH/2026 OF **18 MARS 2026** FOR THE INSTALLATION OF SOLAR LIGHTENING AT THE ZHOA CMA IN FUNGOM SUB-DIVISION, MENCHUM DIVISION OF THE NORTH WEST REGION.

**1) SUBJECT OF THE INVITATION TO TENDER:**

Within the frame-work of the 2026 Public Investment Budget, the Contracting Authority (Mayor of Zhoa Council), hereby representing the State of Cameroon, launches an Open National Invitation to Tender under **NORMAL CONDITIONS** for the installation of solar lightening at Zhoa CMA, Fungom Sub Division, Menchum Division-North West Region.

**2) CONSISTENCY/NATURE OF SERVICE:**

The works subject of this invitation to tender shall require for the installation of solar lightening at Zhoa CMA, Fungom Sub Division, Menchum Division-North West Region. The works required are found in the detail description mentioned in the respective bills of quantities and cost estimates.

**3) EXECUTION DEADLINE:**

The maximum execution deadline provided for by the Project Owner for the execution of the works subject of this tender shall be **Ninety calendar days (three months)** with effect from date of notification of the Service Order to start execution.

**4) ALLOTMENT:**

The works subject of this invitation to tender shall be in one lot defined with specifications as in the table below:-

Lot	Works	Locality
1	Installation of solar lightening at Zhoa CMA, Fungom Sub Division, Menchum Division-North West Region.	Zhoa, Fungom Sub Division in Menchum Division-North West Region.

**5) COST ESTIMATE:**

The estimated cost of the operations (tasks) following feasibility studies stands as specified in the table below:-

Lot	Works	Locality	Estimated Cost
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Envelope A: Administrative Documents, Envelope B: Technical documents and Envelope C: Financial documents. It shall reach the Zhoa Council (at the Zhoa) not later than -----at 12pm local time. The sealed external envelope shall be free of all identification marks, failing which it shall be rejected.

The sealed external envelope addressed to the Contracting Authority shall bear the following inscriptions:

### OPEN NATIONAL INVITATION TO TENDER

N<sup>o</sup> \_\_\_/ONIT/MINDDEVEL/ZC/MAYOR/ZCITB/MCH/2026 OF ----- 2026 FOR THE  
INSTALLATION OF SOLAR LIGHTENING AT THE ZHOA CMA IN FUNGOM SUB-  
DIVISION, MENCHUM DIVISION OF THE NORTH WEST REGION.

(To be opened only during the bids opening session of the Tenders Board)

#### 12) ADMISSIBILITY OF OFFERS:

Under risk of being rejected, administrative documents must be produced in originals or true copies certified by the issuing services of the required administrative documents (Examples: Taxation Officials, Bank Officials, etc.) or by Administrative Authorities as the case may be (Example: SDO, DO etc) and must imperatively be produced in accordance with the Special Tender Regulations. They must obligatorily not be older than three (03) months or must not be produced after the submission of the tender file. Double certification shall not be accepted. Any bid that shall not be in conformity with the prescriptions of this notice and tender file shall be declared null and void, especially bids containing a bid bond not issued directly in the bidder's name by a first rate bank approved by the Ministry in charge of Finance.

The bid bond which shall only be released by the Contracting Authority shall be released for unsuccessful bidders not later than thirty (30) days after the period of bid validity. For the successful bidder to whom the contract will be awarded, the bid bond shall be returned to the contractor by the Contracting Authority once the final bond has been provided.

Bidders shall remain committed to their offers for a period of ninety (90) days from the last date for the submission of tenders, that is, the tenders shall be valid for 90 (ninety) days with effect from their submission deadline.

NB: The contractor shall, present the originals of the respective certified documents for strict verification of their authenticity during site installation.

#### 13) OPENING OF BIDS(OFFERS):

Bids shall be opened by the Zhoa council Internal Tenders Board in a single phase for all in that order on the ----- 2026 at 12pm local time in the hall at the Zhoa Council. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic, that is, any bid which shall not comply with the requirements of the tender file shall be rejected.

#### 14) EVALUATION CRITERIA:

Tender conformity shall be evaluated as per the following:

- Offers (bids) submitted after the deadline or time limit shall be rejected;
- Bids submitted in unsealed external envelopes shall be rejected.
- External envelopes with identification marks or inscriptions which may lead to the identification of the said company shall be rejected.
- Absence of original or properly certified administrative document or documents certified more than one time shall be given 48 hours to replace it.
- False declaration or forged documents shall be given 48 hours to replace them;
- Absence of bid bond, or Certified cheque, Bank cheque, Legal mortgage or Bank Guarantee or bid bond not issued directly in bidder's name by a first rate bank approved by the Ministry in charge of Finance and with the CEDEC receipt attached to it the bidder shall simply be rejected.

NB: Bid bond or any bid security for a group of enterprises must bear the name of mandated enterprise with the names of the other enterprises mentioned as well.

DOSSIER N° 1

REPUBLIQUE DU CAMEROUN

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ZHOA COUNCIL  
SERVICE OF CONTRACTS AWARD

## AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N° 06 /AONO/MINDDEVEL/ZC/MAIRE/ZCITB/MCH/2026 DU 18 MARS 2026 2026 POUR  
LES TRAVOUX D'INSTALLATION DU LAMIER SOLAIRE AU CMA DE ZHOA,  
ARRONDISSEMENT DE FUNGOM, DANS LA DEPARTEMENT DE LA MENCHUM, REGION  
DU NORTH OUEST.

**1- Objet de l'appel d'offres :**

Dans le cadre du Budget d'Investissement Public (BIP) 2026, le Maire de la Commune de Zhoa, (Autorité Contractante) représentant l'état du Cameroun lance un Appel d'Offres National Ouvert SOUS LES CONDITIONS NORMALE Pour les travaux d'installation du lamier Solaire au CMA de Zhoa, Arrondissement de Fungom dans le Département de la Menchum, Région du Nord-Ouest.

**2- Consistance des travaux/ Nature du service**

Les travaux objets du présent appel d'offres concerneront Pour les travaux d'installation du lamier Solaire au CMA de Zhoa, Arrondissement de Fungom dans le Département de la Menchum, Région du Nord-Ouest.

Les travaux requis sont détaillés des descriptions mentionnées dans le cadre du détail estimatif.

**3- Délai d'exécution :**

Le délai maximum prévu par le Maitre d'Ouvrage pour l'exécution des travaux du présent appel d'offre est de quatre vingt-dix jours (90) continus (trois mois) à partir du jour de la notification de l'ordre de service pour le démarrage.

**4- Allotissement:**

Les travaux objets du présent appel d'offres sont dans un lot spécifiés dans le tableau ci-après :-

Lot	Travaux	Localité
1	Pour les travaux d'installation du lamier Solaire au CMA de Zhoa, Arrondissement de Fungom dans le Département de la Menchum.	Zhoa, Arrondissement de Fungom dans le Département de la Menchum, Région du Nord-Ouest.

**5- Coût prévisionnel**

Le coût prévisionnel de l'opération à l'issue des études préalables est spécifié dans le tableau ci-dessous :-

Lot	Travaux	Localité	Coût prévisionnel
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de Zhoa au plus tard le ----- 2026 à 13heures. Cette enveloppe externe devra être adressée à l'Autorité Contractante portant la mention

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°  
/AONO/MINDDEVEL/ZC/MAIRE/ZC/ITB/MCH/2026 DU 18 MARS 2026 POUR TRAVOUX  
D'INSTALLATION DU LAMIER SOLAIRE AU CMA DE ZHOA, ARRONDISSEMENT DE  
FUNGOM, DANS LA DEPARTEMENT DE LA MENCHUM, REGION DU NORTH OUEST.

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

**12 - Admissibilités 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 (Exemple : service des impôts, banques, etc.) ou une autorité administrative (Exemple : Préfet, Sous-préfet, etc.), 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. La double certification ne sera pas acceptée. Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable, notamment l'absence de cautionnement provisoire délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances cautionnement.

Cautionnement provisoire sera remis au soumissionnaire qui n'a pas réussi seulement par l'Autorité Contractante au plus tard trente jours après la période de validité. À l'attributaire, le cautionnement provisoire sera remis par l'Autorité Contractante quant il l'aura fournit le cautionnement provisoire. Le montant correspondant à chaque cautionnement provisoire sera reçu par le soumissionnaire de la banque sous présentation de l'original du cautionnement provisoire. Les soumissionnaires restent tenus par leur offre pendant quatre vingt dix (90) jours à partir de la date limite fixée pour la remise des offres.

**NB:** Pendant l'installation de l'attributaire au site de la construction, il sera obligé de présenter les originaux des documents respectifs pour une vérification stricte de leurs authenticités

**13- Ouverture des plis:**

L'ouverture des plis sera faite par la Commission de passation des marchés en une seule phase le ----- à 13 heures heure locale pour tous les lots, lot 1 et lot 2 suivant cet ordre dans une salle allouée au Président de la commission de passation des marchés situé à la Commune de Zhoa. Seul les soumissionnaires ou leurs représentants qui ont une bonne maîtrise des procédures et de la réglementation des marchés publics et disposent des compétences techniques avérées dans le domaine concerné seront autorisés à assister à la séance de l'ouverture. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées.

**14- Critères d'évaluation:**

La conformité d'une offre sera évaluée tenant compte des critères suivants :-

Les offres seront évaluées selon des conditions suivantes.

- Offres remise après le délai seront rejeté
- Offres remise dans les enveloppes externes ouvertes, seront rejeté
- Enveloppes externes ayant les signes d'identification des soumissionnaires, seront rejeté
- Absence d'un document dans le dossier Administratif 48 heures
- Documents administratifs certifiés hors du délai de trois mois 48 heures
- Absence de l'original ou des documents bien certifiés ou documents certifiés plus qu'une fois 48 heures
- Fausse déclaration ou pièce falsifiée 48 heures
- Absence de cautionnement provisoire ou cautionnement provisoire non délivrée directement au nom du soumissionnaire par une banque de premier ordre agréée par le Ministère chargé des Finances et accomplirez avec la facteur CEDEC.

