REPUBLIC OF CAMEROON Peace-Work fatherland

THE MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

DONGA MANTUNG DIVISION

NDU COUNCIL.

Service for the Award of Contracts

NDU COUNCIL INTERNAL

TENDERS BOARD

REPUBLIQUE DU CAMEROUN Paix-Travail-Patrie

MINISTERE DELA DECENTRALISATION ET DU DEVELOPMENT LOCALE

REGION DU NORD-OUEST

DEPARTEMENT DE DONGA MANTUNG

COMMUNE DE NDU

Service de passation des marches

COMMISSION
DE PASSATION DES MARCHÉS PUBLIQUE
DE LA COMMUNE DE NDU

OPEN (VANION/ALINMINATION FOR TEXIDER

RPPS CONTRAINDEVELOUP DATE NO 2019 OF OA WILL 2019

FOR THE REHABILITATION OF MBIYET POTABLE WATER SUPPLY

SCHEMEAND INSTAULATION OF A SOLAR POWER RUMPING SYSTEM

NDU SUB-DIVISION, DONGAMANIJUNG DIVISION, NORTH WEST RECION

CONTRACTING AUTHORITY: THE MAYOR OF NDU COUNCIL.

FINANCING: PIB/ MINDEVEL, 2019 FINANCIAL YEAR

EXPENDITURE AUTHORIZATION N°

IU 03929

VOTE OF CHARGE N°

532735101641640 2246 821

TENDER FILE

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Annex N° 05	The Sub-price detail
Annex N° 04	The key staff form
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Annex N° 02	The professional references
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REPUBLIC OF CAMEROON
Peace-Work fatherland

THE MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

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COMMUNE DE NDU

Service de passation des marches

COMMISSION
DE PASSATION DES MARCHÉS PUBLIQUE
DE LA COMMUNE DE NDU

TENDER NOTICE

DOCUMENT 1

OPEN NATIONAL INVITATION TO TENDER

NO 002 ONIT/MINDEVEL/NC/NWR/DMD/TBNC/2019 OF 0.4 JUIN 2019
FOR THE, REHABILITATION OF MBIYEH POTABLE WATER SUPPLY SCHEME AND INSTALLATION OF ASOLAR POWER PUMPING SYSTEM, NDUSUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WESTREGION.

FOR THE, REHABILITATION OF MBIYEH POTABLE WATER SUPPLYSCHEME AND INSTALLATION OF A SOLARPOWER PUMPING SYSTEM, NDU SÜB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION.

1) SUBJECT OF THE INVITATION TO TENDER:

The MAYOR OF NDU COUNCIL, (Contracting Authority) hereby representing the State of Cameroon within the frame-work of the 2019 Public Investment Budget (PIB 2019), launches under emergency procedure of 21days an opened national invitation to tender for THE, REHABILITATION OF MBIYEH POTABLE WATER SUPPLY SCHEME AND INSTALLATION OF A SOLAR POWER PUMPING SYSTEM, NDU

SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION

2) CONSISTENCY OF WORKS:

The works subject to this invitation to tender include detail description of the items found in the bill of quantities and cost estimates (detail cost estimate).

3) NATURE OF SERVICE:

The services involved in this invitation to tender shall require THE, REHABILITATION OF MBIYEH POTABLE WATER SUPPLY SCHEME AND INSTALLATION OF A SOLAR POWER PUMPING SYSTEM, NDU

SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION

subject	Locality	Total cost	Tender fee ···	Bid bond
THE,REHABILITATION OF MBIYEH POTABLE WATER SUPPLY SCHEME AND INSTALLATION OF A SOLAR POWER PUMPING SYSTEM, in NDU SUB- DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION	MBIYEH VILLAGE IN NDU SUB DIVISION.	38 000 000 FCFA	60 000 FCFA	600 000
MANTUNG DIVISION, NORTH WEST REGION.				

4) PARTICIPATION:

Participation in this Invitation to tender is open to all Cameroonian Companies/enterprises that have experience in the execution of potable water projects by solar energy generation.

5-DURATION OF EXCECUTION:

The maximum deadline for the execution provided for by the Contracting Authority shall be **ONEHUNDRED AND TWENTY** (120 calendar days) with effect from date of notification of the Service Orderto start works.

6) CONSULTATION OF TENDER FILE:

The Tender documents may be consulted and obtained immediately after publication of this invitation to tender from the Services of the Contracting Authority during working hours at the CHAMBERS OF NDU COUNCIL, (Service in charge of award of public contracts). The document shall be obtained upon presentation of a receipt testifying the payment of a non-refundable sum of SIXTY THOUSAND (60 000) francsCFA payable to the NDU Municipal Treasury.

7) ADMISSIBILITY OF BIDS AND BID BONDS:

Each bidder shall enclose in his administrative documents a bid bond (provisional guarantee) that respects the model in this tender file of SIX HUNDRED THOUSAND (600 000) francs CFA issued by a first-rate bank approved by the Ministry in charge of Finance featuring on the list in document 10 of the tender file and valid for thirty (30) days beyond the validity of the tenders.

Subject to rejection, only originals or true copies certified by the issuing services of the required administrative documents (Senior Divisional Officer, Taxation Officials, etc.) including the bid bond must imperatively be produced in accordance with the Special Tender Regulations. They must obligatorily not be older than three (03) months or must 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 tender shall be declared inadmissible.

The provisional guarantee will be released no later than thirty (30) days after the period of bid validity for unsuccessful bidders. For the bidder who is awarded the contract, the provisional guarantee will be released after constitution of the final guarantee.

NB: The successful bidder shall during site installation present the originals of the respective documents for strict verification of their authenticity.

8) SUBMISSION OF BIDS:

Each bid 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 labeled as such. These shall be submitted in one external sealed envelope containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical file and Envelope C: Financial file.

The sealed external envelope shall bear no information about the company and shall reach the Ndu Council Tenders Board in Ndu Council, Service in charge of contract(s) award), not later than the IMMICOLIGAT 10:00 amlocal time and note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic.

The sealed pack (outer envelope) shall bear the following inscriptions:

OPEN NATIONAL INVITATION TO TENDER

NO OOS /ONIT/MINDEVEL/NC/ DMD/TBNC/2019 OF 0 4 JUIN 2019
THE, REHABILITATION OF MBIYEH POTABLE WATER SUPPLY SCHEME AND INSTALLATION OF A SOLAR POWER PUMPING SYSTEM, NDU SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION (To be opened only during bids opening session)

9) DURATION OF TENDER VALIDITY

Bidders will remain committed to their offers for a period of ONE HUNDRED AND TWENTY DAYS (120) days from the last date for the submission of tenders, that is, the tenders shall be valid for 150 (one hundred and fifty) days with effect from their submission deadline.

10)OPENING OF BIDS:

Bids shall be opened by the Ndu council Tenders Board for Ndu in a single phase on the 11:00am local time in the hell recorded at 11:00am local time in the 11:00am local time in the hell recorded at 11:00am local time in the hell recorded at 11:00am local time in the hell recorded at 11:00am local time in the 11:00am local time in 11:00am local time in the hall provided at the Ndu council office Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Any bid which shall not comply with the requirements of the tender file shall be rejected. Bids shall be opened and assessed in a single (01) phase of two stages where:-

a) Stage I shall involve:

- i) Opening and appraisal of validity, authenticity and completeness
- ii) Opening of envelopes containing technical documents to appraise and evaluate technical proposals NB: Any bids which shall not obtain 85% score in the technical evaluation shall simply be eliminated.
- b) Stage IIOpening of financial offers to appraise proposed amount for the project.

11) ASSESSMENT CRITERIA:

Tender conformity shall be evaluated as per the following:

A) Eliminatory Criteria.

- Bids submitted in unsealed envelopes and packs;
- Bids submitted after the deadline or time limit;
- Absence of original or properly certified administrative documents, and not submitted within 48hrs on request.
- Absence of bid bond or bid bond lower than state amount
- External envelope with identification marks
- Bidders who have been suspended from public contracts.
- Omission of unit price schedule and in bill of quantities.
- Technical and administrative evaluation score less than 70%.
- False declaration or forged documents;

B) Evaluation Criteria.

The preliminary evaluation shall be the binary method (YES/NO) based on the following essential criteria: . EVALUATION CRITERIA

☐ Main Criteria

The evaluation will be based on pre-defined criteria, which will be scored on a total of 30Yes/NO. These criteria are presented according to headings, as follows:

NO	CRITERIA	POINTS
1	General presentation	05YES/NO
2	Personnel of the enterprise	08 YES/NO
3	Reference of the enterprise in the domain of potable water supply	04 YES/NO
4	Equipment of the enterprise	03 YES/NO
5	Methodology of executing the works/ planning	05 YES/NO
6	Capacity to pre-finance the project	03 YES/NO
7	Knowledge of the locality.	02YES/NO
	settles to TOTAL section	30 YES/NO

Any Bid that shall not score at least 70% evaluation shall simply be rejected.

- Details of these main qualification criteria are specified in the assessment grid found in the Special Tender Regulations (RPAO).

12) AWARD OF CONTRACT:

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

13) FINANCING:

The said works shall be financed as per the programmed budget head through the 2019 Public Investment Budget (PIB 2019) of the Republic of Cameroon under the Ministry of DECENTRALISATION.

Subject	Amount for	Vote of charge N°	Expenditure
THE REHABILITATION OF MBIYEH POTABLE WATER SUPPLY SCHEME AND INSTALLATION OF A SOLAR POWER PUMPING SYSTEM, NDU SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION	the Project 38 000 000 FCFA	5327351016416 40 2246 821	IU 03929

14) FURTHER INFORMATION:

Additional (supplementary) technical information may be obtained during working hours from the service for the award of contracts at the chambers of NDU COUNCIL or at the SDO'S OFFICE, service of award of contracts.

15) AMENDMENT TO THE INVITATION TO TENDER:

The Contracting Authority reserves the right, if warranted, to subsequently amend this invitation to tender.

NDU, the 0.4 JUIN 2019

Copies:

THE PERMISH PROPERTY FOR D (WHITE Contracting Authority) MATOR

- CHAIRMAN, Ndu Council Internal Tender Board
- ARMP Bamenda(for publication and filing)
- SILLOND bungta Maritung
- Divisional Service for the award of [MUNIMAP] Contracts (for filing)
- ' CRTV
- Local Radio House(s), to facilitate publicity
- BILL BOARDS
- CHRONO



REPUBLIC OF CAMEROON
Peace-Work fatherland

THE MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

DONGA MANTUNG DIVISION

NDU COUNCIL.

Service for the Award of Contracts

NDU COUNCIL INTERNAL TENDERS BOARD REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DELA
DECENTRALISATION
ET DU DEVELOPMENT LOCALE

REGION DU NORD-OUEST

DEPARTEMENT DE DONGA MANTUNG

COMMUNE DE NDU

Service de passation des marches

COMMISSION DE PASSATION DES MARCHÉS PUBLIQUE DE LA COMMUNE DE NDU

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

1- Objet de l'appel d'offres:

Dans le cadre du Budget d'Investissement Public (BIP) 2015, le Délégué Départemental des Marchés Publics du DongaMantung, (Autorité Contractante Déléguée) représentant l'état du Cameroun lance un Appel d'Offres National Ouvert <u>SOUS LES CONDITIONS D'URGENCE</u> pour Pour Les Travaux De RehabilitationDu Systeme D'adduction D'eau Potable Et Installation D'une Pompe D'energie Solaire A Mbiyeh, Dans L'arrondissement De Ndu, Departement DuDonga-Mantung, Region Du Nord-Ouest 2- Consistance des travaux/ Nature du service

Les travaux objets du présent appel d'offres concerneront LES TRAVAUX DE REHABILITATION DU SYSTEME D'ADDUCTION D'EAU POTABLE ET INSTALLATION D'UNE POMPE D'ENERGIE SOLAIRE A MBIYEH, DANS L'ARRONDISSEMENT DE NDU, DEPARTEMENT DU DONGAMANTUNG, REGION DU NORD-OUEST

Les travaux et le service requis sont détails 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 Cent Cinquante jours(150) continus (cinque 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 ci-après :-

Lot	Travaux	Localité
1	REHABILITATION DU SYSTEME D'ADDUCTION D'EAU POTABLE ET INSTALLATION D'UNE POMPE D'ENERGIE SOLAIRE A MBIYEH	Mbiyeh, dans l'arrondissement de Ndu,

5- Coût prévisionnel

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

Lot	Travaux	Localité	Coût prévisionnel
1		Mbiyeh dans l'arrondissement de Ndu, Département de D/M	38,000,000 FCFA

6- Participation et origine:

La participation au présent avis d'appel d'offres est ouverte à égalité de conditions aux Entreprises ou groupes d'entreprises ayant une bonne réputation ainsi que expertise professionnel, technique et financier dans la construction et adduction d'eau basées au Cameroun.

7- Financement:

Les travaux, objet du présent appel d'offres sont financés par la rubrique programmé dans le Budget d'Investissement Public au titre de l'exercice 2015 de la République du Cameroun comme spécifié dans le tableau ci-dessous:-

Lot	Ministèr e	Maitred' Ouvrage	Travaux	Coût prévisionn el	N° de l' Imputation	N° de l'authoriza tion de dépense
1	MINDE VEL	MAIRE DE NDU	REHABILITATION DU SYSTEME D'ADDUCTION D'EAU POTABLE ET INSTALLATION D'UNE POMPE D'ENERGIE SOLAIRE A MBIYEH	38,000,000 FCFA	<u>.</u>	

8- Cautionnement provisoire (Garanties de soumission)

Chaquesoumissionnaire doitjoindre às espièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du ce dossier d'appel d'offres et valable pendant quatre-vingt dix (90) jours au-de là de la date originale devalidité de soffres.

Lot	Travaux	Localité	Coût prévisionnel	Cautionnement provisoire	Prix d'achat du DAO
1	REHABILITATION DU SYSTEME D'ADDUCTION D'EAU POTABLE ET INSTALLATION D'UNE POMPE D'ENERGIE SOLAIRE A MBIYEH	Mbiyeh dans l'arrondissement de Ndu, Département de D/M	38,000,000 FCFA	600,000 FCFA	60,000 FCFA

9- Consultation du dossier d'appel d'offres :

Le dossier d'appel d'offres peut être consulté dès publication du présent avis d'appel d'offre aux services de l'Autorité Contractant Délégué (Service Communal de passation des marchés) pendant les heures ouvrables à la Commune de Ndu, Departement de DongaMantung.

10- Acquisition du dossier d'appel d'offres :

Ledossierpeutêtreobtenudès publication du présent avis d'appel d'offre aux services de l'Autorité Contractant Délégué (Service Communal de passation des marchés) pendant les heures ouvrables à la Commune de Ndu, Département de Donga Mantung.

Le dossierseraobtenucontreversementd' une somme non remboursable de Soixante milles (60,000) francs CFApayableà un trésor public.

11- Remise des offres.