**NB:** Cautionnement provisoire pour un groupe d'entreprises doit être adressé au nom de l'entreprise mandaté et les noms d'autres entreprises mentionnés dans le contenant.

- Délai d'exécution plus long que prescrit dans l'Appel d'Offres
- Note technique inférieure à 75 % au niveau de l'évaluation administrative et technique
- Omission dans le bordereau des prix ou d'un prix unitaire dans le dossier financier.

GENERAL REGULATIONS OF THE INVITATION TO TENDER

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commercial laws and not under the direct supervisory authority of the Contracting Authority or Project Owner. 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 potential bidder shall be judged to be in a situation of conflict of interest and considered not eligible if he:-

- (a) 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.
- (b) presents more than one bid within the context of Invitation To Tender, except authorised variants, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
- (c) and 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

**Article 05: ORIGINS OF MATERIAL, SUPPLIES, EQUIPMENT AND AUTHORIZED SERVICES**

The origin for these resources must be in countries fulfilling the criteria defined in the Special Regulations of the invitation to tender. Origin in this invitation to tender means the place from where the resource is extracted, cultivated, produced or fabricated and from where comes the services.

**Article 06: QUALIFICATION OF BIDDERS**

- (a) As an integral part of their bid, bidders must:
  - (i) Submit a power of attorney making the signatory of the bid bound by the bid; and
  - (ii) 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:

- The production of certified balance sheets and recent turnovers
  - Access to a line of credit or availability of other financial resources
  - Orders acquired and contracts awarded
  - Pending litigations
  - Availability of indispensable equipment
- (b) Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:-
    - The bid must include all the information listed in paragraph 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
    - The bid and the contract must be signed in a way that is binding on all members of the group
    - 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
    - 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
    - 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
  - (c) 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

purchased the tenders file. Hence to give room for bidders to prepare their offers the Contracting Authority may postpone the deadline of submission as long as he deems necessary

## **C-PREPARATION OF BIDS**

### **Article 11: TENDER FEES**

Each bidder shall be responsible for all charges related to the preparation and presentation of offers. The Contracting Authority and the Project Owner shall in no way be responsible for these charges or try to regularise a situation involved in the preparation of offers by a bidder.

### **Article 12: LANGUAGE OF THE BIDS**

Offers and all correspondences exchanged between the Bidder and Contracting Authority shall be written in English and French. However complementary documents may be in any other language provided they are accompanied by précised translation into English or French, in which case at the end of the interpretation the translation is valid.

### **Article 13: PRESENTATION AND CONTENT OF BIDS**

Each bid shall include three envelops, A, B and C labelled as follows:-

ENVELOPE .....«..... DOCUMENTS»

#### **OPEN NATIONAL INVITATION TO TENDER**

N<sup>o</sup> \_\_\_/ONIT/MINDDEVEL/ZC/MAYOR/ZCITB/MCH/2026 OF ----- 2026 FOR  
**THE INSTALLATION OF SOLAR LIGHTENING AT THE ZHOA CMA IN FUNGOM SUB-DIVISION, MENCHUM DIVISION OF THE NORTH WEST REGION.**

*“To be opened only during the bid opening session of the Tenders Board”*

Hence, 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 envelopes:-

*a. Envelop A: Administrative file shall include:-*

- 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 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 the General Regulations of invitation to tender.

*b. Envelop B: Technical bid shall include:-*

- (i) *Information on qualification-* The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in the Special Regulations of the invitation to tender
- (ii) *Methodology-* The Special Conditions of the invitation to tender specify 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
- (iii) *Proof of acceptance of conditions of the contract-* The bidder shall submit duly initialled copies of the Special Administrative Conditions (SAC) and Special Technical Conditions (STC) relating to the contract..
- (iv) *Commentaries (optional)-* commentary on the technical choices of the project and possible proposals

#### **Article 14: AMOUNT OF THE BID**

Except otherwise stated in the Tender File, the amount of the contract shall cover all the tasks described in 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. Hence:-

- (a) The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- (b) 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.
- (c) 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.
- (d) All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tenders file.

#### **Article 15: CURRENCY OF BID AND PAYMENT**

Offers must be in the prevailing currency of the country where the Contracting Authority is based otherwise must be prove of conversion in an annex.

#### **Article 16: VALIDITY OF BID**

Offers shall be valid within the period specified in the Special Tender Regulation and shall be fixed by the Contracting Authority, counting from the date of submission of offers. Offers whose period of validity will be too short shall be considered not being in compliance (rejected) and prolongation of the validity period by a bidder without prior authorisation from the Contracting Authority on request from the bidder shall be rejected.

#### **Remarks:**

-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 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.

-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**

The amount of the bid bond shall be as specified in these General Tender Regulations and must be of the model presented in the tender file or otherwise any other model must have been authorized by the Contracting Authority before use. 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 these General Regulations. Hence:-

- (a) 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.
- (b) The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.

## **D-SUBMISSION OF BIDS**

### **Article 21: SEALING AND MARKING OF BIDS**

Each bidder shall seal each original and the correspondent copies of the bid in separate envelopes (*called internal envelopes*) by marking on these documents "ORIGINAL" and "COPY", as the case may be. The envelopes shall then be put in another envelope (*called external envelope*) which shall equally be sealed but which shall not give any indication regarding the identity of the bidder. The external and internal envelopes:

- a) should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
- b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "**TO BE OPENED ONLY DURING THE BIDS-OPENING SESSION**" as specified in the Special Regulations.

The internal envelopes on the other hand, should equally carry the name and address of the bidder to enable the Contracting Authority return the sealed bid if it is late in accordance with the General Regulations.

*Remark: If the external envelope is not sealed and marked as indicated in Article 21 here 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**

Bids bearing the specified address shall be submitted to the Contracting Authority or to the Service of Award of Contracts at the Zhoa Council against a duly signed receipt bearing the date and time specified in the Special Tender Regulations. Each bidder after submission shall before departure, ensure that the external envelope (*enclosing envelopes A, B and C*) is stamped and dated. After submission no bid (regularly submitted) shall be withdrawn, supplemented or modified. Hence, in the case where the envelope shall not be sealed or without the appropriate inscriptions on it, the administration shall decline all responsibilities for misdirection or premature opening. Any bid opened prematurely shall be rejected and returned to the bidder.

Hence all documents submitted by a bidder in any capacity, following this open national invitation to tender, must be established exclusively:

In English or French language,

- Using the metric system for quantities,
- Expressing all costs (prices) in francs FCFA.

### **Article 23: OUT OF TIME-LIMIT BIDS**

After the specified deadline, any bid shall be declare late and rejected.

### **Article 24: MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF 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". Hence:-

- (a) 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.
- (b) In application of paragraph 1, bids being requested to be withdrawn by bidders shall be returned to them unopened.
- (c) 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.

→ In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public contracts and the Contracting Authority.

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

**Article 26: CONFIDENTIAL NATURE OF THE PROCEDURE**

No information relating to the examination, clarification, evaluation and comparison of offers and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders nor to any person concerned with the said procedure before the announcement of the results. Hence, any attempt by a bidder to influence the committee in charge of evaluation of bids or the Contracting Authority in his award decision may cause the rejection of his offer.

**Article 27: CLARIFICATIONS ON THE BIDS AND CONTACT WITH THE CONTRACTING AUTHORITY**

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

Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the committee in charge of evaluation for questions related to their offers, between the opening of envelopes and the award of the contract.

**Article 28: DETERMINATION OF COMPLIANCE OF BIDS**

An offer that conforms to the Tender File shall essentially be an offer that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:-

- i) which substantially limits the scope, quality or realisation of the works;
- ii) which substantially limits and is not in conformity with the Tender File, the rights of the Contracting Authority or the obligations of the bidder in relation to the contract; or
- iii) Whose correction would unjustly affect the competitiveness of the other bidders who presented offers that essentially conformed to the Tenders File.

If an offer is essentially not in conformity it shall be rejected by the competent Tenders Board and shall not eventually be rendered in conformity.

The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of offers

During evaluation, the committee concerned shall:-

- Carry out a detailed examination of offers to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the offers are in proper order. Hence, the committee in charge of evaluation shall:-
- Determine if the offer is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- Ensure that the successful bidder, because having an offer substantially in conformity with the provisions of the Tender File, fulfils the qualification criteria stipulated in Special Regulations. It is essential to avoid any arbitrariness in determining qualification.
- Verify offers considered essentially in conformity with the Tender File to correct the possible calculation errors.

**Article 29: QUALIFICATION OF THE BIDDER**

prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the tasks stipulated and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory it may propose to the Contracting Authority to reject the offer.

As well, the estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of offers. Hence, the Contracting Authority reserves the right to accept or reject any modification, difference or reservation. The modifications, differences, variants or other factors which exceed the requirements of the tender file are not taken into account during the evaluation of offers.

**Article 33: 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 when 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 34: AWARD OF CONTRACT**

Within three (3) days maximum as from the date of reception of the award proposal, the Contracting Authority shall decide either to publish the results or request for re-examination. **If the Contracting Authority decides to publish the results, he 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, that is, in function of the provisions of the Special Regulations of the invitation to tender, if 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. In this case, the lowest bid shall be determined by evaluating the offers 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. Hence, 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. This is carried out by careful study on the unit prices, the bill of quantities and cost estimates and the sub detail of prices presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his final contract amount. As concern the procedure for the award, it shall consist of:-

- \* The preparation, thorough verification and awarding of the contract according to the rules and procedures defined by the legislation in force for Public contracts to enable effective execution.
- \* The winner shall be notified through his official address or public media. He/she shall in two (02) days fulfil the formalities related to the awards, especially to submit at least five (05) copies of the proposed contract to the office of the Contracting Authority for transmission to the tenders Board for study and observations in order for the final version to be established, into which the winner shall enter and be signed by the Contracting Authority after the finance visa.

**NB:**

- In the case where the company does not fulfil these conditions, he/she shall be reminded of his/her chance which shall later on be simply annulled without further notice and the next bidder in the ranking shall be called in for replacement.

- Once the Contracting Authority has signed the contract (Jobbing Order), the contractor shall be notified. The contractor shall ensure that he contacts the Project Engineer as soon as possible for the beginning of execution of works within three (03) days to following notification of the Service Order to start work by the Project Owner. Failure to respect the duration shall be considered withdrawal and eventual cancellation of contract. The contract may be cancelled outright in the cases provided for by Decree N<sup>o</sup>: 2018/366 of 20<sup>th</sup> June 2018 instituting the Public Contracts Code.

**Article 35: PUBLICATION OF RESULTS OF AWARD AND PETITIONS**

This includes the facts that:-

- Only works and services actually earmarked and executed under the contract shall be paid to the contractor without exceeding the prescribed quantities. Payment shall be done by application of unit prices to the quantities and/or volumes of the tasks executed
- Control and follow-up operations of the project site shall be carried out by the Project Engineer (Divisional Delegate of Energy and Water Resources for Menchum) in collaboration with the Project Owner and the Delegation of Public Contracts (*Staff of the Control Brigade and other staff as the case may be*). They shall be required to give reports on the tasks executed. The Project Engineer shall prepare payments that shall be VISAED by the Divisional Delegate of Public Contracts Menchum (Final Payment) and transmitted for payment into an account opened by the contractor to this effect.
- Tasks to be executed are placed under the supervision of the Menchum Project Follow-up Committee.
- Members of the Follow-up Committee may separately visit the site at any stage of the construction works and have access to the entire document pertaining to the follow-up for proper execution of works.

THE MAYOR OF ZHOA COUNCIL  
(CONTRACTING AUTHORITY)



- A2. A Treasury Receipt showing the payment for the tender fee of **Ten thousand (10,000) FCFA**.
- A3. An attestation of a bank account in the name of the company (enterprise).
- A4. The original copy of a bid security in bidder's name (Bid bond, or Certified Bank cheque, Legal mortgage or Bank Guarantee) with the CEDEC receipt attached to it of Two hundred thousand (200,000) FCFA from a bank accredited by the Ministry of Finance and recognised by COBAC ("Commission Bancaire pour l'Afrique Central") (see Model Form N° 04 for format).
- A5. A certified copy of Tax payer's card (must bear the current tax regime of the bidder). Project TTC. (with tax regime same as in Tax payer's card) with the above amount of the contract TTC
- A6. An Attestation of non indebtedness ["Attestation de non Redevance"] testifying that the bidder owes no taxes.
- A7. An original certificate of non-bankruptcy from the court of First Instance of the Headquarters of the enterprise (Affidavit).
- A8. An original current certificate from the National Social Insurance Fund (CNPS) certifying that the bidder has effectively paid his social contributions.
- A9. An original Certificate of non exclusion from the public contracts by the Regulatory Organ of Public Contracts (ARMP).
- A10. An original attestation of site visit signed by the Managing Director of the company/enterprise or a Representative duly mandated see Model form N° 13 for format
- A11. Certified copy each of Attestation of localisation and sketch plan of localisation of the enterprise
- A12. The Special Tender Regulations initialled and signed on the last page.
- A13. The Special Administrative clauses initialled and signed on the last page
- A14. Power of attorney where necessary
- A15. Group agreement as the case may be, that is, the agreement of association must be drawn up by a notary in case the bidder is representing a group of enterprises
- A16. Certificate of categorization

## 2. ENVELOPE B-Technical Documents

Technical offer will contain:-

- (a) Information on the qualification of the bidder.
- (b) Methodology bearing the constituent elements of the technical proposal of the bidder such as:-
- (i) Methodological note on the analyses of the tasks involved
  - (ii) Organization of the company towards the accomplishment of the tasks.
  - (iii) Planning on which the company depends to accomplish the tasks
- (c) Prove of acceptance of the conditions of the contract by putting visa on the administrative and technical documents such as the Special Administrative conditions ("CCAP") and the Special Technical Conditions ("CCTP")
- (d) Commentary on the technical choice of the project and eventual proposal (as the case may be)

To this effect, it shall contain the documents cited below placed in that order:

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
B1	Equipment list	It shall show clearly the means at the disposal of the enterprise to carry out the job (See Model form N° 12 for format)	Attach certified copies of title deeds, vehicle registration certificate(s), receipts, etc. <b>NB-</b> The equipments and tools must be present at the site during each phase of the execution
B2	Personnel list	It shall contain: <b>Works Supervisor:</b> At least a Senior Rural/Civil or electrical Engineering Technician with at least 3 years' experience in Hydraulic water points construction/maintenance.	Attach for each person a CV (signed and dated by the individual) as well as a certified copy of highest diploma of each person concerned. Key Personnel shall include the Works Supervisor Works Foreman. <b>NB-</b> All key personnel must present commitment of availability duly

- In accordance with Article 13 of the General Regulations of the Invitation to Tender, a Bidder may indicate a rebate (discount) on his financial offer provided the phrasing of the rebate does not go against the stipulation of any Public Contracts Regulation.

**ARTICLE 06: SUBMISSION OF BIDS (OFFERS)**

Each offer written in English or French shall be signed by the bidder or by a duly authorized Representative and presented in seven (7) copies that is **one (01) original and six (06) copies** labelled as such. These shall be submitted in one external sealed envelope containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical document and Envelope C: Financial document. It shall reach the Zhoa Council, Service in charge of contracts award *in the Zhoa Council* not later than ----- 2026 at 11am local time. The sealed external envelope shall be free of all identification marks, failing which it shall be rejected.

The sealed external envelope addressed to the Contracting Authority shall bear the following inscriptions:

**OPEN NATIONAL INVITATION TO TENDER**

N<sup>o</sup> \_\_\_/ONIT/MINDDEVEL/ZC/MAYOR/ZCITB/MCH/2026 OF ----- 2026 FOR  
**THE INSTALLATION OF SOLAR LIGHTENING AT THE ZHOA CMA IN FUNGOM SUB-DIVISION, MENCHUM DIVISION OF THE NORTH WEST REGION.**

*(To be opened only during the bids opening session of the Tenders Board)*

**ARTICLE 07: ADMISSIBILITY OF BIDS:**

Under pain of rejection, administrative documents must be produced in originals or true copies certified by the issuing services of the required administrative documents (*Examples: Taxation Officials, Bank Officials, etc.*) or by Administrative Authorities and must imperatively be produced in accordance with the Special Tender Regulations. They must obligatorily not be older than three (03) months or must not be produced after the signing of the tender file. Double certification shall not be accepted. Any bid that shall not be in conformity with the prescriptions of this notice and tender file shall be declared inadmissible (null and void), especially offers containing a bid bond not issued by a first rate bank approved by the Ministry in charge of Finance.

The bid bond which shall only be released by the Contracting Authority will be released no later than thirty (30) days after the period of bid validity for unsuccessful bidders. For the contractor (bidder to whom the contract is awarded), the bid bond shall be returned to the contractor by the Contracting Authority once the final bond has been provided and the corresponding amount refunded by the Bank upon presentation of the original bid bond.

Bidders shall remain committed to their offers for a period of ninety (90) days from the last date of for the submission of tenders, that is, the tenders shall be valid for ninety (90) days with effect from their submission deadline.

NB: The contractor shall during site installation, present the originals of the respective certified documents for strict verification of their authenticity.

**ARTICLE 08: OPENING OF BIDS(OFFERS):**

Bids shall be opened by the Zhoa council Internal Tenders Board in a single phase in that order on the ----- 2026 at 1pm local time in the hall at the Zhoa Council. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic, that is, any bid which shall not comply with the requirements of the tender file shall be rejected.

**ARTICLE 09: EVALUATION CRITERIA**

<p><b>EXPERIENCE OF THE CONTRACTOR</b></p> <p><i>See Model form N° 11 for format</i></p>	<p>Orders) That is, Bidder's experience with similar works.</p>
<p><b>QUALITY OF PERSONNEL AND MANAGEMENT OF THE COMPANY</b></p> <p>NB- All key personnel must present commitments of availability duly signed &amp; certified by the personnel concerned <i>See Model forms N° 8 &amp; Form N° 9 for format</i></p>	<ul style="list-style-type: none"> <li>- List of personnel deployed to the project with works Supervisor being at least a Senior Civil/Rural Engineering Technician with at least 3 years' experience in construction and Foreman being at least a Civil/Rural Engineering Technician experience with at least 5 years' in construction.</li> <li>- Certified copies of certificate(s) or diplomas of at least the key personnel (Supervisor and Foreman) relevant to the works concerned</li> <li>- Curriculum Vitae (CV) of the above personnel signed and dated by the individuals respectively (<i>see Model form N° 10 for format</i>).</li> <li>- Commitment forms of Supervisor and Foreman (<i>see Model form N° 09 for format</i>).</li> <li>- Company's organizational chart</li> <li>- Project's organizational chart</li> </ul> <p>That is, <i>Qualification, skills and professional experience of key personnel relevant to the works.</i></p>
<p><b>TECHNICAL EQUIPMENT AND TOOLS</b></p> <p>NB- <i>These equipments and tools must be present at the site before and during each phase</i> <i>See Model form N° 12 for format</i></p>	<ul style="list-style-type: none"> <li>- The list of equipment to be used in the execution of the project containing least a dump truck and a pickup</li> <li>- List of tools to be used in the execution of the project</li> <li>- Proof of ownership for the equipment and tools, i.e. registration certificates or performance invoices for equipment that are to be hired and purchase receipts for tools.</li> <li>- Description of equipment (giving mark, registration, etc)</li> <li>- Evidence of normal functioning of equipment</li> <li>- A statement of present location of equipment</li> </ul> <p>That is, <i>Compliance with technical specifications of the tender file as well as equipments and tools vital for the execution of the works.</i></p>
<p><b>METHODOLOGY FOR THE EXECUTION OF WORKS</b></p>	<ul style="list-style-type: none"> <li>- The planning (schedule of the execution of works)</li> <li>- Description of the organization of worksite and methods of execution of works with technical details</li> <li>- The duration for the execution of the works</li> <li>- Security measures on site</li> <li>- Environmental protection</li> <li>- Site visit report (<i>see Model form N° 14 for format</i>).</li> <li>- Appropriate technical specifications</li> </ul> <p>That is, <i>Methodological approach and relevance of proposed solutions as well as work planning and schedule.</i></p>

(ii) Financial Offer, it shall consist of going through the bill of quantities in reference to the unit price schedule and the sub detail of unit prices.