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

POUR LES TRAVAUX DE REHABILITATIONDU SYSTEME D'ADDUCTION D'EAU POTABLE ET INSTALLATION D'UNE POMPE D'ENERGIE SOLAIRE A MBIYEH, DANS L'ARRONDISSEMENT DE NDU, DEPARTEMENT DU DONGA-MANTUNG, REGION DU NORD-OUEST

"A N'OUVRIR QU'EN SÉANCE DE DEPOUILLEMENT"

12 - Admissibilités des offres

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites enoriginauxouencopiescertifiéesconformesparle service émetteur (Exemple: service des impôts, banques, etc.) ou une autorité administrative (Exemple: Préfet, Sous-préfet, etc.), conformément aux stipulations du Règlement Particulierdel' Appeld' Offres. Elles doivent dater demoinsde trois (03) moisprécédantladate originale dedépôtdesoffresou avoir été établies postérieurement à la date de signaturedel'Avisd'Appeld'Offres. La double certification ne sera pas acceptée. Toute offreincomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable, notamment l'absence

de cautionnement provisoiredélivréeparunebanquede premier ordre agréée par le Ministère chargé des Finances cautionnement.

Cautionnement provisoire sera remis au soumissionnaire qui n'a pas réussit seulement par l'Autorité Contractante Déléguée au plus tard trente jours après la période de validité. À l'attributaire, le cautionnement provisoire sera remis par l'Autorité Contractante Déléguée quand 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 oblige de présenter les originaux des documents respectifs pour une vérification stricte de leurs authenticités

13- Ouverture des plis:

Etape I concernera:-

- i) Ouverture des enveloppes administratifs pour apprécier la validité, authenticité des dossiers en vérifiant s'ils sont au complète.
- NB: Les enveloppes contenant les offres techniques ne seront pas ouvertes pour les soumissionnaires qui étaient éliminés à cause des faut dossiers administratifs.
- ii) Ouverture des enveloppes techniques pour apprécier et évaluer les offres.
- NB:Les soumissionnaires n'auront pas obtenu 80% de la notation technique seront éliminés et ne seront pas retenues pour l'étape II

Etape II concernera ouverture des offres financière pour apprécier le montant de chaque soumissionnaire proposé pour l'exécution du projet.

NB: Le soumissionnaire que ses offres après calcule et vérification dépasse le montant prévisionnel sera éliminé.

13- Critèresd' évaluation:

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

Les offres seront évaluées selon des conditions suivantes.

A) Critères éliminatoires

- Offres remise après le délai
- Offres remise dans les enveloppes externes ouvertes,
- Enveloppes externes ayant les signes d'identification des soumissionnaires,
- Absence d'un document dans le dossier Administratif et non soumettre dan 48 heures sur demande.
- Documents falsifies
- Absence de cautionnement provisoire ou cautionnement provisoirenondélivréedirectement au nom du soumissionnaire parunebanquede premier ordre agréée par le Ministère chargé des Finances

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.

- Documents administratifs certifiés hors du délai de trois mois
- Fausse déclaration ou pièce falsifiée
- Ingénieur de l'entreprise ne justifiant d'une expérience d'au moins trois (03) ans d'expérience

- Technicien de l'entreprise ne justifiant d'une expérience d'au moins sept (07) ans d'expérience
- Rapport pour la visite du site incomplet (voyez "Form Nº 14" pour modèle)
- Note technique inférieure à 80% au niveau de l'évaluation administrative et technique
- Délai d'exécution plus long que prescrit
 - Omission dans le bordereau des prix ou d'un prix unitaire dans le dossier financier
 - Montant d'offre financier dépassant le montant prévisionnel du projet.

B) Critères essentiels

Ils sont les modalités clés ou primordiales pour le jugement de la capacité technique et financière des candidats pour exécuter les tâches faisant objet de l'appel d'offres. Ils sont déterminés tenant compte de nature et contenant des tâches à exécuter. Donc, dans l'évaluation des:

(i) Dossier techniques, elle sera binaire (OUI ou NON) basée sur la distribution des point suivant:-

No	CRITERA	POINTS
1	Presentation générale de l'offre	05YES/NO
2	La qualité du personnel d'encadrement de l'entreprise	08 YES/NO
3	Equipementde l'entreprise	04 YES/NO
4	Les références de l'entreprise dans le domaine des travaux d'adduction d'eau	03 YES/NO
5	Méthodologie d'exécution des travaux	05 YES/NO
		03 YES/NO
		02YES/NO
	TOTAL	30 YES/NO

Remarque:

- Seules les entreprises ayant obtenu au moins 80% de la notation sur la Secondaire des dossiers administratif et technique seront retenues pour l'étape II;
- Les détails de ces critères essentiels sont précisés dans la grille d'évaluation figurant au Règlement Particulier de l'Appel d'Offres.
- (ii) Offres financier, il consistera de parcourir les devis quantitative tenant compte de bordereau des prix unitaires et les sous détaille de prix unitaire.

15. Durée de validité des offres

Les soumissionnaires restent tenus par leurs offres pendant quatre vingt-dix (90) jours à partir de la date limite fixée pour la remise des offres.

16- Attribution:

Le marché sera attribué au soumissionnaire présentant l'offre la moins disant et remplissant les capacités administratives et techniques requises.

17. Les Renseignements Complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables au Service de Passation des Marchés de la commune de Ndu, Departement deDonga — Mantung, (Telephone N°:.....).

18- Additif à l'appel D'offres:

L'Autorité Contractante Déléguée se réserve le droit à tout moment, que ce soit à son initiative ou consécutivement à une saisie d'un soumissionnaire avant la date de remise des offres, en cas de nécessité, d'apporter toute autre modification ultérieure utile au présent appel d'offres publiant un additif. Tout additif ainsi publié fera partie intégrante du dossier d'appel d'offres. Cet additif sera communiquer par écrit ou signifié par

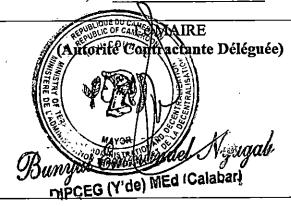
tout moyen laissant trace écrite à tout les soumissionnaires ayant acheté le DAO en tenant compte du temps il faut pour qu'ils préparent bien leurs offres.

Ndu, le 04 JUIN 2019

Ampliations:

- Président, CPM AP D/M.
- ARMP Bamenda (pour publication et archivage)
- -Service de passation des marches (pour archivage)
- CRTV
- -Radios locales pour faciliter la publicité

- Tableau d'affichage



ب مولال الوال

DOCUMENT Nº 02

GENERAL REGULATIONS OF THE INVITATION TO TENDER

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DOCUMENT Nº 02

GENERAL REGULATIONS OF THE INVITATION TO TENDER

A-GENERALITIES

Article 01: SCOPE OF THE INVITATION TO TENDER

- (a) CONTRACTING AUTHORITY as defined in the Special Regulations of the Invitation to Tender in other words called Special Regulations of the invitation to tender ("RPAO") is the Minister of Public Contracts
- (b) CONTRACTING AUTHORITY as defined in the Special Regulations of the invitation to tender ("RPAO") is the Mayor, Ndu Council, Donga Mantung who shall be in charge of launching the tenders file. The name, the reference number and the number of lots contained in the invitation to tenders are found in the Special Regulations of the invitation to tender.
- (c)SUCCESSFUL BIDDER shall be the company to which the contract shall be awarded. This company shall have to execute and finish the tasks defined in the Special Regulations of the invitation to tender within the deadline spelled out in the service order notifying when to start execution, except modified by the Special Administrative conditions ("CCAP") of the invitation to tender.
- (d)DAY in this tender file shall mean a calendar day.

Article 02: FINANCING

The source of funding for the project shall be contained in the financial documents and shall bear specifications of funding as shall be spelled out in the Special Tender Regulations.

Article 03: FRAUD AND CORRUPTION

The Contracting Authority requires of bidders and contractors the strict respect of rules of professional ethics during the award and execution of the contract to be established. By virtue of this principle:

a) The following definitions shall be admitted:

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

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

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

Article 04: CONDITIONS FOR CANDIDATES TO BE ADMITTED TO COMPETE

Participation in this invitation to tender is open to all registered and qualified enterprises, group of enterprises and Sub-Contractors of the Republic of Cameroon, with the required technical and professional expertise in construction and water supply accompanied by the necessary legal and financial autonomy and must not have been excluded from bidding for public contracts as well as managed according to 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 prequalification which may have changed in the case where the candidates took part in prequalification) 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

Article 07: SITE VISIT

It is advisable to potential bidders to visit the project site and its environ and rate the availability of resources and get all the information about the site before preparation of their offers. The Project Owner shall authorize the bidder and his employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his employees and agents free the Project Owner, his employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss or material damages, costs and fees incurred from the visit. A The Project Owner may organize a visit of the project site during the preparatory meeting to for the building of offers.

B-TENDERS FILE

Article 08: CONTENT OF THE TENDER FILE

The tenders file describes the tasks to be accomplished in the contract, fixes the procedures of consultation of entrepreneurs and precises the conditions of the contract and conditions surrounding any modification of the tenders file. The principal documents that must be in the tenders file include:-

- (a) Document N° 1- Tender Notice ("AAO")
- (b) Document N° 2- General regulations of the invitation to tender ("RGAO").
- (c) Document N° 3- Special regulations of the invitation to tender ("RPAO").
- (d) Document N° 4- Special Administrative Conditions (SAC="CCAP").
- (e) Document N° 5- Special technical Conditions (STC="CCTP").
- (f) Document N° 6- Schedule of Unit prices (Price Elaboration Schedule=PES).
- (g) Document N° 7- Bill of quantities and cost estimate (BQCE).
- (h) Document N° 8- Sub detail of unit prices.
- (i) Document N° 9- Model Contract.
- (j) Document No 10- Model forms to be used by bidders.
- (k) Document No 11- Justification of prior feasibility studies (written by the Project Owner).
- (l) Document N° 12- List of first rate Banks and Financial Organizations approved by the Ministry in charge of Finance to issue bid bonds (to inserted by the Contracting Authority).
- (m) Document N° 13- Plans, diagrams and/or pictures, as the case may be

Article 09: CLARIFICATIONS ON THE TENDER FILE

Request for clarifications may be addressed by letter, electronic mail (telecopier or email) or fax to the Delegated Contracting Authority at the following address:

THE MAYOR,

NDU COUNCIL

DONGA MANTUNG DIVISION.

- NB: -A copy of this request must be given to the Project Owner and the Contracting Authority is bound to respond to the request at least Seven (7) days for National Invitations and at least twenty-one (21) days for International Invitations before the day of opening, copying all the companies that purchased the tenders file.
 - -Any potential bidder whose find himself cheated in the award procedure can petition to the Minister of Public Contracts
 - -Any other preoccupation can be addressed to the Contracting Authority copying the Regulatory Organ for Public Contracts and the President of the Tenders Board. The Contracting Authority has five (05) days to react with copy of the reaction sent to the Minister incharge of Public Contracts and the Regulatory Organ of Public Contracts.

Article 10: AMENDMENT OF THE TENDERS FILE (ADDENDUM TO THE TENDER FILE)

The Delegated Contracting Authority may at any moment, prior to the deadline for the submission of bids and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum while publishing the amendment which now constitutes the integral part of the tenders file and must be communicated to all the companies that purchased the tenders file. Hence to give room for bidders to prepare their offers the Contracting Authority may postponed 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»

NAME AND ADDRESS OF THE BIDDER

FOR THE REHABILITATION OF MBIYEH POTABLE WATER SUPPLY SCHEME AND INSTALLATION OF A SOLAR POWER PUMPING SYSTEM, NDU SUB-DIVISION, DONGA MANTUNG DIVISION, 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), subcontracting, 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

c. Envelop C: Financial bid:

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

- (i) The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate.
- (ii) They duly filled Unit Price schedule
- (iii) The duly filled detailed estimates
- (iv) The sub-details of prices and/or breakdown of all-in prices
- (v) The projected schedule of payments, where need be

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

Remark: If in accordance with the provisions of the Special Regulations of the invitation to tender, the bidders present bids for several lots of the same invitation to tender, they could indicate rebates offered in case of award of more than one lot.

The three envelops (A, B & C) shall be sealed in a large anonymous external envelope addressed to the Delegated Contracting Authority as follows:

THE CONTRACTING AUTHORITY THE MAYOR, NDU COUNCIL, DONGA MANTUNG.

OPEN NATIONAL INVITATION TO TENDER 0 4 JUN 2019 OF THE NO CONTINUITY OF

FOR THE REHABILITATION OF MBIYEH POTABLE WATER SUPPLY SCHEME AND INSTALLATION OF A SOLAR POWER PUMPING SYSTEM, NDU SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION

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

Note should be taken that:-

- (a) Envelopes bearing any other inscriptions shall be simply rejected
- (b) The Contracting Authority bears no responsibility for any missing document and/or premature opening of offers if the external envelop is submitted not sealed by the bidder.
- (c) During calculation of prices:
 - The amount shall be calculated on the bases of variable prices. The bidder shall fill, in letters and in figures, the unit prices in the price enclosure slip and the unit prices are to be multiplied by the quantities given in order to obtain the amount of his offer for each item.
 - The bidder shall express the prices in the Price Elaboration Schedule (PES) and Bill of quantities and cost estimates (BQCE) in francs CFA excluding taxes before adding the taxes to the BQCE only. The prices on the PES shall have priority over those of the BQCE and PE. They shall serve as the bases of calculation of the bidding amount.

- The eventual calculation errors shall be corrected by the Committee for Analysis and the amount altered if necessary without any complaints from the bidder.
- A unit price which shall be the price of an element of a good or service, of a type or an item of work, the quantities of which are estimates in the contract shall be calculated in Francs CFA and furnished in figures and in words without taxes, while the total amount shall be calculated without taxes and then with taxes according to the BQCE. The currency that shall be used for payment shall be the FCFA
- As this invitation to tender will consist of a contract whose duration of execution is not more than one (01) year, it shall not be subject to price revision.
- It shall be forbidden to introduce a price revision clause by way of additional clause in the contract awarded on the basis of a firm price.

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 authorization 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.
- (c) The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- (d) The bid bond may be seized:
 - (i) if the bidder withdraws his bid during the period of validity;
 - (ii) If the retained bidder:
 - fails in his obligation to register the contract in application of article 38 of the General Regulations;
 - Fails in his obligation to furnish the required final bond in application of the. General Regulations
 - Refuses to receive notification of the Administrative Order to commence execution.

Article 18: VARYING PROPOSALS BY BIDDERS

Where the tasks can be executed within variable deadlines, the Special Regulations shall specify these deadlines and shall indicate the method retained for the evaluation of the completion deadline proposed by the bidder within the specified deadlines. Bids that propose deadlines beyond those specified shall be considered as not being in conformity.

Except in the case mentioned in the paragraph below, bidders wishing to offer technical variants must first assess the basic solution of the Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder whose bid is in compliance with the basic solution has been evaluated as the lowest bid.

When according to the Special Regulations the bidders are authorised to directly submit the technical variants for certain parts of the tasks, these parts of the tasks must be described in the technical specifications. Such variants shall be evaluated on their own merit in accordance with the provisions of the General Regulations.

Article 19: PREPARATORY MEETING TO THE ESTABLISHMENT

Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations. The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.