**ARTICLE 10: VALIDITY OF OFFERS:**

Bidders shall remain committed to their offers for ninety (90) days from the deadline set for the submission of tenders (offers).

**ARTICLE 11: AWARD OF THE CONTRACT:**

The contract shall be awarded to the lowest bidder who must have fulfilled the administrative, technical and financial requirements.

**ARTICLE 12: COMPLEMENTARY INFORMATION:**

Additional information may be obtained during working hours from the service for the Contracts Award at the Zhoa Awa Council.

**ARTICLE 13: AMENDMENT TO THE INVITATION TO TENDER:**

DOCUMENT N° 04

**THE SPECIAL ADMINISTRATIVE CONDITIONS**

<b>CONTENT OF THE SPECIAL ADMINISTRATIVE CONDITIONS</b>	
<b>CHAPTER I</b>	<b>GENERAL PROVISIONS</b>
Article 1	Purpose of the Invitation to tender
Article 2	Laws and rules applicable
Article 3	Mode of contract award
Article 4	Language applicable to the Invitation to tender
Article 5	Funding
Article 6	Content of the Invitation to tender
Article 7	Definition and duties
Article 8	Representative of the Contractor (Entrepreneur)
Article 9	Content of tasks to be executed
Article 10	Service order/Notification and correspondences
Article 11	Knowledge of the site, general conditions of tasks and residence of the Contractor
<b>CHAPTER II</b>	<b>EXECUTION OF TASKS</b>
Article 12	Consistency of tasks, Time-limits for execution / time-limits for mobilization
Article 13	Obligation of the Contracting Authority
Article 14	Role and responsibility of the entrepreneur (Contractor)
Article 15	Insurance and protection of the site
Article 16	Planning of work and Sub-contracting
Article 17	Construction drawings and documents
Article 18	Equipment and personnel to be put in place
Article 19	Replacement of key personnel
Article 20	Modification to structures and temporal suspension of execution
Article 21	Materials
Article 22	Demolition of faulty structures and unapproved materials
Article 23	Rights and patents
Article 24	Work phases
Article 25	Access to the site
Article 26	Duties of the Project Engineer
Article 27	Project site meetings
Article 28	Project record
Article 29	Putting the site at the disposal of the Contractor

THE SPECIAL ADMINISTRATIVE CONDITIONS

CHAPTER I: GENERAL PROVISIONS

Article 1: PURPOSE OF THE INVITATION TO TENDER

The purpose of this invitation to tender is for the installation of solar lightening at Zhoa CMA, Fungom Sub Division, Menchum Division-North West Region.

Article 2: LAWS AND RULES APPLICABLE

The laws and rules applicable are those in force in the Republic of Cameroon.

Article 3: MODE OF CONTRACT AWARD

The contract shall be awarded following Open National Invitation to Tender N°         /ONIT/MINDDEVEL/ZC/MYYOR/ZCITB/MCH/2026 of          2026 in accordance with Decree N°: 2018/366 of 20<sup>th</sup> June 2018 instituting the Public Contracts Code.

Article 4: LANGUAGE(S) TO BE APPLICABLE IN THE JOBBING ORDER

English and/or French shall be the languages applicable in the Jobbing Order arising from this invitation to tender.

Article 5: FUNDING

Works referred to in the Invitation to Tender shall be funded through the 2026 Public Investment Budget under the supervision of the Ministry of Energy and water resources.

Article 6: CONTENT OF THE INVITATION TO TENDER

It shall be composed of:-

Title I: The Special Administrative Conditions,

Title II: The Special Technical Conditions,

Title III: The Unit Price Schedule and

Title IV: The Detailed Cost Estimates (Contractor's bid) which must bear total without taxes, value added tax (VAT), income tax (AIR), total taxes, total with taxes inclusive (ATI) and net to be payable.

With general reference texts being:-

- Law N° 96/12 of 5<sup>th</sup> August 1996 relating to the framework law on environmental management;
- Decree No.2002/030 of 28<sup>th</sup> January 2002 relating to the setting-up, organisation and functioning of Public Contracts Tenders Boards; Modified by Decree N°. 2018/366 of 20<sup>th</sup> June 2018 to lay down the Public Contracts Code;
- Order N° 093/CAB/PM of 5<sup>th</sup> November 2002 to fix the amount of the bid bond and the purchase of tender files;
- Decree No.2003/651/PM of 16<sup>th</sup> April 2003 to lay down the tax and customs regime applicable to Public Contracts;
- Decree N°. 2018/366 of 20<sup>th</sup> June 2018 to lay down the Public Contracts Code;
- Circular N° 004/CAB/PM of 30<sup>th</sup> December 2005 relating to the application of the Public Contracts code;
- Order N° 033/CAB/PM of the 13<sup>th</sup> February 2007 bearing the general administrative conditions
- Circular N° 002/CAB/PM of 31<sup>st</sup> January 2011 relative to the amelioration of the performance of Public Contracts system;
- Circular N° 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;
- Order N° 22/CAB/PM of 2<sup>nd</sup> February 2011 to lay down conditions for the recruitment Individual consultants;

8.2- For the execution of the present invitation to tender, the contractor "elects Residence in the Sub Divisional Headquarters of Zhoa Sub-Division". In case of change of domiciliation without informing the administration, all notifications destined to the contractor shall be addressed care of (c/o) the Divisional Office of Zhoa Sub-Division of execution of the project.

That is, within ten (10) calendar days following notification of the service order, the contractor shall be bound to ensure the foreman who shall have sufficient powers for representation and decision to lead the works is permanent on site. Information on the presence of the foreman on site shall be addressed by letter to the Project Engineer.

**Article 9: CONTENT OF TASKS TO BE EXECUTED**

The tasks which form the subject of this invitation to tender are spelt out in the Special Technical Conditions.

**Article 10: SERVICE ORDER/NOTIFICATION AND CORRESPONDENCES**

Service Order

Exception of Service Orders patterning to warnings and remedial actions during the guarantee period, other services shall be signed by the Contracting Authority in at least five (05) copies and notified to start works by the Project Owner relating to the normal execution period of works. The Project Owner shall transmit copies of the notified Service Order to the Contractor, Contracting Authority, Project Engineer and the Public Contracts Regulatory Organ.

*REMARK: The Contracting Authority shall have the right to notify service orders signed by him that are to be notified by the project owner in case this is not done within 30 days.*

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

Hence, Service Orders on warning notices will be signed by the Project Owner and transmitted to the contractor with copies to the Contracting Authority and the Project Engineer while those on remedial actions during the guarantee period shall be signed by the Project Engineer with copies addressed to the Contracting Authority and Project Owner. Any of such Service Order shall only take effect when the Contractor acknowledges having received.

Correspondences

All communication between the any parties (Contracting Authority, Project Owner, Contractor, Contract Engineer, Project Manager, etc) relating to the execution of the contract shall be exclusively by writing. They shall be sent by mail, telegrams, telex, fax, e-mails submitted against acknowledgement of receipt at the appropriate addresses indicated by the parties to this effect. It shall hence be prohibited any communication between the contracting authority and the contractor relating to the execution of the work which is not confirmed in writing

The contractor will address all written notifications or correspondences to the Project Engineer with copies addressed to the Contracting Authority and Project Owner/Authorizing Officer.

**NB:-**The contractor has ten (10) days within which to give observations on all Service Orders received.

The fact of giving out some reservations does not free the company from executing the Service Orders received.

**Article 11: KNOWLEDGE OF THE SITE, GENERAL CONDITIONS OF TASKS AND RESIDENCE OF THE CONTRACTOR**

The contractor (entrepreneur) in order to make concrete performance proposals shall be expected to have at his expense visited and acquainted himself with the project site, the effective tasks to be accomplished and the surroundings so as to have adequate knowledge of all its features, the nature of tasks to be executed, the type of materials to be supplied, ways and means of access to the site, the necessary facilities, and also the following:-

- The general conditions of execution of tasks and in particular the specific needs.
- The proper physical conditions of the project site (the nature of soil, the nature and quantity of materials met on the surface or likely to be met underground, etc).

## CHAPTER II: EXECUTION OF THE TASKS

### Article 12: CONSISTENCY OF THE WORKS, TIME-LIMITS FOR EXECUTION/TIME-LIMITS FOR MOBILIZATION

The tasks that form the subject of the present invitation to tender consist of all works foreseen in the bill of quantities estimated for the installation of solar lightening at Zhoa CMA, Fungom Sub Division, Menchum Division-North West Region.

Time-limits for execution covers:

- Transfer of networks and traffic maintenance.
- Supply of materials;
- Realization of tasks;

Under no circumstances shall the duration for execution exceed ninety (90) calendar days except in the situation of Force Majeure. Since a contract whose execution duration is maximum one (01) year can not undergo price revision, price revision shall not be tolerated during the execution of this project.

Time-limits for mobilization shall run as from the date of reception of the service order to start work. Within this time, the contractor shall not modify any of his unit prices. A copy of the service order shall be forwarded to the Contracting Authority, signatory of the contract.

### Article 13: OBLIGATION OF THE CONTRACTING AUTHORITY

The Contracting Authority (CA) shall take all necessary measures to facilitate the execution by ensuring that the contractor submit two (02) original copies of the registered contract and three (03) photocopies of the registered contract within a maximum duration of thirty seven (37) days as from the date of notification of the contract otherwise he/she (the contractor) will be sanctioned. The copies will be distributed as follow:-

- One original copy to the office of the Contracting Authority
- One original copy to the office of the Regulatory Organ (*copy to be given to the CA*)
- One photocopy to the office of the Control Brigade, D.D. MINMAP Menchum (*copy to be given to the CA*)
- One photocopy to the Divisional Delegation, MINEPAT Menchum (*copy to be given to the CA*) and
- One photocopy to the office of the Chief of Contracts Award (*copy to be given to the CA*)

### Article 14: ROLE AND RESPONSIBILITY OF THE CONTRACTOR(ENTREPRENEUR)

The contractor shall provide to the Contracting Authority two (02) original copies of the registered contract and three (03) photocopies of the registered contract to be distributed as stipulated in Article 13 above and submit a copy each of an original copy to the Project Engineer and Project Owner. The contractor has as mission to assure the execution of tasks under the control of a Project Engineer and in accordance with the rules and norms in force. Hence, the contractor is responsible with regard to the administration, for the organization and the conduct of the site, the quality of the materials and supplies used by him, their perfect adaptation to the needs of the site and the good execution of tasks. Tasks will be executed in accordance with the plans and technical specifications, that is, according to the rules of the art. To this effect, the contractor shall take all measures to provide all necessary means to hire competent staff.

Hence:

\*He shall within the thirty(30) days from date of notification of the service order to start work, submit to the Chief of Service of the Contract for approval an execution program otherwise he shall pay penalties amounting up to 1/5000<sup>th</sup> of the contract amount (ATI) for every calendar day of lateness. These

#### **Article 16: PLANNING OF WORKS AND SUB-CONTRACTING**

Within ten days from the date of notification of the service order to begin works, the contractor shall submit to the Project Engineer the program of works (planning) in five copies for approval. The contractor shall constantly update the planning of works, considering the advancement on site. Any important modifications to this program will only be applied after having received the project engineer's prior agreement. It shall be established every month end at the contractor's diligence and at his expenses, the state of advancement of works to be sent to the administration in seven copies.

The contractor may assign execution of part of the contract to one or several sub-contractors provided he mentioned it clearly in his bids in terms of qualifications, references of the Sub Contractor envisaged and percentage of the initial contract amount and its additional clauses to be sub contracted. All subcontracting to a third party for the execution of a part of the works foreseen in the contract arising from this invitation to tender shall be subordinated to the prior authorization of the Contracting Authority at a maximum of 30% of the initial contract amount and its additional clauses. This authorization shall not free the contractor from any of his contractual obligations. The contractor shall see to it that the sub-contractor is in order with Cameroon's Administration. Sub-contractors shall fulfil the same conditions as the main contractor. Non-compliance with the above provisions shall give rise to termination of the contract. Sub-contractors shall fulfil the same technical and financial conditions with the contractor. They shall execute the works under the sole and full responsibility of the main contractor.

Whatever the case, before the Contracting Authority, the contractor shall remain solely responsible for the discharge of the contract as per the contractual obligations.

*Remark: Penalties of 1/5000<sup>th</sup> the initial contract amount shall be applied on any stakeholder who delays from seven (07) days and above the process required to validate the subcontracting.*

#### **Article 17: CONSTRUCTION DRAWINGS AND DOCUMENTS**

Detailed drawings and other documents necessary for the execution of works shall be down up by the contractor based on the documents of the tender file.

These drawings shall be submitted to the Contracting Authority at least ten (10) days before the start of any work. Designs shall be checked and completed, if necessary, by the contractor who shall then give them to the Contracting Authority at least eight (08) days before the start of works. Within seven (07) days, the Contracting Authority shall make his remarks and observations known to the contractor. After this deadline, the Contracting Authority shall be considered as having given his approval.

The approval of the Contracting Authority shall in no way reduce the responsibility of the Project Engineer for designing and executing the works.

Before the provisional acceptance, the contractor shall furnish to the Project Engineer three (03) copies of the working plans for the works actually done including a clear original copy.

That is, plans of details and other necessary documents for the execution of works will be established by the contractor on the basis of the technical file. Before the final reception, the contractor will hand to the project engineer three (03) copies of the plans of works really executed ("plan de récolement") called as-built-plan with one clear original.

#### **Article 18: EQUIPMENT AND PERSONNEL FOR THE PROJECT**

The contractor shall undertake to mobilize the human and material resources necessary for satisfactory execution of works as required by the Special Administrative and Technical Conditions.

Any amendments to this invitation to tender shall be subject to the prior written approval of the Contracting Authority. In case of any replacement of personnel, the contractor shall replace personnel with personnel of at least equal competence (qualifications and experience) or in case of equipment, with of equal performance and in good working condition.

**Article 24: WORK PHASES**

The contractor shall respect the breakdown of works into various phases as spelt out in his bid so as to make control easy and meet the duration stated in his work plan.

**Article 25: ACCESS TO THE SITE**

The Project Engineer and any other person authorized by him may, at any time, have access to works, on the site, to workshops and any work place, as well as any place where the materials, manufactured products and tools used for works come from.

Moreover, as part of the duty of checking the effectiveness of works, duly mandated representatives of bodies in charge of payment shall have access to the site and to any information necessary for the achievement of this mission.

**Article 26: DUTIES OF THE PROJECT ENGINEER**

The duty of the Project Engineer is to ensure that works are executed properly and in accordance with the terms and conditions of the contract. The Project Engineer shall not relieve the contractor of any of his obligations under the contract or order any task that may delay the execution of works or lead to additional payment by the Contracting Authority or order any significant modification to the structure to be constructed. The Project engineer shall have the power to prepare and sign orders for technical services.

At the request of the Contractor and Project Engineer, counter-records may be drawn up to fix quantities for some structures. Such records shall be needed in case a structure may not be measured again.

The Project Engineer shall have the following duties:

- Ensure in collaboration with the Chief of Service of the contract, the approbation of execution documents within seven (07) days otherwise Administrative Sanctions as per the regulations in force shall be applied on him;
- Controlling works on the site to ensure that they are advancing in accordance with the agreed schedule of execution;
- Controlling and approving execution plans, drawings and designs;
- Cross-checking and approving the implantation of works, as each implantation shall be subject to an approval report signed by the Contracting Authority and the contractor;
- Controlling and approving origin of materials and compliance with the terms and conditions of the contract;
- Making a daily statement on works and supplies presented by the contractor;
- Controlling the detailed accounts and provisional monthly statements on works submitted by the contractor;
- Proposing solutions or specifications about works underway to the foreman or contractor;
- Making proposals for preparation of provisional or final acceptance to the Contracting Authority at the request of the contractor;

**Article 27: PROJECT SITE MEETINGS**

Project site meetings shall hold on regular basis at the initiative of the Project Engineer. Since it shall be a works contract, project site meeting shall take place every week during which the report of each meeting shall be signed on the site by the participants who shall each have right to a copy. A copy of the report shall be forwarded to the Project Owner for appraisal and intervention on points not resolved, susceptible to perturbate the smooth running of the operations. The contractor shall be bound to attend these meetings. Refusal to transmit the report shall attract penalties of 1/5000<sup>th</sup> per report, the cost of the contract of the Project Engineer as the case may be.

**Article 28: SITE RECORD**

A project record shall be kept by the contractor and put at the disposal of the Project Engineer or contractor's representative.

- Controlling the quality and quantity of the structures constructed;
- Carrying out trials provided for by the Special technical conditions;
- Recording the possible non-execution of works provided for under the contract;
- Recording the folding up of the installations and cleaning of the project site;
- Recording the completion of works;
- Recording the quantities of works actually executed.

During this pre-technical acceptance, the Project Engineer may identify reserves and recommend tasks to be accomplished before the date of technical acceptance. The Contractor shall request for technical acceptance by writing to the Project Engineer with copy to the Contracting Authority. The agreed date shall be communicated to the other technical committee members. The commission for technical acceptance shall be composed of:-

- A Representative of the Project Owner ..... Chairperson
- The Project Engineer ..... Secretary
- The CDO of the council..... Member
- The Contractor ..... Member
- The Representative of MINMAP Menchum ..... Observer

**Remark:** *The technical acceptance report shall be prepared by the Project Engineer on the site and signed by at least 2/3 commission members on site as well. Technical acceptance shall mark the end of execution of works. Hence, if the Contractor was already within the penalty zone, counts of calendar days overrun shall stop on the day of technical acceptance. In case of delay of technical acceptance caused by one or more members of the commission, the date that was agreed upon and communicated to all members shall mark the end of counts of calendar days overrun.*

**Article 34: PROVISIONAL ACCEPTANCE**

After technical acceptance, the Contractor shall request for acceptance by writing to the Project Owner with copies to Project Engineer and Contracting Authority. It shall be recommended to the Project Owner by the Project Engineer and the date for it shall be agreed upon based on confirmation from the Contractor. The Project Owner shall then invite members of acceptance committee made up of:

- The Project Owner or Representative..... Chairperson
- The Project Engineer..... Secretary
- The Contracting Authority or his Representative ..... Member
- The Chief of Service for the Contract..... Member
- The Contract Manager ..... Member
- The stores accountant ..... Member
- The Contractor..... Member
- The Representative of MINMAP Menchum ..... Observer
- The Village Chief or Representative ..... Observer, if need be

During acceptance, the committee shall examine the reports of the pre-technical and technical acceptances and carry on the acceptance if appropriate. The Secretary of the committee shall draw up a report which may declare either of the following:

- Refusal of acceptance of works;
- Acceptance of works with reserve;
- Acceptance of works without reserve.