As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in the paragraph below.

The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of the General Regulations and not through the minutes of the preparatory meeting.

The fact that a bidder does not attend a preparatory meeting for the establishment of bids shall not be a reason for disqualification.

Article 20: FORM AND SIGNATURE OF BIDS

Each offer shall be presented in eight (8) copies, that is, one (01) original clearly indicated "ORIGINAL". and seven (07) photocopies bearing "COPY". The original must be typed or written with indelible ink and in case of any ambiguities or differences only the original shall be considered authentic. In case of a correction or a page overloaded with information added after, it must be visaed by the signatory (ies) (person or persons mandated to signed for the bidder). The bid shall be bear no modification, suppression or alteration unless such corrections are initialled by the signatory(ies) of the bid.

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, the MAYOR, NDU 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 OFBIDS

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.

A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The notification must be signed by the person mandated to sign for the bidder. 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 OFFER" or "MODIFICATION". The notification of the 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. Bids being requested to be withdrawn by bidders shall not be opened before returning to them.

- NB: Offers bearing "WITHDRAWAL" and "REPLACEMENT OFFER" or "MODIFICATION" and which shall not be handed back to the bidders shall be transmitted alongside the other offers on the day of opening.
 - No bid shall 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.

E- OPENING AND EVALUATION OF BIDS

Article 25: OPENING OF BIDS AND PETITIONS

Bids shall be opened by the Competent Tenders Board in one phase of two stages (Stage I and Stage II) on a date, time and at the venue specified in the Special Tenders Regulations, in the presence of Representatives of the bidders concerned and who wish to attend. Representatives present during the opening shall sign a register or a paper to attest their presence.

Firstly, envelopes marked "WITHDRAWAL" shall be opened and the contents announced to the flearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "REPLACEMENT BID" are opened and announced to the flearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the flearing of everyone. Lastly, the envelopes marked "MODIFICATION" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. It is important to note that:-

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

rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

Toffers (and modifications received in accordance with the provisions of the article of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session

for whatever reason, shall not be submitted for evaluation.

Bid-opening minutes are recorded on the spot mentioning the admissibility of offers, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.

→At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialled copy of the offers presented by bidders.

In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public contracts, the Contracting Authority or Delegated 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 Delegated Contracting Authority in his award decision may cause the rejection of his offer.

Auticle 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.

Axticle 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:-

which substantially limits the scope, quality or realisation of the works; i)

- which substantially limits and is not in conformity with the Tender File, the rights of the ii) Delegated Contracting Authority or the obligations of the bidder in relation to the contract; or
- Whose correction would unjustly affect the competitiveness of the other bidders who presented iii) 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 Delegated 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

The committee in charge of evaluation shall ensure that the successful bidder retained for having submitted a bid substantially in compliance with the provisions of the Tender File, fulfils the qualification criteria stipulated in the Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

Article 30: CORRECTION OF ERRORS

The committee in charge of evaluation shall verify bids considered essentially in compliance with the Tender File to correct the possible calculation errors. It shall correct the errors in the following manner:

- (a) Where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a Gross Error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
- (b) If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
- (c) Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

The amount featuring in the offer shall be corrected by the committee in charge of evaluation, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.

If the bidder who presented the lowest bid refuses the correction thus carried out, his offer shall be rejected and the bid bond may be seized.

Article 31: CONVERSION INTO A SINGLE CURRENCY

In case of variation in currencies, the committee in charge of evaluation shall convert the prices of bids expressed in various currencies into those in which the bid is payable. The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

Article 32: EVALUATION AND COMPARISON OF FINANCIAL BIDS

Only offers considered as being in conformity as per the provisions of the General Regulations, shall be evaluated and compared by the committee in charge of evaluation. During the evaluation of offers, the committee in charge of evaluation shall determine for each offer the evaluated amount of the offer by rectifying the amount as follows:

- a) By correcting any possible error in accordance with the provisions of the General Regulations;
- b) By excluding projected sums and where necessary provisions for the unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
- c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of the General Regulations;

- d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
- e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
- f) If need be, in accordance with the provisions of the General Regulations (GAC) and the Special Regulations (SAC) by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
- g) If need be, in accordance with the provisions of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated according to their own merit and independently of the fact-that the bidder offered or not a price for the technical solution specified by the Delegated Contracting Authority in the Special Regulations.

If the offer judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Delegated Contracting Authority, the Evaluation sub-committee may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the tasks stipulated and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory it may propose to the Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated 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 No.:2004/275 of 24th September 2004 to institute the Public Contracts Code.

Article 35: PUBLICATION OF RESULTS OF AWARD AND PETITIONS

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

As well, the Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.

Remarks:

- (a) After publication of the award results, bids that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.
- (b) After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.
- (c) In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Contracting Authority and the chairperson of the Tenders Board concerned. It must take place within a maximum deadline of five (5) working days after the publication of the results.

Article 36: NOTIFICATION OF AN AWARD OF CONTRACT

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

Article 37: SIGNING OF THE CONTRACT

The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts. As well, the Contracting Authority must be notified the successful bidder of the signed contract within five (5) days of its date of signature.

Article 38: FINAL BOND

Within twenty (20) days from the date of notification of signed contract by the Contracting Authority, the contractor shall furnish the Project Owner with a final bond, to guarantee the complete execution of the works.

REMARK:

- (a)Bid bond to be released to the Contractor upon a written request addressed to the Contracting Authority can only take place after when the contractor must have proven with attestation for having furnished the Project Owner with a final bond and/or after the start-off advance is refunded.
- (b) The final bond whose rate varies between 2 and 5 percent of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.
- (c) Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.
- (d) Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

Article 39: ADDITIONAL INFORMATION

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 Contract Engineer (Divisional Delegate of Water Resources and Energy for Donga-Mantung) 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 Mayor, Ndu Council 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 Donga-Mantung 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

NDU COUNCIL

(CONTRACTING AUTHORITY)

DOCUMENT N° 3

SPECIAL REGULATIONS FOR THE INVITATION TO

TENDER

Article 1: SUBJECT OF TENDER

The Mayor of NDU Council, Contracting Authority, is launching under emergency Procedure an OPEN NATIONAL INVITATION TO TENDER

FORTHE, REHABILITATION OF MBIYEH POTABLE WATER SUPPLY SCHEME AND INSTALLATION OF ASOLAR POWER PUMPING SYSTEM, NDU SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION Financed by the 2019 PIB, MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT.

Article 2: CONSISTENCE OF WORK

The works covered by this tender include all the works described in the bill of quantities and estimates as in document 7 and consist of:

- the site visit and preliminary studies,
- the construction, extension, excavation and laying of PVC PIPES
- Backfilling of pipeline
- the masonry works and installation of the drainage system,
- the physico-chemical analysis of the water,
- -Demarcation, protection and planting of water friendly trees in the catchment.
- the putting in place of a Water Management Committee,

2.1. PARTICIPATION

Participation in this Invitation to tender is open to all those CAMEROON companies/enterprises that have experience in the execution of and use of solar pumps.

2.2 CONSULTATION AND ACQUISATION OF TENDER DOCUMENTS

Tender documents can be consulted and obtained at the NDU Council Chambers (Service in charge of Award of Contracts), on the publication of this tender.

The tender files will be obtained on presentation of a payment into the State treasury of a non-refundable sum, representing the cost of acquisition of the tender file which is sixty thousand (60 000) Francs CFA. When obtaining the tender documents, bidder must get registered indicating their full address (post office box, tel. no fax no etc.)

2.3 SITE VISIT

Each bidder is required to visit the site to assess the constraints and SHALL PRODUCE in his offer, a report of his visit bearing pictures signed by the Engineer of the enterprise and the Director and an attestation of his site visit Signed by the Engineer of the Enterprise.

Article 3: COMPLIANCE WITH CONDITIONS OF TENDER

3.1 The bidders must meet the technical conditions of the Tender Documents. However, they may also propose alternatives (quantity, method of execution, and type of equipment) based on their investigations

and visits to the catchment area and the localities to be supplied with potable water, in strict compliance with standards and approved norms applicable in Cameroon (Water Law).

3.2. The offer shall be SUBMITTED at the place, date and time specified in the Invitation to Tender. Any bid submitted at a later hour or date will be rejected.

3.3. After submitting its bid, a bidder may not modify, or correct it for any reason whatsoever. This condition is valid both before and after the expiry of the bid submission.

ARTICLE 4: COMPOSITION OF TENDER DOCUMENTS

Documents forming part of this Tender is composed of the

following: DOCUMENT No. 1: Tender Notice

DOCUMENT No. 2: Special Regulations of the Tender -

(R.P.A.O) DOCUMENT Nº 3: Special Administrative

clauses (C.C.A.P) DOCUMENT Nº. 4: Special Technical

Clauses (CCTP) DOCUMENT No. 5: Unit price schedule

(CBPU)

DOCUMENT N°. 6: Quantitative estimates to be completed by the Bidder DOCUMENT N°. 7: Detail prices

DOCUMENT No. 8: Forms and

Model 8.1:

Submission form 8.2:

Model of BID BOND

8.3: Model of Final Guarantee

8.4: Summary of Plans, drawn up by the

Contracting Authority (see RPAO,

Envelope B)

ARTICLE 5: ADDENDUM TO TENDER DOCUMENTS

These addenda will be transmitted, as appropriate, to all bidders, and form part of the Tender documents.

Article 6: BID BOND

The Bid Bond to be issued by a bank approved by the MINFI for the sum of Six hundred thousand (600 000) Francs CFA as indicated in point 8 of the Invitation to Tender.

Article 7: ESTABLISHMENT OF THE OFFER

The bid amount will be obtained by applying unit prices to quantities to execute, prices will be fixed and non-revisable for all services and works defined in this Tender Documents. This amount will be calculated inclusive of all taxes and value added tax (VAT) will be equal to 19.25%; AIR will be taken to 5.5% or 2.2%. Prizes will be mandatory in CFA. Pricing will be based on prevailing economic conditions in the Republic of Cameroon at the date of submission of tenders.

Article 8: DURATION

Work should be completed within a period of four (04) months, to be confirmed by the bidder, from the date of signature of the Service Order to start work. A month after signing the Jobbing Order by the bidder, if the work is not started, he automatically loses the Jobbing Order to the second bidder on the list.

Article 9: SUBMISSION OFTHE BID

9.1 The outer

Each bidder will submit his documents within a sealed outer envelope bearing only the words:

OPEN NATIONAL INVITATION TO TENDER

REGION

«TO BE OPENED ONLY DURING THE BID OPENING SESSION»

9.2 Inner envelopes

The outer envelope will contain three (03) inner envelopes: The first envelope will be Labelled or stamped "Envelope A" and contain the Volume of Administrative Documents of the company dated within three (03) month with one (01) original or certified copy by the competent administration and five (05) simple Photocopies. In this volume, each item must be preceded by a separation page.

Envelope A: Administrative Documents

It shall contain one (01) bound booklet containing originals of the under-mentioned administrative documents of the enterprise or their certified true copies issued not more than three (03) months by the competent services, and five (05) bound copies of the said booklet. Each booklet shall contain the following administrative documents:

- 1- A stamped declaration of the Contractor's intention to tender or the Tender's Commitment Statement, which shall carry the contractor's full name(s), nationality, his function as well as the name of the company or consortium he is representing the location of its Headquarters. It shall also indicate the project for which the bid is being tendered, the list of documents that have been initialed and are being submitted, and the planned duration of the works.
- 2- A certified copy of the Contractor's valid Tax Payers Card.
- 3- A Tax Assessment Notice issued by the competent Taxation Centre.
- 4- A Business Licence (Patente) for the current financial year and the preceding financial year, showing the turnover of the company or consortium.
- 5- An Affidavit of Non-Bankruptcy issued by the competent Court.
- 6- An Attestation issued by the National Social Insurance Fund (CNPS).
- 7- An Attestation of Bank Account issued by a bank authorized by the Ministry of Finance.
- 8- BID BOND for this tender (Caution de Submission). (600000F)
- 9- An Attestation of payment of all assessed Taxes (Current Tax Clearance

Certificate). 10- The Power of Attorney, if necessary.

- 11- A receipt showing the amount of 60000 (sixty thousand paid to obtain the tender document issued by the MISAJE COUNCIL Treasury.
- 12- An Attestation of Non-Exclusion from the Public Contract System issued by the Public Contracts Regulatory Agency, Bamenda.
- 13- A Certificate of Incorporation issued by the competent Court (Régistre de Commerce, Acte Notarié).

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9.3.2- Envelope B: Technical Documents

The second envelope, marked "Envelope B" for each lot shall contain the following technical information on the enterprise and the envisaged works.

1- Personnel of the Enterprise

A detailed technical note concerning the quality as well as the level of education of the
personnel, indicating their experience in the construction of gravity water projects.
Certified true copies of the highest certificates of the personnel issued not more than three

Certified true copies of the highest certificates of the personnel issued not more than three
 (03) months by the competent services.

☐ Signed and dated Curriculum Vitae of the personnel.

2- Structure of the Enterprise and that of the project

☐ The organizational chart of the Enterprise.

☐ The organizational chart of the project for which a bid is being tendered.

3- References of the Enterprise

☐ Certified true copies of the minutes of Final Reception of projects executed by the Enterprise or its personnel in the domain of gravity water supply, as well as certified true copies of the relevant

Jobbing Orders or contracts.

4- Logistic capabilities of the Enterprise

Certified true copies of vehicle documents issued not more than three (03) months by the
competent services,

☐ List of all other items of equipment necessary for the execution of the works, showing quantities available and proof of ownership.

5- Technical proposal.

Methodology of execution of the works

- Detailed technical description of the works to be executed with respect to gravity water supply, surveys and exploitation techniques.
- Presentation of complete construction plans,
- Schedule of the deployment of manpower.
- Schedule of the execution of the works (PLANNING).
- Capacity to pre-finance

6- Knowledge of work site

- Detailed report on the Work site (indicating specific and general observations)

7- Special Technical Clauses, duly initialedon all pages.

9.3.3- Envelope C: Financial Documents

The third envelope for each lot shall be marked "Envelope C". It shall contain the under-mentioned financial documents of the enterprise.

Bill of Quantities and Estimates for the water works to be executed completed and initialed on each page, with indications of HT, VAT, TTC, AIR and Net Payable.

- 2- List of Tasks and sub-detail of Unit Price Scheduled, completed and initialed on each page 3- Special Administrative Clauses completed and initialed on each page.
- 4- Tender specimen.
- 5- Specifications of unit prices. In words and figures.

9.3.4- Presentation of Bids

All the three (03) Envelopes (A, B and C) shall be sealed and placed in a fourth Envelope which shall also be sealed and on which shall be written:

OPEN NATIONAL INVITATION TO TENDER

NOOS/ONIT/MINDEVEL/NWR/DMD/TBNC/2019 OF 94 JUIN 2019

FOR THE, REHABILITATION OF MBIYEH POTABLE WATER SUPPLY SCHEME AND INSTALLATION OF ASOLAR POWER PUMPING SYSTEM, NDU SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION "TO BE OPENED ONLY DURING THE BIDS OPENING SESSION

9.3.5- Submission of Bids

The envelope containing envelopes A, B and C shall be submitted not later than the date and time indicated hereinabove, to the Secretariat (Public Contracts Unit) of the Ndu Council internal tender board.