**Remark:** *A reception report shall be prepared by the Project Engineer on the site and signed by 2/3 commission members on site as well.*

**NB:** 2/3 above mentioned committee members are present, Acceptance will take place.

**Article 35: PERIOD OF GUARANTEE**

- the nature and quality of the land and soils;
- transport and access conditions to the site at any period of the year;
- constraints relating to the geographic situation of works;
- water regime and rainfall in the area and possible risk of flood ;
- Presence or absence of a Development association in the village.

The amounts of the price list comprise all the expenses of the manpower participating directly or indirectly in the execution of works, including salaries and allowances, insurance charges, wage bill, travelling expenses.

They also comprise the following headings:

- Conveyance, assembling, maintenance, dismantling and folding up of all the structures including offices, laboratories, possible quarry material, workshops, accommodation etc;
- Conveyance, supply, storing and transport of all the materials, ingredient, fuel, lubricant, etc;
- Maintenance of existing structures used for the execution of the contract arising from this invitation to tender;
- Prospecting for sources of materials, extraction, storing, drainage of deposits;
- Measures aimed at reducing direct environmental impacts;
- Maintenance of structures during the period of guarantee;
- Insurance including civil liability;
- Insurance charges for the project;
- Financial charges and overheads for the project;
- Remuneration for profit and unknown factors.

Prices on the price list shall include all the execution charges whether or not they are provided for in the Special administrative conditions or the Special technical conditions. A modification of quantities may be brought in the volume of works, increasing or reducing it, irrespective of the volume of the works actually executed; unit prices of the unit price list shall be applied.

#### **Article 41: SUB -DETAILED PRICES**

The contractor shall have provided in his bid, the price sub-detail schedule drawn up in accordance with the rules in force and stating details on the amount of charges, allowances and manpower as well as the assembling, maintenance, dismantling, depreciation of the structures, tools and equipment as well as miscellaneous charges, overheads, incidental expenses and profits.

#### **Article 42: ADDITIONAL WORKS - VARIATION IN THE VOLUME AND NATURE OF WORKS**

In case of increase of the volume of works or structures not provided for in the contract, no extra bill shall be accepted on additional works executed by the contractor unless a Service Order issued.

Unit prices of the Price Schedule shall be applied if the additional works are accepted. The validation of these prices shall give rise to an additional clause. Shall be considered as new, any price not provided for in the unit price schedule or the detailed estimates of the contract.

#### **Article 43: PAYMENT**

Within the meaning of the security regime laid down Decree N<sup>o</sup>. 2018/366 of 20<sup>th</sup> June 2018 to lay down the Public Contracts Code; the following definitions of duties shall apply:

- (a) The Contracting Authority shall make sure all taxes appear on the contract and are deducted in the payment documents ("decompte");
- (b) The Divisional Delegate of Public Contracts shall visa the payment documents before the Final payment can be effected;
- (c) The Municipal Treasurer, Zhoua Council shall be in charge of payments;

- Seven copies of signed Statements of work done;
- Acceptance report signed by all the members of the acceptance committee;
- Report of execution of work ("attachement") signed by the Project Engineer and bearing the visa of the authorising officer ;
- A copy of the following documents making up the tax file certified by the relevant Authorities and dated less than three (03) months:
  - > An attestation of non-indebtedness;
  - > A location plan
  - > An attestation of localisation;
  - > A Taxpayer's card;
  - > A Business licence;
  - > A clearance attesting to the payment of taxes;
  - > An attestation of solvency (non-bankruptcy), also called certificates of incorporation;
  - > A Clearance Certificates issued by the National Social Insurance Fund ("CNPS").
  - > An attestation of Bank account;

**REMARK:** 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. The amount of payment shall not exceed the value of the technical execution phases carried out. In such a case, for payment to be effected the contractor shall before the 5<sup>th</sup> of the every month following the works executed transmit seven (7) copies of the partial invoices to the Project Engineer who shall within a time-limit of seven (7) days approve and forward for processing by the services of MINMAP and MINFI.

\* Venue of payment of works executed

It shall be carried out by the Municipal Treasury, Zhoa Council.

**Article 44: START-OFF ADVANCE**

The Contractor may through a simple request without any justification addressed to the Project Owner with copy addressed to the Contracting Authority obtain a so-called "start-off" advance or advance "for purchase of building materials". The Start-Off Advance or payment of the start-off advance shall be at most 20% the initial contract price (*i.e. all taxes inclusive*) but the advance must be guaranteed at 100% by a Bank recognized by Cameroon Ministry in charge of Finance or a First Rate financial institution. This advance may be released after the notification of the Service order to start the work. It's reimbursed by deduction done at 50% on each payment on the account ("décompte") made to the contract holder during execution as from when works must have been executed more than 40% of the contract and must be totally reimbursed not later than when the execution of the contract must have reached 80%, *i.e.* when the value of the basic price of the goods & services rendered shall have reached 80% of the contract price. Following of the rate of reimbursement of the advance, the Contracting authority shall authorize the payment of the corresponding part of the contract upon written request. Whatever be the case, the reimbursement must be completed one (01) month before the date of expiration of the contractual period. As the start-off advance is refunded, the Contracting Authority shall release the corresponding bid bond if the contractor requests it.

**Article 45: GUARANTEES**

Any Structure having issued a guarantee to a Contractor must undertake to pay on the order of the Contracting Authority, the amount corresponding to the guarantee in case of default on the side of the Contractor.

In respect to the maximum works execution deadline of three months defined in the tender, the prices shall be concluded firm and so shall be final and unchangeable. As well the contract arising from this tender shall not be subject to price revision.

Note should be taken that the contract amount that shall arise from this tender shall be lump sum. Hence, possible differences noticed for each type of structure or each element of the structure between the quantities in the cost estimates and the quantities effectively executed shall not lead to the modification of the said contract amount. This applies to errors that the cost estimates may include. The contract shall be paid on the basis of approved plans by the contracting parties.

#### **Article 47: STAMP DUTY AND REGISTRATION**

Seven (7) original copies of each constituent document of the contract arising from this invitation to tender shall be stamped and registered by at the expense of the contractor, in accordance with the laws in force; within thirty (30) days as from the date of notification of the contract by the Contracting Authority.

#### **Article 48: TAX AND CUSTOMS REGIME**

In respect to Decree N° 2003/651/PM of 16 April 2003 that defined modalities for the implementation of the tax and customs systems to Public Contracts taxes that shall be concerned with the contract arising from this invitation to tender shall be subject to the laws in force in the Republic of Cameroon.

#### **Article 49: PENALTIES**

- (a) **Penalties for lateness:** In case of failure by the contractor to complete the work within the contractual time-limits, he shall be subject to the following penalties:
- $1/2000^{\text{th}}$  of the amount of the contract per calendar day overrun, from the 1<sup>st</sup> to the 30<sup>th</sup> day;
  - $1/1000^{\text{th}}$  of the amount of the contract per calendar day, beyond the 30<sup>th</sup> day;
  - Penalties for lateness shall not exceed ten percent (10%) of the amount of the contract; A percentage higher than 10% shall lead to termination of the contract.
- (b) **Specific penalties:** Apart from penalties of overrun of the contractual time-limits, the Contractor shall be liable to the following particular penalties for the non-respect of the terms of the contract notably:-
- *The late provision of the final bond:* In case where the Contractor does not provide the final bond within the twenty (20) days from date of notification of the contract, he shall pay penalties amounting up to  $1/5000^{\text{th}}$  of the contract amount (ATI) for every calendar day of lateness;
  - *The late provision of the insurance policy:* If after fifteen (15) days from the notification of the contract the contractor has not provided an insurance policy covering all risk on site, all execution activities shall be suspended without suspending the execution deadline. Hence penalties arising from failure to complete the work within the contractual time-limits shall be paid. After two months from the date of notification of the contract the Contractor has not complied, the contract may be terminated;
  - *The late provision of the execution program:* In case where the Contractor does not provide the execution program within the thirty(30) days from date of notification of the service order to start work, he shall pay penalties amounting up to  $1/5000^{\text{th}}$  of the contract amount (ATI) for every calendar day of lateness. As well, these penalties shall be applied on any stakeholder who delays the process of approving the execution program submitted or who carries out abusive rejects of the execution program;
  - *The late request for site installation:* If within fifteen (15) days from the date of notification of the service order to start execution site installation is not carried out, the Contractor shall pay penalties of  $1/5000^{\text{th}}$  the cost of the contract (ATI) for every calendar day of lateness.
  - *The replacement of Key Personnel:* If in replacement of key personnel, the qualities of the personnel proposed are less than that of the personnel replaced in terms of qualification, experience and competence, such replacement shall attract penalties of  $1/5000^{\text{th}}$  the cost of the

- unilateral modification to provisions of the tender file relating to materials and supervisory staff;
- replacement of more than 50% of personnel ;
- Non-payment of insurance charges.

**Article 53: SPECIAL COMMERCIAL CHARGES**

The contractor shall declare that the contract agreement has not given and shall not give rise to the collection of special commercial charges.

In case special commercial charges are provided for under the contract agreement, the contractor shall reserve the amount of these charges for the Project Engineer on behalf of the Contracting Authority.

Moreover, if it is established that the contractor has received special commercial charges, he shall be subject to the sanctions provided for by the laws.

**Article 54: INTERNATIONAL TRANSPORTS**

In case where the execution of the contract requires transport of materials and equipment from abroad to Cameroon and vice versa, this transport shall be carried out in compliance with the provisions of international covenants and agreements at the expense of the contractor.

**Article 55: VALIDITY AND ENTRY INTO FORCE OF THE CONTRACT**

The contract arising from this invitation to tender shall become valid only after it must have been read and approved by the Contractor, visaed by the Municipal Treasurer, Zhoa Council and signed by the Contracting Authority. Its execution shall enter into force upon notification of the Contractor by the Contracting Authority.