9.3.6- Acknowledgment of Receipt of Bids

An acknowledgment receipt shall be issued to the bearer upon receipt of any bid.

ARTICLE 10: CONFORMITY OF THE BID

The bidder is obliged to present a bid that conforms to the technical conditions presented in the tender document; otherwise, it shall be rejected.

ARTICLE 11: CRITERIA FOR THE EVALUATION OF THE BID

NO	CRITERIA	YES	NO		
	TECHNICAL DOCUMENTS	YES	NO		
	General presentation of the tender document				
1	Presence of intermediary separating papers	YES	NO		
2	Pages are number	YES	NO		
3	Document is solidly bound	YES	NO		
4	Visa and Signed copy of Special Technical terms	YES	NO		
5	Visa and Signed copy of Particular Administrative Terms (Jobbing Order).	YES	NO		
Perso	Personnel of the Enterprise [Engineer(s), Foreman and Coordinator.]				
6	Detailed technical note on the quality of the personnel, their level of education	YES	NO		
	as well as their experience in the domain of gravity water supply				
	Engineer:		<u> </u>		

7	More than 5 years experience	YES	NO
	er technician:		
8	More than 3 years experience	YES	NO
	Technician:		·
9	More than 3 years' experience	YES	NO
10	Certified true copies of the certificates of personnel	YES	NO
11	Signed Curriculum Vitae of personnel involved in the project	YES	NO
12	Organization chart of Work Distribution	YES	NO
13	Organization chart of the company	YES	NO
-	Certified true copies of the minutes of the Final Reception of potable	water :	supply
	project(s) realized by the Enterprise with solar energy generator.	,	
14	Two certified Final Reception Reports (minutes)	YES	NO
-	Certified true copies of Jobbing Orders or Contracts of potable water su	pply P	rojects
٠,	realized by the Enterprise with solar energy generator.		
15	Certified copies of jobbing orders for two (02) projects	YES	NO
	Proof of knowledge in matters related to potable water attested by a brief acc	count	
Of th	e company's known how.		
16	Technical summary on the construction of potable water supply by gravity not	YES	NO
10	more than one page		
Equi	oment of the Enterprise		
17	Certified true copies of vehicle documents signed not more than 3 months	YES	NO
18	List of other materials and key equipment that would enable the project to be	YES	NO
	carried out following established norms and regulations, indicating quantities		
	available.		
10	List of key equipment	YES	NO
19 20	Proof of ownership or hired of key equipment	YES	NO
	odology for executing the works.	IES	1110_
	Detailed technical description of the works to be executed, in conformity with	YES	NO
21	execution plans	165	ואס
22	Presentation of other necessary execution plans, where necessary	YES	NO -
23	Organizational chart of the project	YES	NO
24	Manpower deployment schedule	YES	NO
25	Execution timeframe with a maximum delay of three (05) months.	YES	NO
	city to Pre-finance.		
26	By 100% personal financial means (bank statement).	YES	NO
27	Other engagement to pre-finance	YES	NO
28	More than twenty million CFA (proved by copy of contract(s)	YES	NO
	Knowledge of the locality to be electrified		1
29	Sit visit Report signed by the Engineer and Director of the Enterprise with	YES -	NO
47	Pictures (indicating observations with pictures)	٠ والنوايد	110
30	Attestation of Site Visit signed by the engineer of the enterprise	YES	NO
JV	1 strongered of pite 4 tot preside of the original of the office bridge		

11.2-FINANCIAL CRITERIA

The Financial Evaluation will be carried out only on those bids which obtained above 85% of the total Yes of the Technical Documents Evaluation.

ARTICLE 12: AWARD OF JOBBING ORDER

Award of the Jobbing Order shall be done on the basis of the lowest BID to the bidder fulfilling the technical and financial conditions required resulting from so-called essential criteria, or those that are eliminatory.

The award of a Jobbing Order shall be materialized by the decision of the Contracting Authority signed and notification to the successful bidder.

DOCUMENT N° 03: THE SPECIAL ADMINISTRATIVE CONDITIONS

CHAPT	T OF THE SPECIAL ADMINISTRATIVE CONDITIONS ER I GENERAL PROVISIONS
Article 1	Purpose of the Jobbing Order
Article 2	Laws and rules applicable
Article 3	Mode of contract award
Article 4	Language applicable to the Jobbing Order
Article 5	Funding
Article 6	Constituent documents of the Jobbing Order
Article 7	Definition and duties
Article 8	Representative of the Contractor (Entrepreneur)
Article 9	Content of works
Article 10	No ification/Service order and correspondence
Article 11	Knowledge of the site, general conditions of works/Residence of the Contractor ER II EXECUTION OF WORKS
CHAPTE	R II EXECUTION OF WORKS
Article 12	Consistency of works, Time-limits for execution / time-limits for mobilization
Article 13	Obligation of the Delegated Contracting Authority
Article 14	Role and responsibility of the entrepreneur (Contractor)
Article 15	Planning of work and Sub-contracting
Article 16	Equipment and personnel to be put in place
Article 17	Replacement of supervisory staff
Article 18	Modification to supplies
Article 19	Sources of supplies

1 4: 1: 01	Desire of the management
Article 21 Article 22a	Duties of the project manager Putting the site at the disposal of the Contractor
Article 22h	Site Installation
Article 23	Environmental protection
i	
Article 24 Article 25	Cleaning of the site Operations required before acceptance
7	
Article 26	Acceptance Paried of magneton
Article 27	Period of guarantee
Article 28	Maintenance during the period of guarantee
Article 29	Laws governing labour
<u>CHAPTER</u>	III FINANCIAL CONDITIONS
Article 30	Amount of the Contract (Jobbing Order)
Article 31	Price consistency
Article 32	Sub-detailed prices
Article 33	Mode and venue of payment of supplies
Article 34	Final bond
Article 35	Security
Article 36	Variation of prices
Article 37	Stamp and registration
Article 38	Tax and customs regime
Article 39	Penalties
	V FINAL PROVISIONS
Article 40	Risks, reserves and force majeure
Article 41	Settlement of disputes
Article 42	Documents to be provided by the contractor
Article 43	Termination of Contract
Article 44 S	pecial commercial charges
Article 45	Validity and entry into force of the Jobbing Order

CHAPTER I: GENERAL PROVISIONS

Article 1: PURPOSE OF THE CONTRACT

The purpose of this contract is the, rehabilitation of mbiyeh potable water supply scheme and installation of a solar power pumping system, ndu sub-division, dongamantung 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 an Open National Invitation to Tender in accordance with decree N^o: 2018/366 of the 20th of JUNE 2018 instituting the Public Contracts Code.

Article 4: LANGUAGE APPLICABLE IN THE CONTRACT

English and French shall be the languages applicable in the contract.

Article 5: FUNDING

Works referred to in the Invitation to Tender shall be funded through the 2019 Public Investment Budget (PIB) of the Ministry of Decentralisation and local development. - MINDEVEL.

4000

Article 6: CONSTITTUENT DOCUMENTS OF THE CONTRACT

Documents of specific nature

- Special administrative conditions
- Special technical conditions
- Unit price list
- 5 Detailed cost estimates (Contractor's bid)

Documents of general nature

This Jobbing Order shall be governed by the following texts:

Ц	Law N° 96/12 of 05 August 1996 on the management of the environment.
	Law N°98/005 of 14 April 1998Governing the Water Sector in Cameroun
	Texts governed the various professional bodies.
	Decree N°. N°: 2018/366 of the 20th of JUNE 2018 to institute the public Contract Code
	Decree N°. 2001/048 of 23 February 2001 relating to the setting up, organization and
	functioning of the Public Contract Regulatory Agency.
	Decree No. 2003/651/PM of 16th April 2003 to lay down the procedure for
	implementing the Tax and customs system applicable to Public Contracts
	Order N°. 03/CAB/PM of 13 February 2007 enforcing the General Administrative clauses applicable to public works, supplies and services contract;
Ci	rcular letter N° 001/C/MINFI of 28th December 2018 bearing instructions relating to
Fir	nance Law Implementation, Follow-up and Control of the execution of the budget of the
	ate, Administrative Public Establishments, Regional and Local Authorities and
	bsidized Bodies for the 2019 Financial Year.

- Decree No 2013/27 of 5th August, 2013 modifying and completing certain dispositions of Decree No 2012/074 of 8th March, 2012 bearing on the creation, Organization and functioning of Tenders Boards.
- Norms in force;

Article 7: DEFINITIONS AND DUTIES

N/B. For the implementation of the provisions of this contract, the contracting authority and all stakeholders shall furnish the authority in charge of public contracts relevant documents generated in relation to the award and execution of this project.

- The authority in charge of public contracts is the Divisional Delegate of public contracts for Donga Mantung MINMAP
- The contracting authority and all other sate holders shall finish the authority in charge of public contracts with all documentation generated in relation to this project.
 - 1. The Contracting Authority (signatory authority) is the MAYOR OF NDU COUNCIL. 3 The Authorizing Officer is the MAYOR OF NDU COUNCIL.
 - 2. The Contract Engineer is Divisional Delegate of Water Resources and Energyfor Donga-Mantung
 - 3. The project manager is the Chief of service for water and sanitation, MINEE Donga Mantung Division. He is charged with the supervision and control of the works to be executed
 - 4. The contract manager is the CDO of the council
 - 5. The Control Brigade of the Divisional Delegation of Public Contracts for Donga Mantung will carry out control rounds for the works of the contract as per their attributions.

Article 8: REPRESENTATIVE OF THE CONTRACTOR

- 8.1- Within fifteen (15) days that follow the date of notification of the service order to begin works, the contractor (entrepreneur) should designate the site foreman who will have the right of representation and sufficient decision to direct the site, to do the necessary supplies and to engage the enterprise.
- 8.2- For the execution of this present Jobbing Order, the contractor' "elects Resident should be in NDU TOWN". In case of change of domiciliation without informing the administration, all notifications destined to the contractor will be addressed care of (c/o) the Divisional Officer of NDU SUB DIVISION.

That is, within ten (10) calendar days following notification of the service order, the contractor shall be bound to appoint the person in charge of the site or foreman who shall have sufficient powers for representation and decision to lead the works. Signed by the contractor, this appointment

Shall be addressed by letter to the Project Manager. Within five (05) days, the appointment shall be considered approved if the Contracting Authority does not give objection to it.

Article 9: CONTENT OF WORKS

The Works which form the subject of this contract are spelt out in the Special Technical Conditions.

Article 10: NOTIFICATION/SERVICE ORDER AND CORRESPONDENCES

Service Order

The Service Order shall be signed by the Contracting Authority and notified by the contract Engineer relating to the normal execution period of works.

Correspondence

The contractor shall address all written correspondences to the contract Engineer with copies to the authorizing officer and the Contracting Authority and the authority in charge of public contracts.

NB: -The contractor has ten (10) days within which to give observations on all Service Orders received. Giving out some reservations does not free the company from executing the Service Orders received.

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

The contractor (entrepreneur) shall visit the site at his expense to acquaint himself with the effective work to be done and make concrete performance proposals. He is expected to have visited and acquainted himself with the site of works and the surroundings so as to have adequate knowledge of all its features, the nature of works 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 works and in particular the specific needs.
- The proper physical conditions of the work site (the nature of soil, the nature and quantity of materials met on the surface or likely to be met underground, etc).
- The local, normal and exceptional meteorological and seismic conditions: their consequences (water erosion, the possibilities of flooding and the position of the water table).
- The local conditions, particularly those of supplying and storage of the materials.
- The means of communication, transportation, and the supply of water and electricity.
- The possibility of sufficiently providing the qualified manpower.
- All constraints resulting from the social legislation, the fiscal and customs regime applicable to him.
- The possible presence of nearby enterprises also executing distinct contracts.
- The obligation to conform himself to the hygienic and security plans as well as to the yard regulation

and to the staff's security and discipline.

The contractor shall be bound to take up residence close to the work site. Failure to comply with this obligation or to indicate his new place of residence by writing to the Project Engineer, any notification addressed to his company shall be validly done at the office of the NDU council office, NDU Sub-Division where the project is being executed.

Conclusion-The contractor must obtain all information concerning the risks and the circumstances likely to influence the conditions of execution of works or their prices. To this effect, he will not be able to take advantage of any mistake, omission or imprecision contained in the clauses of the Jobbing Order at his own cost. He will regularize if the case arises, the damages without intervention of the administration.

CHAPTER II: EXECUTION OF THEWORKS

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

The works that form the subject of the present Jobbing Order, consist of all works foreseen in the bill of quantities estimated FOR THE, REHABILITATION OF MBIYEH POTABLE WATER SUPPLY SCHEME AND

INSTALLATION OF A SOLAR POWER PUMPING SYSTEM, NDU SUB-DIVISION, DONGA MANTUNGDIVISION, NORTH WEST REGION

Time-limits for execution covers:

- Transfer of networks and traffic maintenance.
- Supply of materials;
- Realization of works;
 Under no circumstances shall the duration for execution exceed ONE HUNDRED
 AND TWENTY(120) calendar days except in the situation of Force Majeure.

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 shall take all necessary measures to facilitate the work by ensuring that the contractor submit to him/her seven (07) copies of the registered contract, that is, four (04) original copies and three (03) photocopies within a maximum duration of thirty-seven (37) days as from the date of notification of this contract otherwise he/she (the contractor) will be sanctioned.

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

The contractor shall within ten (10) days from the date of notification of the signed contract submit to the Contracting Authority two (02) copies of the program of delivery pending approval by the Project Engineer and within thirty (30) days as from this date register seven (07) copies of the contract. As well he/she shall within a maximum duration of thirty-seven (37) days as from the date of notification of the signed contract submit to the Contracting Authority four (04) original copies and three (03) photocopies of the registered contract taking note that unregistered contract will be terminated as from the 51st day from this date of notification. During execution, the contractor shall put in place all human and material resources necessary for the execution of works within the prescribed time-limits so as to assure the supply of the equipment under the control of a Project engineer is in accordance with the rules and norms in force. Hence, the contractor is responsible with regard to the administration, organization and the conduct of the site, the quality of the equipment supplied by him/her, their perfect adaptation to the needs of the site and the good functioning of the equipment. The equipment shall conform to the technical specifications, that is, according to the rules of art and the technical norms in force. To this effect, the contractor shall take all measures to provide all necessary means and to hire the competent staff.

Hence:

- *The contractor is expected to have knowledge of the site and the conditions for the delivery and installation of the equipment which is the subject of this Jobbing Order.
- *He shall fulfil his fiscal duties to the staff deployed for the purpose of the delivery and shall put in place an installation and shall ensure the organization of the site, thereby guaranteeing the security of supplies and people on the site.
- * He shall be held responsible therefore for any damage that may occur on the equipment and the people in the course of delivery and installation of the equipment until the end of guarantee.
- *The contractor shall be held fully responsible for any accidents or damage of all nature that may occur to the equipment, third parties, agents of the Project engineer, his material for the realization of the present contract, during the execution of the delivery.
- *The contractor shall be held fully responsible for the installation and testing for the functionalities of equipment on site.