**Article 56: INFORMATION TO BE POSTED**

The Contractor shall put up a visible sign board. (*total height=2,80meters, width=1,20meters, board thickness=2,5centimeters at 1,20meters above the ground level with poles embedded in concrete*) at the entrance of the site on a place approved by the Project Engineer, bearing the following text:

## DOCUMENT N° 05

# THE SPECIAL TECHNICAL CONDITIONS

## TECHNICAL SPECIFICATIONS FOR EXECUTION

This technical description of estimates is intended to define the content for the installation of solar lightening at Zhoa CMA, Fungom Sub Division, Menchum Division-North West Region.

### It VI-1- PREAMBLE

The present special Technical Clauses (CCTP) describes installation of solar lightening at Zhoa CMA, Fungom Sub Division, Menchum Division-North West Region.

### VI- TECHNICAL DESCRIPTION (INDICATIVE)

- Solar PV Capacity: 5-10 kWp (final size subject to energy audit)
- Battery Storage: Lithium or deep-cycle batteries (10-20 kWh)
  - Inverter: Hybrid inverter (5-10 Kva)
  - System type: Off-grid solar system
  - Coverage Areas: Maternity, consultation rooms, laboratory, pharmacy, cold storage, wards, offices, and security lighting.

### VII- IMPLEMENTATION PLAN

No.	ACTIVITY	DURATION
1	Site assessment and energy audit	3 days
2	System design and approval	7 days
3	Procurement of equipment	7 days
4	Installation and wiring	9 weeks
5	Testing and commissioning	2 days
Total duration: 30 days		

### VII- ENVIRONMENTAL AND SOCIAL IMPACT

- Reduction in carbon emissions
- Improved healthcare delivery and community well-being
- Minimal environmental impact during installation

DOCUMENT N° 06

**THE SHEDULE OF UNIT PRICES (*PRICE ENCLOSURE SLIP*)**

**CONTENT**

**CHAPTER I GENERAL PROVISIONS**

Article 01- General

Article 02- Definition and consistency of prices

Article 02: Definition and consistency of unit prices

Insert unit price

**SCHEDULE OF UNIT PRICES FOR THE INSTALLATION OF SOLAR LIGHTENING AT THE ZHOA CMA IN FUNGOM SUB-DIVISION, MENCHUM DIVISION OF THE NORTH WEST REGION.**

	<b>DESIGNATION</b>	<b>UNIT</b>	<b>Unit Price (InFigurs)</b>	<b>Unit Price (In Words)</b>
100	Solar panels of 280Watts (felicity)	u		
200	Batteries of 200AH (Felicity)	u		
300	Hybrid inverter of 3KVA and charge controller	u		
400	wiring accessories, and protection	ff		
500	2 DC Breakers of 40A each	u		
600	Solar mount and others	u		
700	Equipment rack	u		
800	Peripheral	U		
900	Supply and installation of ALL-IN-ONE single head solar security lamp (LED 5000 Lm; 60w) galvanised steel pole (6m ØI 00m 5mm thick) and other solar accessories with all suestions	U		

## DOCUMENT N° 08

### FRAMEWORK OF SUB-DETAIL OF PRICES

#### Note relating to the presentation of the sub-detail of prices and taxes

1, A sub-detail presents all the stages involved in the establishment of a sales price. It is also an important element for the evaluation of the quality of the price proposed by a bidder. It is not necessary to impose a model of presentation on all bidders, taking into account the great diversity of software for the determination of sub-details of prices. On the other hand, they must include the following elements;

- a. Detail of the sales coefficient according to the model presented after this note;
  - b- Cost in dry price of the materials provided for the site;
  - c. Cost in dry price of the supplies necessary for the site;
  - d. Cost of local and expatriate labour;
  - e. For each price on the Schedule of prices, a form resulting from points a, b, c and d above indicating the outputs leading to the unit prices;
  - f. The precise sub-detail of lump sums for the installation of the site camp, the carting in and out of equipment, laboratory and its equipment, development of a quarry (where need be), etc;
  - g. The precise sub-detail of lump sums for the building, maintenance of premises and supply of means put at the disposal of the Contracting Authority;
  - h. The sub-detail of dues and taxes.
- 2- Presentation framework of the sales coefficient, also called the coefficient of over-heads.

A. Overheads of the site

Studies

----

Total

-----  
C1

B. Overheads of the head office

- Head office overheads

- Financial overheads

- Risks and profits

Total

-----  
C2

Sales coefficient  $K = 100 / (100 - C)$  with  $C = C1 + C2$

3. The Contracting Authority may propose a framework of sub-detail of unit prices including the elements mentioned in point 1 above.

DOCUMENT N° 09

**MODEL CONTRACT**

**REPUBLIQUE DU CAMEROUN**

-----  
**PAIX – TRAVAIL – PATRIE**  
-----

**MINISTERE DE LA DECENTRALISATION ET  
DEVELOPMENT LOCALE**  
-----

**DELEGATION REGIONALE DU NORD-  
OUEST**  
-----

**DELEGATION DEPARTEMENTALE DE LA  
MENCHUM  
COMMUNE DE ZHOA  
SERVICE DE PASSATION DES MARCHES**

**REPUBLIC OF CAMEROON  
PEACE WORK FATHER LAND**  
-----

**MINISTRY OF DECENTRALIZATION AND  
LOCAL DEVELOPMENT**  
-----

**REGIONAL DELEGATION FOR  
NORTH WEST**  
-----

**DIVISIONAL DELEGATION OF  
MENCHUM  
ZHOA COUNCIL  
SERVICE OF CONTRACTS AWARD**

JOBGING ORDER N° /JO/MINDDEVEL/ZC/MAYOR/ZCITB/MCH/2026 of \_\_\_\_\_ 2026.  
AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER FOR THE

**INSTALLATION OF SOLAR LIGHTENING AT THE ZHOA CMA IN FUNGOM SUB-  
DIVISION, MENCHUM DIVISION OF THE NORTH WEST REGION.**

PROJECT OWNER: **THE MAYOR-ZHOA COUNCIL**

AUTHORIZING OFFICER: **THE MAYOR- ZHOA COUNCIL**

CONTRACTOR (HOLDER):..... **P.O BOX** ..... TEL..... Fax: .....

TRADE REGISTER N° (N° R.C.): .....

TAX PAYER N°: .....

BANK ACCOUNT N°: ..... AT ..... **(BANK)** AGENCY OF: .....

PURPOSE *(SUBJECT)* FOR **THE INSTALLATION OF SOLAR LIGHTENING AT THE ZHOA CMA IN  
FUNGOM SUB-DIVISION, MENCHUM DIVISION OF THE NORTH WEST REGION.**

PLACE: **ZHOA, FUNGOM SUB-DIVISION, IN MENCHUM DIVISION.**

DURATION: **NINETY (90) CALENDAR DAYS (THREE MONTHS)**

AMOUNT OF JOBBING ORDER:

TOTAL WITHOUT TAXES		F CFA
VAT = 19.25% NOT APPLICABLE		F CFA
TOTAL WITH TAXES (ATI)		F CFA
AIR <i>(Income on revenue =2.2% or 5.5%)</i>		F CFA
TOTAL TAXES		F CFA
NET TO BE PAID		F CFA

***NB: This Jobbing Order is signed in the amount of ...FRANCS CFA (all taxes inclusive ATI)***

FINANCING: **2026 PUBLIC INVESTMENT BUDGET, MINSANTE-REPUBLIC OF CAMEROON**

EXPENDITURE AUTHORIZATION N°: .....

VOTE OF CHARGE N°: .....

DATE OF ENTRY INTO THE CONTRACT: .....

DATE OF SIGNATURE : .....

DATE OF NOTIFICATION: .....

DATE OF REGISTRATION: .....

DOCUMENT N° 10

MODEL FORMS TO BE USED BY BIDDERS

FORM N° 02

**THE MODEL TENDER LETTER**

I (We) the undersigned .....  
Acting in the capacity of ..... in the name and on behalf of.....

.....at .....RC N°. .... by virtue of the power  
vested in me (us), resident at ..... (Town) ....., P.O.Box....., telephone N°. ....  
..... after having studied all the documents of the tender file relating to the Invitation to Tender  
N°. ...., and after having assessed in my (our) point of view and under my (our)  
responsibility the nature and difficulties entailed with the execution of the job. I (we) do hereby tender  
and commit myself (ourselves) to carry out works for the **installation of solar lightening at Zhoa CMA,  
Fungom Sub Division, Menchum Division-North West Region.**  
in keeping with the terms and conditions of the tender file in return for the sum of.....FCFA  
(.....Francs) *Total without Tax+VAT*, calculated on the basis of the unit  
prices stated in the Unit Price List and the detailed estimates, appended to this tender. The prices stated  
are tax inclusive.

I commit myself (we commit ourselves) if my (our) tender is retained, to execute the contract within  
four (04) months as from the date of notification of the award of contract.

I hereby commit myself (we hereby commit ourselves) to maintain the amount of my (our) tender for a  
period of Ninety (90) days with effect from the deadline for submission of bids.

I (we) hereby request that the amounts due by the Contracting Authority be paid to me (us) in the  
national currency (FCFA) in account No..... opened in the name  
of..... in the records of ..... (Bank)  
at.....

Enclosed with this tender are:

- The price list and the detailed estimates duly filled, dated and signed.
- Other documents which in keeping with the requirements of the Tender file must be enclosed with the tender letter.

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

Signature(s)

Bidder(s)

*For companies, indicate:*

*The company (company or trade name, form, nationality and registered office)*

*« represented by the undersigned ..... » (Name, first name and status)*

*For companies without a legal status, indicate:*

*« We, the undersigned,..... »*

*(For each person: name, first name, company name, nationality, location of the registered office)*

*« Constituted in a group of companies for the execution of the contract arising from this invitation to tender, jointly commit ourselves ..... »*

Fiscal stamp
1500

**FORM N° 04**  
**MODEL BID BOND**

Whereas \_\_\_\_\_ (Hereafter called the "the bidder") has submitted its bids dated \_\_\_\_\_ Here in after called "the bid")

KNOW YE ALL PEOPLE by the presence that WE \_\_\_\_\_, having our registered office at \_\_\_\_\_ hereinafter called "the Bank", are bound onto the Mayor of Zhou Council (hereinafter called "the Contracting Authority) in the sum of \_\_\_\_\_ for which payment will and truly be made to the said Contracting Authority, the bank binds itself, its successors, and assigns by the present if our client refuses or incapable of completing the jobs as stipulated in the contract.