Article 15: PLANNING OF WORKS

Within ten (10) days from the date of notification of the service order to begin works, the contractor shall submit to the project engineer the program of delivery in five copies for approval. Any important modifications brought 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 entrepreneur's diligence and at his expenses, the state of advancement of works to be sent to the administration in seven copies.

Article 16: EQUIPMENT AND PERSONNEL TO BE PUT IN PLACE

The contractor shall undertake to mobilize the human and material resources necessary . for adequate execution of works as required by the special administrative and technical conditions.

Any amendments to the proposals in the technical bid, even partial, shall be subject to the prior written approval of the Project Engineer In case of amendment, the contractor shall replace personnel with personnel of at least equal competence (qualifications and experience) or equipment of equal performance in good working order all approved by the contract Engineer.

Article 17: REPLACEMENT OF SUPERVISORY STAFF

In case of replacement of supervisory staff, the qualification of the personnel proposed shall at least be equal to that of the staff replaced.

Whatever the case and except in case of force majeure, the contractor shall not replace more than fifty percent (50%) of his personnel without being liable to the procedure for termination of the contract.

If the Contract Engineer requests for the replacement of a worker for serious misconduct duly recorded by both parties, the contractor shall immediately replace the said worker at his own expense.

Article 18: MODIFICATION TO SUPPLIES

During execution, the Contracting Authority shall reserve the right to bring any changes, suppressions and additions to the supplies as well as possible suppressions of some equipment which he shall deem necessary for the proper execution and successful outcome of the supplies. However, this shall be the subject of additional clauses and shall not entitle the contractor to claim compensations or indemnity whatsoever, apart from those provided for in the Special administrative conditions.

Article 19: SOURCES OF SUPPLIES

The contractor shall, at his own expense, look for sources of supplies necessary for the delivery of the equipment.

The equipment shall comply with the Special technical conditions. They shall be subject to the tests and trials that the Project Engineer may prescribe in accordance with the specifications of the contract.

The contractor's means of control, put in place by him at his own expense, shall enable him to carry out the delivery, installation and testing of the equipment.

Article 20: ACCESS TO THE SITE

The contract Engineer and any other person authorized by him may, at any time, have access to the equipment on the project 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 may have access to the lab and to any information necessary for the achievement of this mission.

Article 21: DUTIES OF THE CONTRACT ENGINEER

The duty of the contract Engineer is to ensure that the works are executed properly in accordance with the terms and conditions of the contract. The contract Engineer shall not relieve the contractor of any of his obligations under the contract or order any equipment that

may delay the execution of the supplies or lead to additional payment by the Contracting Authority. The contract engineer shall have the power to prepare and sign orders for technical services.

At the request of the contractor and contract Engineer, counter-records may be drawn up to fix quantities for some supplies. The contract Engineer shall have the following duties:

- Controlling organization of the works to ensure that they are executed in accordance with the agreed schedule of execution;
- Controlling and approving testing operations
- Cross-checking and approving the installation, as the installation shall be subject of an approval report signed by the Contracting Authority and the contractor;
- Controlling and approving origin of and compliance with the terms and conditions of the contract;
- Making proposals for preparation of acceptance to the Contracting Authority at the request of the contractor;

Article 22a: PUTTING THE SITE AT THE DISPOSAL OF THE CONTRACTOR

Within the limits of their powers, the Mayor of NWA council shall put at the disposal of the contractor, free of charge and for the duration of works, the State private or public property necessary for the project. State property put at the disposal of the contractor shall be cleaned at the end of works.

Article 22b: SITE INSTALLATION.

Site installation shall be done following the notification by Contracting Authority to start works. It shall not exceed 10days from the date of contract Notification.

The Authorizing officer shall convene the committee for site installation in consultation with the contractor and contract Engineer.

The committee for site installation shall be composed of the following: -

- 7	The project owner or his representative	chairperson
_	The contract Engineer	secretary
_	The project manager	membe r
	The DDMINMAP	member
_	DD MINEPAT	Observes
_	The contract manager	member
_	The contractor	member.

Minutes shall be drawn and signed by all members. These minutes shall be valid with signatures of two this (43) of the members concerned.

Article 23: ENVIRONMENTAL PROTECTION

The contractor shall be bound to comply with instruments governing environmental protection in the Republic of Cameroon and notably Framework Law No. 096/12 of 05 August 1996 on Environmental Management.

The contractor shall consult the Divisional Delegation of Environment and protection of Nature for the impact Notice of the project.

He shall particularly comply with the Special Technical Conditions relating to environmental protection.

Article 24: CLEANING OF THE SITE

Cleaning of the site includes disposal of structures, equipment, materials and debris. It shall be performed within thirty (30) days as from the date of acceptance and before approval of the general and final statement of works.

Article 25: TECHNICAL ACCEPTANCE OF WORKS.

Prior to the acceptance, the contractor shall request in writing to the contractingauthority through the contract Engineer, the organization of a technical visit before acceptance. The team for this visit will be composed of:-

-	The project owner	Chairperson
-	The contract Engineer	Secretary
-	The contract manager	• • • • • • •
	Member	
	The contract	•
•	manager	member
_	The Contractor or Representative	Member

Remark: For each of the receptions, a report shall be prepared by the Secretary on the site and signed by all the members on the site. These minutes shall be valid with signatures of two third (2/3) of the members concerned.

This visit shall include, among others, the following operations:

- 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. These operations shall give rise to a report drawn up on the spot, signed by the Project Engineer

and countersigned by the contractor.

Following this pre-acceptance visit, the Contract Engineer may indicate the reserves to be uplifted and the corresponding works to be carried out before the date of provisional acceptance which shall be fixed by the contracting authority.

Article 26: ACCEPTANCE

Provisional acceptance shall be programmed by the project owner at the request of the contractor through the contract engineer in case the execution of works is satisfactory. The project owner

shall thus invite members of the acceptance committee for the operation.

The acceptance committee shall be made up as follows:

_	The project owner	Chairperson
_	The contract Engineer	Secretary
	The project manager or follow up engineer	=
-	DDMINMAPObser	ver

- The store Accountant of Ndu Council..... Member

- The contract manager......Member

- The Contractor or Representative

As soon as the contractor by writing informs Chairman of the reception committee, he shall summon a meeting of the committee to carry out the provisional reception in consultation with the contract engineer.

No reception shall be done in the absence of the contract engineer.

At a visit to the site, the committee shall examine the report or minutes of (technical reception) the operations required before reception and carry on the reception if appropriate.

The provisional acceptance shall give rise to a reception report which shall be signed on the spot by all the members of the committee. This report of provisional technical reception shall mark the end of works. All the members of the acceptance, commission are entitled to an internity each paid by project.

Remark: For each of the receptions, a report shall be prepared by the Secretary on the site and signed by all the members on the site. These minutes shall be valid with signature of two third of the members concerned.

Article 27: PERIOD OF GUARANTEE

The period of guarantee for works relating to THE, REHABILITATION OF MBIYEH POTABLE WATER

... Letter

SUPPLY SCHEME AND INSTALLATION OF A SOLAR POWER PUMPING SYSTEM, NDU SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGIONISTWELVE(12)months from the date of provisional reception.

Article 28: (I) MAINTENANCE DURING THE PERIOD OF GUARANTEE

During the period of guarantee, the contractor shall repair, at his expense and in due time, any disorder that may occur as a result of defects per an equipment or structure.

Before the Contracting Authority, the contractor shall be responsible for any disorder that may occur to the equipment, except those resulting from fair wear and tear, even those which have not been recorded by the contract Engineer. The contractor shall within twenty (20) days carry out the repairs. After this deadline, the contract Engineer shall have the right to have the repairs carried out at the contractor's expense.

II) FINAL RECEPTION. Final reception shall be requested for by the contractor after a pretechnical reception done by the contract engineer. The Authorizing officer shall thus invite same members who carried out the Provisional reception for this operation.

N.B. Final reception shall take place under the same conditions as provisional reception with minutes signed by all members.

Article 29:LAWS GOVERNING LABOUR

The contractor shall abide by the laws governing labour in the Republic of Cameroon. As far as possible, he shall give pride of place to Cameroonians during recruitments.

CHAPTER III- FINANCIAL

CONDITIONS Article 30; AMOUNT OF THE CONTRACT

Article 31: PRICE CONSISTENCY

.Contractor's price:

The prices stated on the unit price list shall be considered as having been set on the basis of the economic conditions prevailing in the Republic of Cameroon during the month preceding that of submission.

The contractor shall be considered as having perfect knowledge of all the constraints relating to the execution of works and all the conditions that may influence this execution, as he must have personally been to the site before submitting his bid, notably:

- the nature of the class;
- transport and access conditions to the site at any period of the year;
- constraints relating to the geographic situation of works;
- Presence or absence of an 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, workshops, accommodation etc;
- Conveyance, supply, storing and transport of all the materials, fuel, lubricant, etc;
- Maintenance of existing structures used for the execution of this contract;
- Prospecting for sources of equipment and storing
- Measures aimed at reducing direct environmental impacts;
- Maintenance of class 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 of 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 32: 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 33: MODE AND VENUE OF PAYMENT FOR SUPPLY

The contractor shall be paid on accounts drawn up by applying the prices of the unit price list to supplies actually delivered.

- End of delivery

After the completion of constructions and installations, and within fifteen (15) days following the date of acceptance, the contractor shall, from the joint records, draw the draft final account of constructions and installations actually carried out which shall sum up the amounts that he can claim as payment for the constructions and installations carried out.

The draft final account shall be submitted by the contractor for verification and approval by the contract Engineer

Once approved by the Project Engineer, the draft final account shall become the final account. It shall serve for making out the final payment to settle the contract drawn up under the same conditions as those defined below relating to drawing of monthly accounts.

- General and final account

At the end of the period of guarantee relating to the structures which gives rise to final acceptance of works, contract Engineer shall draw up the general and final account which shall be countersigned by the contractor and the Contracting Authority. This account whose model shall be provided by the Contracting Authority at his convenience shall comprise:

- The final account:
- The final payment;

Signing of the general and final account without reserve by the contractor shall definitely bind the parties and put an end to the contract, except for issues concerning default interests.

- Payment of works:

Payment shall be done by the NDU MUNICIPAL Treasurer after receiving accounts drawn up by the Contract Engineer and signed by the Authorizing Officer upon presentation of an account drawn up by the contracting partners in seven (07) copies including the stamped original copy.

Each request for payment shall include the following documents:

- Seven copies of the account mentioned above;
- Acceptance report signed by all the members of the acceptance committee;
- A copy of the following documents making up the tax file certified by the relevant Authorities and dated less than three (03) months:
 - > A taxpayer'scard;
 - > a business licence;
 - > a clearance attesting to the payment of taxes;
 - > an attestation of non-indebtedness;
 - > an attestation of localization;
 - > a plan of localization;
 - > an attestation of solvency;
 - > an attestation of Bank account;
- Default interests. They shall be paid by statement of the amounts owed.
- <u>Currency</u>—The currency of the tender and payment shall be the CFA Franc

34) Release of bank guarantee

Upon completion of works, the bank guarantee shall be refunded at the written request of the contractor through a release issued by the contractor a release issued by the contracting authority.

Article 35: SECURITY

Within the meaning of the security regime laid down by decree No. 2018/366 of 20th of June 2018, the following definitions shall apply:

- Authority in charge of settlement of the expenditure: The Delegated Contracting Authority;
- Authority in charge of paying the VAT: The Delegated Contracting Authority;
- The NDU MUNICIPAL Treasurer shall be in charge of payments;
- Security shall be subject to the rules governing public contracts;
- Payments shall be done by bank transfer.

Article 36: VARIATION OF PRICES

Under this contract, prices shall be unit and fixed prices. These prices shall be final and unchangeable.

Article 37:STAMP AND REGISTRATION

Seven (7) original copies of this contract shall be stamped and registered at the expense of the contractor, in accordance with the laws in force; within fifteen (15) days as from the date of notification of the contract.

Article 38:TAX AND CUSTOMS REGIME

As concerns taxes, this contract shall be subject to the laws in force in the Republic of Cameroon.

Article 39: PENALTIES

In case of failure by the contractor to complete the work within the contractual time-limits, he shall be subject to the following penalties:

- 1/2000th of the amount of the contract per calendar day overrun, from the 1st to the 30th day;
- •1/1000th of the amount of the contract per calendar day, beyond the 30th 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.

CHAPTER IV: FINAL PROVISIONS

Article 40: RISKS, RESERVES AND FORCE MAJEURE

Force majeure shall include the effects of natural disasters or any other external events that the contractor could not have reasonably foreseen or avoided, and which make works impossible and not only costly.

In case of force majeure, the contractor shall be relieved of his responsibility only if he has notified in writing to the Project Engineer of his intention to put forward this force majeure. This shall be done before the end of the 20th day following the event.

It is up to the Project Manager to decide on the nature of force majeure and the evidence given by the contractor.

Article 41: SETTLEMENT OF DISPUTES

Any dispute arising between the parties shall be subject to an attempt at a direct amicable settlement. In the absence of an amicable settlement, any dispute relating to this contract shall be carried before the Cameroonian court of competent jurisdiction.

Article 42: DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR

The contractor shall furnish to the Project Engineer fifteen (15) copies of the contract. In case the Project engineer gets them by himself, the contractor shall refund him the expenses incurred.

Article 43:TERMINATION OF CONTRACT

The contract may be terminated as per article 100 of decree No. 2018/366 of 20th of June 2018 to lay down the Public Contracts Code and the following special conditions:

- > non-registration of the contract within the required time-limits;
- > non-compliance of technical documents;
- > a delay exceeding fifteen calendar days in the execution of a service order or an unjustified halt of works exceeding seven (07) calendar days;
- > a delay giving rise to penalties beyond 10% of the amount of the contract;
- > refusal to carry over works not properly done;
- > refusal to carry out works notified by service order;
- > 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 44:SPECIALCOMMERCIAL CHARGES

The contractor declares that this 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 this contract agreement, the contractor shall reserve the amount of these charges for the contract Engineer on behalf of the Delegated 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 45: VALIDITY AND ENTRY INTO FORCE OF THE CONTRACT

This contract shall become final only after it must have been signed by the Contracting Authority. It shall enter into force upon notification of the contractor by the contract Engineer.

DOCUMENT NO 6 SPECIAL TECHNICAL CLAUSES

SPECIAL TECHNICAL CLAUSES

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INTTRODUCTION

The technical specifications presented herein below define the water works that shall be executed in the locality of MBIYEH village in , NDU Sub- Division, Donga Mantung Division, North West Region and the manner in which these works shall be carried out. The Contractor is expected to read this specification critically and identify all the articles that are applicable to his job.

CHAPTER I: GENERAL INFORMATION ARTICLE 1: VOLUME OF WORK TO BE EXECUTED

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

ARTICLE 2: GENERAL INSTRUCTIONS

It should be understood that the provision of a bill of quantities for any project does not absolve the potentials of the Contractor of the necessity to affect a well-planned site visit, at his own expense, to gain complete knowledge of the conditions prevailing on the terrain. This knowledge shall come in handy when preparing the list of Tasks and the Unit Price Schedule. Potential contractors (or bidders) shall provide a detailed and sequenced List of Tasks to be effected on each component of the project. BEFORE THE START OF WORKS, the contractor shall provide the contract Engineer with:

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

No materials shall be used that has not been checked for conformity with the technical specifications by the Supervising Engineer and received and minutes drawn up and signed by the Engineer and the contractor.

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

Any modifications must be done in writing, with sufficient justifications. For this purpose, a numbered page book (the project log book) shall be kept on site in which the Supervising Engineer shall write his approved instructions. Both the Contractor, or his representative, and the Supervising Engineer shall initial every page of the project logbook. It is therefore obligatory for the contractor to execute the works in conformity with:

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

Subject to any approved modifications indicated in the project log book by the Supervising Engineer. The Contractor shall take note of any omissions or discrepancies that may exist in the above

Documents mentioned in the preceding paragraph, which omissions or discrepancies could fundamentally affect the technical or aesthetic quality of the works executed to his detriment, and call

the attention of the Supervisory Engineer who shall remain at the disposal of the Contractor for necessary information and inquiries throughout the duration of the project.

In this regard, the Contractor shall not absolve himself of the responsibility for poor quality work indicated in the project log book by the Supervising Engineer.

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

CHAPTER II: ORIGINE AND QUNLITY OF GEOMATERIALS AND CEMENT

ARTICLE 3: QUALITY AND QUANTITY OF GEOMATERIALS

The Contractor shall supply all the sand, stones and gravel that may be required for the execution of any component of a project. He shall also be responsible for the excavation and backfilling of the pipeline under the supervision of the Engineer. In that regard, it is obligatory for the potential Contractor (or bidder) to visit the project site, at his own expense, before preparing his bid, in order to verify whether available geomaterials are of good quality and of sufficient quantity. He shall make any reservations concerning geomaterials in his bid.

ARTICLE 4: ORIGIN AND QUALITY OF SAND

The nature and origin of sand remains subject to the approval of the Supervising Engineer. Sand shall be obtained either from rivers or through crushing of rock. The sand shall be of high quality. It shall be crunchy, stable, clean and shall be free of dust particles, schistose, gypseous or clayey debris and organic reinforcements. The sand component shall be more than 80% and the very fine constituents, with a dimension not exceeding eighty (80) microns that can be eliminated by settling, should be less than four percent (4%). No grain of sand should have a dimension greater than four (4) millimeters. If deemed necessary by the Supervising Engineer, the sand shall be sieved and washed thoroughly before use. Moreover, filter grade sand shall have a grain size ranging from 0.8mm to 1.2mm inclusive. Furthermore, it shall be fried in order to eliminate algae zygospores, bacteria and/or bacteria spores, fungi and/or fungal hyphae.

ARTICLE 5: ORIGIN AND QUALITY OF GRAVEL

Gravel shall be obtained from deposits or quarries chosen by the contractor and approval by the Supervising Engineer. It shall clean, without an excess of flat elongated pieces, dust or impurities. Constituents that can be eliminated through settling should be less than 2%. Its grading should be suited to its use. If deemed necessary by the Supervising Engineer, it shall be washed before use.

ARTICLE 6: ORIGIN AND QUALITY OF STONES

Stones shall be obtained from deposits or quarries chosen by the contractor and approved by the Supervising Engineer. No stone shall have a dimension less than (20) centimetres. Balsait stones, commonly called black stones, are highly recommended, or else stones of other quality, such as un weathered granites, rhyolites, ignimbrites, etc, duly tested and approved by

the Supervising Engineer, may also be used if deemed necessary, they shall be washed with iron brushes.

ARTICLE 7: ORIGIN AND QUALITY OF CEMENT

Cement shall be of the CPA325 class and shall be obtained from an approved factory.

CHAPTER III: CONCRETE WORKS

ARTICLE 8: PREPARATION OF CONCRETE

Concrete works shall be of three (03) kinds:

- Mass concrete for foundations works; it shall be a mixture of 250kg of cement per M³ of sand and of appropriate thickness.
- Re-in forced concrete for floor and roof slabs and slab covers for storage tanks, valve chambers and interruption chambers; it shall be a mixture of 350kg of cement per M³ of sand and shall be of appropriate thickness.
- Mass concrete for catchment works; it shall be a mixture of 400kg of cement per M³ of sand.

CHAPTER 4: METHOD OF EXECUTION ARTICLE

9: GENERAL INFORMATION

ARTICLE 9.1: SECURITY AT THE WORK SITE

The Contractor shall place at the entrance to the work sites signboards in bold letters indicating that work is underway and prohibiting the public and unauthorized persons from entering the work site. He shall be responsible for any accident that may occur on the work site or may be suffered by a third party, his staff and employees or officials of the Administration as a result of their presence on the work site. Organization of work and security on the work site shall therefore be the sole responsibility of the Contractor.

Furthermore, the Contractor shall be bound by the labour legislation in Cameroon vis-à-vis his workers and the Administration. Moreover, his insurance policy shall cover any damages he could cause to any one during the execution of the job.

ARTICLE 9.2: TRAFFIC

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

Where interference of the traffic flow for a given period is inevitable, the Supervising Engineer shall be informed of the situation at least seven (07) days in advance, so that he can seek the opinion or the local Administrative Authorities, the deviation route and his plan for maintaining the deviation throughout the duration of the works that have necessitated the deviation.

ARITICLE 10: STONE MASONRY

Stone masonry shall be aesthetical and in accordance with structure type and civil engineering rules. Binding mortar shall be a mixture of 400kg of cement per M³ of sand, no grain of which have a dimension exceeding 4mm

Mortar containing a mixture of 450kg of cement per M³ of sand shall be used for finishing of the external joints of non-visible walls of stone masonry.

Mortar consisting of a mixture of 500kg of cement per M³ of sand, to which shall be added a quality of SIKA N⁰ 1 recommended by the manufacturer and approved by the Supervising Engineer, shall be used for waterproofing the interior surfaces of waterretaining structures (storage tanks, interruption chambers, sedimentation basin, filters etc.....)

ARTICLE 11: POINTING AND PLASTERING 11.1 POINTING

The joints of the external walls of stone masonry that are visible shall be carefully pointed to give them an aesthetic look. Mortar containing 600kg of cement per M³ of sand shall be used for pointing, with a cement past (1:0) finish.

11.2 PLASTERING

Plastering of surface in contact with water shall comprise pointing of mortar joints followed by a 1cm thick layer of spatter dash 1:2 (m625). This shall then be followed by the application of a rendering coat of 2cm thick 1:4 (m300) mix and setting coat 2cm thick 1:2 (m625). The walls shall then be finished with cement paste. Plastering of surfaces not in contact with water, such as chambers for air valves, control valves and washouts shall consist of 1 coat of plaster 1cm thick and a mix of 1:3 (m400).

ARTICLE 12: PLUMBING WORKS

By plumbing works include:

- I) laying of pipes in trenches
- II) construction and installation of chambers for air valves, washouts and control valves.
- III) Installation of branch lines right up to the last plastic pipe before the stand pipes.

ARTICLE 12: PLUMBING WORKS

Pipes should meet the physical characteristics presented in tale I below:

Table I: physical characteristics of pipes

Internal & &	Thickness (r	nm)	1 (Socket	Nominal	Length of pipe (m)
external ®	Minimum	Nominal	Maximum	length	services	
(mm)				(mm)	pressure	
					(bars)	
21x25	1.9	2.0	2.3	28	10	6
28x32	1.9	2.0	2.3	32	6	6
26.8x32	2.4	2.6	2.9	32	10	6
35x40	2.3	2.5	2.8	40	6	6
33.6x40	3.0	2.3	3.5	40	10	6
26.8 x 32	2.4	2.6	2.9	32	10	6
35 x 40	2.3	2.5	2.8	40	6	6
33.6 x 40	3.0	3.2	3.5	40	10	6
43.6 x 50	3.0	3.2	3.5	50	6	6
42 x 50	3.7	4.0	4.3	50	10	6
56.6 x 63	3.0	3.2	3.5	63	6	6
53 x 63	4.7	5.0	5.4	63	10	6
68.6 x 75	3.0	3.2	3.5	75	6	6
66.6 x 75	3.8	4.2	4.5	75	10	6
63.2 x 75	5.5	5.9	6.3	75	10	6
80.6 x 90	4.3	4.7	5.0	90	6	6

TOLERANCES

OVALIZATION

: ±1mm Length of pipe: ± 1% => ±6cm Socket length: ± 0.6mm

12.1.1 CONTROL TESTS FOR PIPES

I) Length

The tolerance for pipe lengths shall be $\pm 1\%$ (\pm 6cm). For every 100 pipes, if the number of pipes

not respecting this tolerance is less than 3, i.e. 3%, than the whole lot shall be considered okay, otherwise the contract Engineer shall request that as many pipes be tested in the lot as possible.

ii) External diameter

The tolerance shall be \pm 0.3mm for pipes of external diameters between 25mm and 50mm, and \pm 0.4mm for pipes between 63mm and 75mm in external diameter. Before reception, the Supervising Engineer shall verify the external diameters of 15pipes for every 300 pipes. If 6 or more pipes fail to meet the tolerances prescribed above, he shall reserve the right to reject the whole lot. If 5 pipes fail to meet the tolerances stipulated above, 15 other pipes shall be selected at random from the same lot and verified. If the same results are obtained for 5 pipes, the whole lot shall be rejected.

iii) Thickness

Thickness verification should adhere to the specifications presented in table 11 below.

Table II: Thickness

No. of pipes in the	e No. of pipes randomly	No of bad pipes x		
lot	selected for verification	Lot accepted if X max	Lot rejected if X max =	
100-199	10	2	3	
200-299	15	3	4	
300-499	20	3	4	
500-899	25	5	6	
899-1300	30	6	7	
1300- 3200	40	8	9	

The contract Engineer shall carry out thickness verification in accordance with table II above

iv) Socket length

The socket length shall be according to agreed norms. The value obtained should have the theoretical value of the tube plus 1.3mm. The tolerance shall be 0.6mm.

v) Shrinkage cracks

Shrinkage cracks tests should be carried out according to agreed methods by the Supervising Engineer on a 15-30cm long sample. No shrinkage cracks should occur if the pipe is at 90° to its horizontal axis. If this occurs for 15 samples representing a lot of 100 pipes, the lot shall be rejected.

vi) Internal pressure

Pipe samples shall be subjected to 1.5 times the service pressure for duration of one hour. If one out of every five samples, another set of five shall be selecte3d for a retest. If the second set respects the

Specified relation with the service pressure, the set shall be considered satisfactory. Otherwise, either necessary adjustments shall be carried out to meet the required specifications, or the lot shall be rejected.

Vii) Impact

This test shall be carried out on three samples, one from each extremity and the third from the center, all three, one meter long. Perpendicular masses shall be dropped from a height of one meter onto the samples as shown in table III:

Table III: Impact Test Schedule

Pipe diameter	Mass (kg)	
15	1	
32	1	
40	1	
50	3.5	
63	5	
75	7.5	
90	7.5	

The pipes shall be accepted if, and only if, the percentage of broken pipes in the tested samples does not exceed 40%.

viii) Labels

The Contractor shall ensure that all pipes for this project are labeled <H>. The contract Engineer shall reject any pipe not labeled as such.

The Contractor shall furnish the contract Engineer a guarantee certificate from the factory of origin ascertaining that the pipes meet the required standards as described in the foregoing sections. The Contractor shall arrange for free access to the factory for the contract Engineer to enable him request, as required, for all factory tests described in the aforementioned sections to be carried out by the manufacturer.

The performance guarantee of works shall cover all defects in pipes, their handling and workmanship.

12.2 FITTINGS SPECIFICATIONS

The fittings required for these works, are presented in Table IV below. Contractors are required to strictly respect these specifications.

All fittings shall be approved by the Supervising Engineer before use. All fittings not conforming to those specified in TABLE IV shall be rejected. The performance guarantee of works shall cover all defects in fittings, their handling and workmanship.

TABLE IV: SPECIFICATIONS FOR FITTING

Description of goods	Description of goods	
ADAPTOR UNION 25-3/4"	NIPPLE 2"	
ADAPTOR UNION 32-1"	NIPPLE 2 ^{1/2} "	
ADAPTOR UNION 40-11/4"	PV ELBOW 63	
ADAPTOR UNION 40-1½"	PVCRED SOCKET 40- 32	
ADAPTOR UNION 62-2"	PVCRED SOCKET 50-40	
ADAPTOR UNION 72-2 ¹ / ₂	PVCRED SOCKET 63-50	
AIR VALVES	PVCRED SOCKET 75-50	
BALL VALVES 1½"	PVCRED SOCKET 75-63	

BALL VALVE 2"	PVC TEE 32
DEC VALVE111/2"	PV CTEE 40
DEC VALVE 2"	PVC TEE 50
DEC VALVE 03/4"	PVC TEE 63
DEC VALVE 2"	PV CTEE 73
DEC VALVE 21/2"	PVC VALVE 32
ELBOW 0¾"	PVC VALVE 40
ELBOW 11/4""	PVC VALVE 50
ELBOW 1½"	PVC VALVE 63
ELBOW 2"	PVC VALVE 75
ELBOW 21/2	REDUCER G.I.1"-3/4"
FLOAT VALVE 63	PVC RED SOCKET 75-63
G.I PIPE 03/4"	SADLE PIECE 32-1"
G.I PIPE 1"	SADLE PIECE 40-1"
G.I PIPE 11/4"	SADLE PIECEV 50
G.I PIPE 1½"	SADLE PIECE 50-1"
G.I PIPE 2	SADLE PIECE 63
G.I PIPE 21/2"	SADLE PIECE 63-1"
G.I SOCKET 0¾"	SADLE PIECE 75-1"
G.I SOCKET 1¼"	TAP 0¾"
G.I SOCKET 1½"	UNION 0¾"
G.I SOCKET 2"	UNION 1"
G.I TEE 1"	UNION 1¼"
G.I TEE 11/4"	UNION 11/2"
G.I TEE 11/2"	UNION 2"
G.I TEE 2°	UNION 2½"
G.I TEE 21/2"	NON RETURN VALVE 2"
NIPPLE 03/4"	GABA JOINT
NIPPLE 1"	GLUE 1KG
NIPPLE 11/4"	HERM (ROLL)
NIPPLE 11/2"	SAND PAPER (ML)

ATICLE 13: PIPING

13.1 DESCRIPTION

This item consists of the supply and laying of all pipes, including the installation of accessories like

Couplings, tees, reducers, etc, etc. to entirely complete this item as per these specifications and plans provided.

CARE/LAYING OF PIPES

The soil in the bottom of the trench shall be lightly scarified before laying the pipes or other hydraulic.

Elements.

During transport, storage, and assembling of piping elements care shall be taken to avoid soil and other contamination from entering the system.

Laying of pipes, assembling of pipes and all other works directly related to piping works, shall only be executed during dry weather conditions.

Pipe elements and connecting accessories shall be assembled in such a way that no tension can occur in the separate elements.

Only skilled plumbers shall be employed on any plumbing work.