We undertake to pay the Contracting Authority up to the above amount upon receipt of his first written demand, without the Contracting Authority having to substantiate his demand, provided that in his demand the Contracting Authority will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions

This guarantee will remain in force up to and including \_\_\_\_\_ ( ) days after the period of bid validity. Any demand in respect thereof should reach the bank not later than the above date.

Scaled with the common seal of the said bank this \_\_\_\_\_ day of \_\_\_\_\_

SIGNATURE OF BANK AUTHORITY

FORM N° 06

**MODEL BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE**

Bank .....

Reference of guarantee No.....

To the Mayor of Furu-Awa Council, Republic of Cameroon

Invitation to Tender N° .....

**BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE RELATING TO THE  
THE INSTALLATION OF SOLAR LIGHTENING AT THE ZHOA CMA IN FUNGOM SUB-  
DIVISION, MENCHUM DIVISION OF THE NORTH WEST REGION.**

We..... (Bank) have been informed that a contract shall be signed between the Mayor of Zhoa Council, acting in the capacity of Contracting Authority, and..... acting as contractor for the installation of solar lightening at Zhoa CMA, Fungom Sub Division, Menchum Division-North, West Region. In compliance with the provisions of Article ..... of Contract N° ....., the contractor shall be bound to present to the Mayor of Zhoa Council, Contracting Authority, a bank guarantee with the purpose to assure the refund of the start-off advance granted to the company and amounting to CFA Francs .....

We, .....(bank) do hereby commit ourselves, irrevocably and without arguing to pay to the Mayor of Zhoa Council, at the written request the Mayor of Zhoa Council, and within four (04) weeks the amount of this guarantee, that is to say: ..... all the amounts that the contractor may owe the Contracting Authority for failing to fulfil one or more of his obligations under the contract.

The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification with confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for his request. This letter shall be countersigned by the Mayor of Zhoa Council.

The bank guarantee shall take effect as from the date of payment of the start-off advance. The original of this guarantee shall be kept by the Zhoa Internal Tenders Board. The guarantee shall be released upon refund of the full amount of the advance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.

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

Mr (Messrs).....

Signature(s) & stamps .....

FORM N° 8

MODEL OF INFORMATION OF KEY PERSONNEL DEPLOYED TO THE PROJECT

DESCRIPTION	NAME	QUALIFICATION	N° OF YEARS OF EXPERIENCE	FUNCTION TO CARRIED OUT
TECHNICAL				
ADMINISTRATIVE				
SUPPORT STAFF				

**FORM N° 10**  
**THE CURRICULUM VITAE**

Name & First name : \_\_\_\_\_  
 Date of birth : \_\_\_\_\_  
 Nationality : \_\_\_\_\_

**\*Communication ability**

Languages Spoken	Level	Very good	Good	Average	Poor
ENGLISH	Written				
	Read				
	Spoken				
FRENCH	Written				
	Read				
	Spoken				
LOCAL LANGUAGE(S) OF THE AREA OF THE PROJECT	Written				
	Read				
	Spoken				

**\*Educational Background**

SN	EDUCATIONAL PERIOD	SCHOOL(S) OR INSTITUTION(S)	CERTIFICATE OR DIPLOMA OBTAINED	SPECIALITY
1				
2				
3				
etc				

**REMARK:** -Educational period should be put from the most recent (i.e. in descending order) and certified copy of the certificate/diploma relevant to the function required for the execution of this project must be included

**\*Working Experience**

SN	WORKING PERIOD	EMPLOYER <i>(Name, Post Box N°, Telephone N°, etc)</i>	PROJECT EXECUTED	FUNCTION CARRIED OUT	REFERENCE OF WORK ATTESTATION(S)
1					
2					
3					
etc					

**REMARK:** While working period should be put from the most recent ( i.e. in descending order), **WORK ATTESTATIONS** issued by the various employers shall in the bid be placed just next to the curriculum vitae which shall be signed by the employee.

**\* Other information**

**FORM N° 12**  
**THE EQUIPMENT LIST**

SN	DESIGNATION	MARK	FRAME ("châssis") NUMBER & HORSE POWER if vehicle	REGISTRATION NUMBER (if vehicle)	QUANTITY	STATUS (Hired or owned)
1						
2						
3						
etc						

**NB: Registration Certificate(s) of vehicle(s) ("Cartes grise") shall be certified by the Competent Authority of the Ministry of Transport (i.e. at least at Regional level by either the Regional Delegate, the Regional Chief of Service for Land Transport or by the Regional Chief of Service for Administration and Finance).**

I the undersigned, \_\_\_\_\_ holder of National Identity Card N° \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_ being Managing Director of this Company called \_\_\_\_\_ testifies that the above information is correct and commit myself to present any of the above equipments and related tools at any given time requested. As well, any of them must be present at the site before and during each phase at any given moment required or requested by the Authorities in charge of control/follow-up of the project I am tendering for. To this effect are attached:-

- Registration Certificate(s) of vehicle(s) ("Cartes grise") certified by the Competent Authority of the Ministry of Transport.
- Certified attestations (lease documents) of commitment between I and the Owner(s) of the equipment/tool(s) in case (s) where I will take on hire.

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

*Signature and name of Managing Director of the company/stamp seal*

FORM N° 14  
**THE SITE VISIT REPORT**  
*[not more than five (05) pages]*

**LETTER HEAD OF THE COMPANY**  
*(here)*

D) INTRODUCTION

TENDER REFERENCE: .....

DATE OF VISIT: ..... TIME OF VISIT: .....

II) COMMENTARY:

II-1) Nature of the project site: .....

II-2) Accessibility to the project site: .....

II-3) Vegetation (trees, shrubs etc): .....

II-4) Topography of the site .....

III) AVAILABILITY OF SERVICES (water, electricity, etc)

IV) AVAILABILITY OF MATERIAL FOR THE EXECUTION OF THE PROJECT

V) DIFFICULTIES: .....

**NB:** The above commentaries can be proven by pictures of Mr(s).....who is .....of the company and land mark(s) conspicuously present on the site. The land marks include .....(put names of the conspicuous land marks site seen at the project site)

**Remark:** The pictures are inscribed on the verso page of the last page of this report of site visit.

**TESTIFYING SIGNATURE**

Signature and name of the Representative of the company  
*(person who carried out the site visit)*

**CONFIRMATORY SIGNATURES**

Signature and name of Managing Director  
of the company and stamp seal  
Work Supervisor and stamp seal

Signature & name of the Company's

**DOCUMENT N° 11**  
**CONFIRMATION OF AVAILABILITY OF PRIOR FEASIBILITY STUDIES**

**PROJECT OWNER'S LETTER HEAD**  
*(here)*

Zhoa, the

To: **THE MAYOR**  
All Potential Bidders.

Subject: Confirmation of availability of prior feasibility studies

In respect to the principles binding the conception and elaboration of project proposals, feasibility studies were carried out to have a project proposal for the installation of solar lightening at Zhoa CMA, Fungom Sub Division, Menchum Division-North West Region. Was realized and forwarded to the Minister of Public health, Yaounde for funding. In the 2026 Financial Year of the Republic of Cameroon within the framework of the programmed budget of the 2026 Public Investment Budget (PIB 2026), the said project was financed as per the budget head at the cost of Ten million (10,000,000) FCFA. After obtaining the financing, relevant adjustments were carried out to ensure that the tasks-retained to be accomplished for proper and complete execution of the project are commensurate to the amount provided for the realization of the items spelled out in the bill of quantities as found in Document N° 7 of this tenders file.

To this effect, bidders are hereby given surety that proportionate feasibility studies were already carried out and are hence advised to read this tenders file very well before preparing their bids.

In testimony whereof, this confirmation of availability of prior feasibility studies is established to serve the purpose wherever and whenever need arises.

*The Mayor, Zhoa Council*



**MAYOR OF  
ZHOA COUNCIL**

*[Signature]*  
**Titus Ndongkeh**

**DOCUMENT N° 12**

**LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES**

**AUTHORISED TO ISSUE BONDS FOR PUBLIC CONTRACTS**

**Note relating to banking establishments and  
financial bodies authorized to issue bonds and  
Insurances**

**("LISTE DES BANQUES AGREEES PAR LE MINFI")**

**A-BANKS**

- 1- Afriland First Bank (First Bank);
- 2- Banque Internationale du Cameroun pour l'Epargne et le Crédit (BICCEC) ;
- 3- CITI BANK Cameroon (CITI-C);
- 4- COMMERCIAL BANK OF CAMEROON (CBC);
- 5- ECOBANK Cameroun (ECOBANK);
- 6- National Financial Credit Bank (NFC-BANK);
- 7- Société Commerciale de Banque Cameroun (CA-SCB);
- 8- Société Générale des Banques au Cameroun (SGBC) ;
- 9- Standard Chartered Bank Cameroon (SCBC);
- 10- Banque Atlantique du Cameroun (BACM);
- 11- Union Bank of Cameroon (UBC).
- 12- United Bank for Africa (UBA)
- 13- Banque Gabonaise pour le Financement International (BGFI Bank)
- 14- La Banque des PME
- 15- Banque Camerounaise des Petites et Moyennes Entreprises
- 16- BGFI Bank Cameroun(BGFIBANK Cameroun)

**B- INSURANCE COMPANIES**

- 1- Chanas Assurances;
- 2- Activa Assurances

DOCUMENT N° 13

PLANS AND DIAGRAMS AND/OR PICTURES