Pipe joints, reducers, tees, etc. shall be connected in conformity with the manufacturer's prescription.

13.3 METHOD OF DETERMING QUALITY OF GI AND PVC PIPING LAID
The quantity of PVC and GI piping laid shall be measured per linear meter of laid
pipe. Measurements

shall be made for each class of pipe and each diameter of pipe separately.

CHAPTER 5: CONSTRUCION METHODS

ARTICLE 14: SETTING OUT OF WORKS

The Contractor shall be responsible for the setting out of all pertinent lines, works, grades, reference points and levels that may be required for the proper and accurate positioning of all the structures on the work site. The works so set out shall be received by the contract Engineer before construction work actually begins.

ARTICLE 15: EXCAVAITON OF TRENCHES

Pipe trenches shall be excavated to a depth of at least 60cm and at most 100 cm, and a width of 40cm, the bottom of each trench shall be free of any stones or other materials which could damage the pipes.

ARTICL 16: BACKFILL

The Contractor shall be responsible for all backfill operations. However, such operations shall only be carried out after the dimensions of the trenches have been approved by the contract Engineer. After the pipes have been laid in the trenches by qualified plumbers, and successful hydraulic tests conducted, they shall be carefully covered with soil and rammed in, in soil layers of 20cm thick.

The backfilling of pipes crossing Motorable roads shall be done in conformity with laid down norms. The compaction requirement for backfill shall be at least 90% of the dry modified optimum proctor density.

ARTICLE 17: MAINTENANCE OF EXCAVATIONS

The Contractor shall bear the risk associated with the collapse of any surface or face exposed as a result of excavations effected anywhere on the works site, whether or not he takes any precautions against such accidents. The nature of the precautions he may take shall be entirely at his discretion. No water shall be allowed to accumulate in any part of an excavation. For that reason, every excavation shall be protected against flooding, seepage, run-off, etc. Should water accidentally enter any excavation, it shall be immediately removed by pumping or bailing at the expense of the contractor.

CHAPTER 6: WORK EVALUATION METHOD

ARTICLE 18: CALCULATION OF THE OVERALL LEVEL OF REALISATION

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

DOCUMENT Nº 7

TECHNICAL SPECIFICATIONS FOR SOLAR PHOTOVOLTAIC WATER PUMPING SYSTEMS ARTICLE 1: DEFINITION

A solar photovoltaic (SPV) water pumping system consists of a PV array, a DC/AC surface mounted/ submersible/ floating motor pump set, electronics, if any, interconnect cables and an "On-Off" switch. PV array is mounted on a suitable structure with a provision of tracing. Electronics could include Maximum Power Point Tracker (MPPT), Inverter and Controls/Protection. Storage batteries will not constitute a part of the SPV Water Pumping System.

Components and parts used in the SPV water pumping system including the PV modules, pumps, metallic structures, cables, junction box, switch, etc. should conform to the BIS/IEC/ international specifications, wherever such specifications are available and applicable.

ARTICLE 2: PERFORMANCE SPECIFICATIONS AND REQUIREMENTS (DUTY CYCLE)

The Solar PV Water Pumping System should provide a minimum of 85 liters of water per watt peak of PV array used per day under average daily solar radiation conditions of 5.5 KWh/sq. on a horizontal surface, from a total head of 10 meters (Suction head up to a maximum of 7 meters).

For Deep Well Pumps, the water discharge should be a minimum of 28 liters of water per watt peak of PV array capacity used per day from a total head of 30 meters. In case of High Head, Deep well Pumps, the water discharge should be a minimum of 17 liters of water per watt peak of PV array capacity used per day from a total head of 50 meters.

Use of a tracking system to enhance the availability of solar radiation to lift desired quantity of water is desirable. It should be specified whether the minimum water output is achieved directly or through tracking of PV Array. The actual duration of pumping of water on a particular day and the quantity of water pumped could vary depending of the location, season, etc.

ARTICLE 3:PV ARRAY

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The SPV water pumping system should be operated with a PV array capacity in the range of 200 Watts peak to 5000 Watts peak, measured under Standard Test Conditions (STC).

- PV array power output. The power output of individual PV modules used in the PV array, under STC, should be a minimum of 714 Water peak, with adequate provision for measurement tolerances. Use of PV module with higher power output is preferred. Indigenously produced PV module (s) containing mono/ multi crystalline silicon solar cells with following features should be used in the PV array for the SPV Water Pumping system:
 - Modules supplied with the SPV water pumping system should have certificate as per IEC 61215 specifications or equivalent National or Intestinal/ Standards.
 - Modules must qualify to IEC 61730 Part I and II for safety qualification testing.
 - The efficiency of the PV modules should be minimum 13% and fill factor should be more than 70%.
 - The terminal box on the modules should have a provision for "Opening" for replacing the cable, if required.
 - Each PV module must use a RF identification tag (RFID), which must contain the following information:

- (i) Name of the manufacturer of PV Modules
- (ii) Model or Type Number
- (iii) Serial Number
- (iv) Month and year of the manufacture
- (v) I-V curve for the module
- (vi) Peak Wattage of the module at 16.4 volts
- (vii) Im, Vm and FF for the module
- (viii) Unique Serial No and Module No of the module
 Until March 2013, the RFID can be inside or outside the module laminate, but
 must be able to withstand harsh environment conditions. However, form 1st
 April 2013 onwards; RFID shall be mandatorily placed inside the module
 laminate. A distinctive serial number starting with NSM will be engraved on the
 frame of the module or screen printed on the tedlar sheet of the module.

ARTICLE 4: MOTOR PUMP-SET

Following types of motor pump sets could be used in the SPV water pumping system:

- I. Surface mounted DC motor pump-set
- II. Submersible DC motor pump set
- III. Submersible AC motor pump set
- IV. Floating DC motor pump set
- V. Any other type of motor pump set after approval from Test Centers of the Ministry.

The "Motor Pump Set" should have the following features:

- The mono block DC/ AC centrifugal motor pump set has its driving unit and impeller mounted on a common shaft, thereby giving it a perfect alignment.
 The pump should be provided with specially developed mechanical seals which ensure zero leakage.
- The motor is of 1-5 HP having spring loaded carbon brushes in case of D.C Motor Pump Sets. The suction and delivery head will depend of the site specific condition of the field.
- The suction/delivery pipe (GI/HDPE), electric cables, floating assembly, civil work and other fittings should be marked indelibly on the motor pump set.
 - (a) Name of the Manufacturer or Distinctive Logo.
 - (b) Model Number.
 - (c) Serial Number.

ARTICLE 5: MOUNTING STRUCTURES and TRACKING SYSTEM

To enhance the performance of SPV water pumping systems, it is desirable to use a tracking system. Manual, passive and auto tracking are permitted. The PV modules will be mounted on metallic structures of adequate strength and appropriate design, which can withstand load of modules and high wind velocities up to 150 km per hour. The support structure sued in the pumping system will be hot dip galvanized iron (G.I).

Facilities to be provided in the structure:

- ☐ Seasonal tilt angle adjustment and
- ☐ Three times manual tracking in a day

The G.I. structures for mounting the Solar panels could be so designed, that these can be manually/auto adjusted for optimal tilt throughout the year. A simple provision is to be provided so that the panel can be manually adjusted three times a day (East-South-West) to face the sun optimally. This adjustment could be done in the early morning, noon time and afternoon to increase the total input solar radiation on the solar panel surface substantially. This provision

helps the motor pump set to start early in the morning and function efficiently till late in the afternoon, thereby increasing the total output of the pumping system.

The "Moring Structure" should have the following features:

- The modules support structure shall be mild steel, hot dipped galvanized (120 micron) iron for holding the PV modules. The size of angle iron should not be less than 50x50x5 mm.
- Each panel frame structure shall be so fabricated as to be grouted on ground or roof on its legs. It will withstand severe cyclone/storm with the speed of 150Km/Hr.
- Each panel frame structure shall have provision to adjust its angle of inclination to the horizontal between 10 to 40 degrees with step of 10 degree, so that the inclination can be adjusted at the specified tilt angle whenever required
- Each panel frame shall be complete with a weatherproof junction box as per the relevant BIS specifications. Where the module terminals shall be interconnected and output taken.
- All nuts and bolts should be made of very good quality and be corrosion resistant.
- The structure should be designed to allow easy replacement of any module.
- The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels.

ARTICLE6:

ELECTRONICS AND PROTECTIONS

- USE of Maximum power point tracker (MPPT) is encouraged to optimally use the Solar panel and maximize the water discharge.
- Inverter could be used, if required, to operate an A.C. Pump.
- Adequate protections should be incorporated against dry operation of motor pump set, lightning, hails and storms. Full protection against open circuit, accidental short circuit and reverse polarity should be provided.

ARTICLE 7:. ON/OFF SWITCH

A good reliable switch suitable for DC / AC use is to be provided with the motor pump set. Sufficient length of cable should be provided for inter-connection between the PV array and the motor pump set.

ARTICLE 8: O/M MANUAL

An Operation and MAINTENANCE Manual, in English and the local language, should be provided with the solar PV pumping system.

The following minimum details must be provided in the Manual:

- (a) About photovoltaic
- (b) About solar pump
- (c) About motor pump set
- (d) About tracking system
- (e) About tracking system.
- (f) Clear instruction about mounting of PV module.
- (g) About electronics used in AC motor pump sets, if any.
- (h) DO's and DON'T's,

- (i) Clear instructions on regular maintenance and Trouble Shooting of the pumping system.
- (j) Name & address of the person of center to be contacted in case of failure or complaint.

(k)

ARTICLE 9: INDICATIVE TECHNICAL OR SPECIFICATIONS

General information:

The information given here under is indicative only and the designer must satisfy himself regarding quantity and quality wise supply of Solar Modules/Panel, Solar Photovoltaic (SPV) Pump, and GI support structure as well as all aspects of commissioning of solar infrastructural facility.

The scope of work includes supply, installation & commissioning of Solar PV Water Pumps on bore-well of minimum 14" DIAMETER (to be provided by the user) at various sites as per the technical specification mentioned below. The whole system including submersible/surface pumps shall be warranted for 5years. The PV Modules must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25years.

TECHNICAL SPECIFICATIONS OF SOLAR SHALLOW WELL PUMPING SYSTEM

Description	Model-l	Model-ll	Model-III
Solar PV array	900 Wp	1800 Wp	2700 Wp
Motor pump set type	Centrifugal DC monoblock	Centrifugal DC Monoblock	Centrifugal DC monoblock
Motor capacity	1 HP	2 HP	3HP
Operating voltage	60 V DC (nominal)	60 V DC (nominal)	90 V DC (nominal)
Max. Suction	7 meters	7 meters	7 meters
Max. total dynamic Head	10meters MS	15 meters MS	25 meters MS
Module mounting structure	SM hot dipped galvanised, three time manual tracking Facilities	SM hot dipped galvanised, three time manual tracking Facilities	SM hot dipped galvanised, three time manual tracking facilities
Required shadow free Area	30 sp. Meters	75 sp. Meters	120 sp. meters
Water Output*	77,000 liters per day from a total head of 10 meters	154,000liters per day from a total head of 10 Meters	115,000liters per day from a total head of 20 meter.

Water output figures are on a clear sunny day with three times tracking of SPV panel when solar radiation on horizontal surface is: 5.5 KWH/sq./day.

TECHNICAL SPECIFICATIONS OF SOLAR SHALLOW WELL PUMPING SYSTEM

Description	Model I	Model II	Model III	Model IV
Solar PV array	1200 Wp	1800 Wp	3000 Wp	4800 Wp
Motor pump set	Submersible with	Submersible with	Submersible with	Submersible with
Туре	Electronic	electronic	Electronic	electronic controller
_	Controller	controller	Controller	
Motor capacity	1 HP	1 HP/2 HP	3 HP	4.6 HP
Max. total	70 meters	70 meters	120meters	160 meters
dynamic head				
Module mounting	SM hot dipped	SM hot dippedi—	SM hot dipped	SM hot dipped
Structure	galvanised, three	galvanised, three	galvanised, three	galvanised, three
	time manual	time manual	time manual	time manual
	tracking facilities	tracking facilities	tracking facilities	tracking facilities
Required shadow	45 sp. Meters	75sp. meters	120sp. meters	200sp. meters
free area				
Water Output*	34,000 liters per	51,000liters per	51,000 liters per	82,000liters per day
	day from a total	day from a total	day from a total	from a total head of
	head of 30 meters	head of 30 meters	head of 50 meters	50 meters

^{*.} Water output figures are on a clear sunny day with three times tracking of SPV panel when solar radiation on horizontal surface is: 5.5 KWH/sq./day

Details of Solar Modules and configuration to be provided.

S.No SPV	Propose	Motor	Туре	Type of	Mot	Total	Water
Array	d		of		or		Output**
Wp	no of	Pump	Moto	Motor	Pum	Dynam	(Ltrs./day)
	SPV	set	r	pump	p	ic	
(900/120	module	Model	pump	set	set	head	
0/1	s	_		Surface	HP	(M)	
800/270	with	&Mak	set	Submersi			
0/30	Wp	e		ble	_		
00/4800)	& Make		DC/A	-			-
			С				

^{*.} Head v/s discharge characteristic curves along with details of motor- pump set should be provided with this document

^{**.} Water output figures are on a clear sunny day with three times tracking of SPV panel when solar radiation on horizontal surface is: 5.5 KWH/sq./day.

DOCUMENT Nº 08 UNIT PRICE SCHEDULE

UNIT PRICE SCHEDULE FOR THE REHABILITATION OF WATER SUPPLY SCHEME IN MB YEH, NDU SUB DIVISION, DONGA - MANTUNG DIVISION, NORTH WEST REGION.

NO	DESIGNATION OF WORKS	UNIT	QTY	UP IN FIGURES	PRICE IN WORDS
	. LOT 100 SITE INSTALLA	TION	4		
101	Site installation and mobilization of personnel	LS	1		
102	Site clearance and pegging of pipe line	LS	1		
103	*Environmental Impact Notice (EIN)	LS	1		1
	SubTotal Lot 100		· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	
	LOT 200 STRUCTUR	ES			
201	Rehabilitation of spring catchment	U	, 1		
202	Construction of Pump Sump with an internal control room 20m3. Fenced for protection.	U	1		
203	Construction of storage tank with an internal control room 20m3. Fenced for protection.	U	1		
204	Construction of stand taps with complete installations	U	2		
205	Rehabilitation of control valve chambers/fittings	U	2		
206	Rehabilitation of stand taps	U	، 9		
	SubTotal 200				
	LOT 300 EARTH WO	RKS			
301	Excavation of Pipe line from pump sump to storage tank and extension of network	ML	1,200		
302	Backfilling of pipe line from pump sump to storage tank and extension of network	ML	1,200		
	SubTotal Lot 300				
	LOT 400 PIPE WOR	KS			
401	Supply and laying of PVC Ø 75mm NP16	ML	800		
402	Supply and laying of PVC Ø 32mm NP10	ML	400		
403	Rehabilitation of existing pipe line network	LS	<u>;</u> 1		
404	Fittings/accessories SubTotal Lot 400	LS	1	<u> </u>	
	LOT 500 SOLAR PUMP/SOLAR PANEL WORKS (OF	NE PUM	PING ST	ATIONS)	
501	Supply and installation of Solar Panels (PV modules) Polycrystalline. Wp>100W. Total power output must U 3 3500W.	2 be grea	ter than		
502	Solar Panel Metallic Supporting structures. Oil painted	LS	1		

		İ	ĺ		
503	Metallic fence, metallic 10x8x2m surrounding PV array	U			,
J.V.J.	painted withanti-rust and oil paint Sand placed under the PV array. 10cm thick, to prevent			•	-
504	grass.	LS	1		
	Supply and installation of submersible solar pump				
505	(Lorentz, Grundfos or any other pump approved by	LS	1		,
506	MINEE). Flow rate >1L per second Supply and installation of charge controller (LCB)	11	1		
507	Set of cables for inter-connection between the PV array and the motor pump set.	U	1		
ĭ	and the motor pump set.				•
508- 509	Control Board, ON/OFF switch. All Accessories (float switch, DC disconnect switch,	U T			
309	PV Combiner etc.)	LS	1	<u> </u>	
510	Production of an operational instruction and	LS	1	_ · **	_
	SubTotal Lot 500				
	TOTAL EXCLUDING TAXES		·		•
	VAT @ 19.25%	ļ			·-
	AIR @ 5.5% or 2.2%		<u> </u>		
	TOTAL TAXES	'			_
	TOTAL INCLUDING TAXES				
	NET AMOUNT PAYABLE				

DOCUMENT N°09 QUANTITATIVE AND QUALITATIVE ESTIMATES

BILL OF QUANTITIES AND COST ESTIMATES FOR THE REHABILITATION OF WATER SUPPLY SCHEME IN MBIYEH, NDU SUB DIVISION, DONGA - MANTUNG DIVISION, NORTH WEST REGION.

	NORTH WEST RE	GION.	i -	I TIMITED .	- i
NO	DESIGNATION OF WORKS	UNIT	O'TY	UNIT	AMOUNT
110	LOT 100 SITE INSTALL		IV II	1 0031	AMOUNT
101	Site installation and mobilization of personnel	LS	1		
102	Site clearance and pegging of pipe line	LS	1		.,
103		TC	1		
	Environmental Impact Notice (EIN) SubTotal Lot 100	LS	<u>į, </u>	<u> </u>	
	LOT 200 STRUCTUR	ES			
201		U	1		
202	Construction of Pump Sump with an internal control	U	1		
203	Construction of storage tank with an internal control room 20m3. Fenced for protection.	U	. 1		
204	Construction of stand taps with complete installations	U	2		
205	Rehabilitation of control valve chambers/fittings	U	, 2	1	<u></u>
206	Rehabilitation of stand taps	U	9		1
	SubTotal 200				
	LOT 300 EARTH WO	RKS	le .		<u> </u>
301	Excavation of Pipe line from pump sump to storage tank and extension of network	ML	1,200		
302	Backfilling of pipe line from pump sump to storage tank and extension of network	ML	1,200		
	SubTotal Lot 300				
	LOT 400 PIPE WÖR	KS			
401	Supply and laying of PVC Ø 75mm NP16	ML	800		
402	Supply and laying of PVC Ø 32mm NP10	ML	400		
403	Rehabilitation of existing pipe line network	LS	1		E
404	Fittings/accessories	LS	1		
	SubTotal Lot 400				
	LOT 500 SOLAR PUMP/SOLAR PANEL WORKS (O	NE PUMI	PING ST.	ATIONS)	
501	Supply and installation of Solar Panels (PV modules) Polycrystalline. Wp>100W. Total power output must U 3 3500W.	2 be grea	ter than		:
502	Solar Panel Metallic Supporting structures. Oil painted	LS	1		

503	Metallic fence, metallic 10x8x2m surrounding PV array With a door. N/B. All metallic structure	ט	1		
504	painted withanti-rust and oil paint Sand placed under the PV array. 10cm thick, to prevent	LS			
	Grass.		1		
505	Supply and installation of submersible solar pump -(Lorentz, Grundfos or any other pump approved by MINEE). Flow rate >1L per second	LS	1		
506	Supply and installation of charge controller (LCB) compatible with the pump.	U	1		
-307	Set of cables for inter-connection between the PV array				
] 307	and the motor pump set.	U	• 1		
508	Control Board, ON/OFF switch. All Accessories (float switch, DC disconnect switch,	บ	1		
-509	DV Combines etc.)	LS			
510	PV Combiner etc.) Production of an operational instruction and	LS	1		
310	Maintenance manual.			 _	
	SubTotal Lot 500				

DETAILS OF ESTIMATE

SUB- DETAIL OF UNIT PRICE

ignation of Works:	4				Dura
N° price	Daily output/day			Total Quantit	y (day:
	Category	Number Da	ilv	Days paid	Amount
,	945-		Salary	ağ in	
	Site engineer				
	Site foreman				
	Team chiefs Administrative staff				r
	\$15 P				
	Driver Specialised Technicians				
	Labourers			to congress topological and	<u></u>
	Store keeper				
	Stole keepei		<u>.</u>		· · ·
WORKMANSHIP	Total A	<u> </u>		<u> </u>	- <u> </u>
WORKIMANSHII	Туре	Quantity	Daily rate	Days paid	Amou
	Pickup for follow-up Small equipment				,
	Total B				
	Type	Quantity	Unit Price	Consumption	Amour
:	*			<u> </u>	
	Total C				
D	TOTAL DRY PRICE A+B+C			- 	
E	General site expenses	i	X%	Dx	
-	-	Ì		X%	
F	General head office expenses	-	Y%	DxY%	
G	TOTALCOST PRICE		· ·	D+E+F	-
H	Risks + benefits		Z%	GxZ%	****
P	TOTAL COST PRICE WITHOUT TA	XES	-	G+H	
v	SELLING UNIT PRICE WITHOUT			P/QTE	

FORMS AND PLANS

DOCUMENT N°10 – MODEL FORMS APPLICABLE

FORM N° 1: DECLARATION OF THE INTENTION TO TENDER

COMPANY'S LETTER HEAD

DECLARATION OF THE INTENTION TO TENDER

	Fiscal stamp
I, the undersigned Mr,	
Nationality	
Function	L
In my capacity as General Manager of P.O. BOX	TEL:
Hereby acknowledge receipt of the file for Tender Notice	ı
N° of of	•••••
Concerning the	
And hereby declare my intention to tender for the said contract.	
Done at On the	

General Manager

FORM N° 02

THE MODEL TENDER LETTER

I (We) the undersigned	
Acting in the capacity of in the name and on	behalf of
vested in me (us), resident at	, telephone N°. to the Invitation to int of view and under job, I (we) do hereby INSTALLATION OF
REGION.	•
in keeping with the terms and conditions of the tender file in return for the sum () francsCFA Total without Tax+VAT, calculated on the basis of the use Unit Price List and the detailed estimates, appended to this tender. The prices stated are I commit myself (we commit ourselves) if my (our) tender is retained, to execute one hundred and twenty (120) calendar days as from the date of notification of the at I hereby commit myself (we hereby commit ourselves) to maintain the amount of period of sixty (60) 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 national currency (FCFA) in account	nit prices stated in the e tax inclusive. e the contract within award of contract. Tmy (our) tender for a to me (us) in the
of, in the records of	
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 with the tender letter. 	file must be enclosed
Done at, on	Fiscal stamp
For companies, indicate:	
The company (company or trade name, form, nationality and registered office)	
«represented by the undersigned» (Name, first no	ame and
status) For companies without a legal status, indicate:	
« We, the undersigned, »	
(For each person: name, first name, company name, nationality, location of the regi	istered office)
« Constituted in a group of companies for the execution of this contract, jointly com	mit ourselves»

FORM N° 03

THE MODEL SURETY BOND

Bank
Reference of guarantee: No.
To the Mayor of NDU council, Republic of Cameroon
Invitation to Tender No
BID BOND FOR THE EXECUTION of THE, REHABILITATION OF MBIYEH POTABLE WATER SUPPLY SCHEME
AND INSTALLATION OF A SOLAR POWER PUMPING SYSTEM, NDU SUB-DIVISION, DONGA MANTUNG DIVISION,
NORTH WEST REGION.
The Contractor (5)
DIVISION, NORTH WEST REGION.
To this effect, and in keeping with the conditions stated in the Tender file, the bidder shall present to the Mayor of NDU in his the capacity as Contracting Authority, a bid bond amounting to CFA Francs
By this guarantee, we the undersigned, (7)
By this guarantee, we irrevocably commit ourselves, without any argument or delay, to pay into an account indicated by the Mayor of NDU, the amount of the guarantee at the first written request, as soon as the latter shall inform us in writing that the bidder does not keep the commitment he took in his tender.
The request for payment of guarantee shall be countersigned by the Mayor of NDU. This guarantee shall be released latest thirty (30) days after the expiration of the validity of the tender or, in case the company shall be the successful bidder, after presentation of the performance bond which shall be kept by the Mayor of NDU. The contracting authority.
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
(5) Bidder
(6) Stated in the Special regulations governing the invitation to tender
(7) Bank

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 NDU council	l (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 su	
our client refuses or incapable of completing the jobs as stipulated i	in the contract.
We undertake to pay the Contracting Authority up to the above as	mount upon receipt of his first written
demand, without the Contracting Authority having to substantia	ate his demand, provided that in his
demand the Contracting Authority will note that the amount claim	ed by him is due to him, owing to the
occurrence of one or both of the two conditions, specifying the occur	urred 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 le	ater than the above date.
Sealed with the common seal of the said bank thisday of	

SIGNATURE OF BANK AUTHORITY

FORM N° 05

THE MODEL PERFORMANCE BOND (RETENTION BOND)

Bank
Reference of guarantee: No
To: THE MAYOR OF MISAJE COUNCIL REPUBLIC OF CAMEROON
Invitation to Tender No
PERFORMANCE BOND FOR THE EXECUTION OF THE, REHABILITATION OF MBIYEH POTABLE WATER
SUPPLY SCHEME AND INSTALLATION OF A SOLAR POWER PUMPING SYSTEM, NDU SUB-DIVISION, DONGA
MANTUNG DIVISION, NORTH WEST REGION
We
DONGA MANTUNG DIVISION, NORTH WEST REGION.
In compliance with the provisions of Contract N°, the contractor is bound to present to the
Mayor of NDU council, Contracting Authority, a performance bond for the execution of work,
covering security, commitments and other obligations incumbent on the contractor under the contract,
worth 3% of the amount of the contract all taxes inclusive, i.e. CFA Francs
••••••
We,
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 NDU council. The bank guarantee shall take effect as from the date of notification of the contract. The original of this guarantee shall be kept by the Mayor of NDU council.
The guarantee shall be released within sixty (60) days with effect from the date of provisional acceptance. 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° 06

MODEL BANK GUARANTEE FOR THE REFUND OF THE STARTOFF ADVANCE

Bank
Reference of guarantee No
BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE RELATING TO THE CONSTRUCTION WORKS
We
DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION.
In compliance with the provisions of Article of Contract N ^o , the contractor shall be bound to present to the Mayor of NDU 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,
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 NDU 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 Divisional 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° 07

THE MODEL UNDERTAKING BY THE BIDDER

title	at
I (We) the undersign	red (8)
A	cting in the capacity of (9)in the name and on behalf of
virtue of the portelephone No Invitation to Tender under my (our) resphereby tender and co	at
	DU SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WESTREGION.
I commit myself (W	in keeping with the terms and conditions of the tender file. e commit ourselves) in case my (our) tender is retained, to execute the contract within)months as from the date of notification of award of the contract.
	self (We hereby commit ourselves) to maintain the amount of my (our) tender for a days with effect from the deadline for submission of bids.
	Done at, on
	Signature(s)
	Bidder(s)
For companies, indicate	cate:
The company (comp	any or trade name, form, nationality and registered office)
« represented by th	e undersigned » (name, first name and
status) For companie	s without a legal status, indicate:
«We, the undersigne	ed,»
(For each person: na	me, first name, company name, nationality, location of the registered office)
« Constituted in a gre	oup of companies for the execution of this contract, jointly commit ourselves »
(8) Name, first name	, profession, residence
(9) Position in the co	mpany
(10) Company name	r .

FORM N° 08 MODEL OF COMMITMENT OF AVAILABILITY

To Whom It May Concern:

Subject: COMMITMENT OF AVAILBILITY.

I the undersigned,			a
(specifydiploma or certific	cate) and holder	of National Ident	ity Card
No	•		
issued on	* at	Tel:	is committed and
available to work as	(specify	post to be occupi	is committed and ed) with
			ed the contract for
			a Mantung Division of the
North West Region. This	is in response to	Tender N ^o	
	Done in	the	
		me	
	Sign;		
			
Certified at On the			
Ву			

REMARK- This form shall be certified by the National Security Service (i.e. Police officer or Commissioner)

FORM N° 09 THE MODEL CONTRACT

REPUBLIC OF CAMEROON Peace-Work fatherland	REPUBLIQUE DU CAMEROUN Paix-Travail-Patrie
THE MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT	MINISTERE DELA DECENTRALISATION ET DU DEVELOPMENT LOCALE
DONGA MANTUNG DIVISION	REGION DU
NDU COUNCIL.	NORD-OUEST DEPARTEMENT DE
Service for the Award of Contracts	DONGA MANTUNG
DONGA MANTUNG DIVISIONAL	COMMUNE DE NDU
TENDERS BOARD ———	Service de passation des marches
JOBBING ORDER N°/JO/MIND	EVEL/NWR/DMDTB/NC/2019 of 2019.
SCHEME ANDINSTALLATION OF A	/DMD/NCTB/2019 OF2019 TION OF MBIYEH POTABLE WATER SUPPLY SOLAR POWER PUMPING SYSTEM, NDU SUB- INGDIVISION, NORTH WEST REGION
	LFax:
TRADE REGISTER N°(N° R.C.):	
TAX PAYER N°:BANK ACCOUNT N°:	
	ON OF MBIYEH POTABLE WATER SUPPLY SCHEME AND IMPING SYSTEM, NDU SUB-DIVISION, DONGA MANTUNG
	I, NORTH WEST REGION
DURATION: One hundred AMOUNT OF JOBBING ORDER:	and twenty (120) CALENDAR DAYS
TOTAL WITHOUT TAXES	F CFA
VAT =	F CFA
TOTAL WITH TAXES (ATI)	F CFA
AIR (Income on revenue)= 5,5% or 2.2%	F CFA
TOTAL TAXES	F CFA
NET TO DE DAID	F CFA

DATE OF SIGNATURE DATE OF NOTIFICATION	ET OF THEMINISTRY OF DECENTRALISATION EPUBLIC OF CAMEROON
BETWEEN: THE REPUBLIC OF CAMEROON, REPRESENT (Contracting Authority), HEREINAFTER REFER	
ON THE ONE HAND,	
AND:	
THE ENTERPRISE (Company):P.	
TRADE REGISTER NO (N° RC):BANK ACCOUNT N°:AGENCY OF :	AT (BANK)
REPRESENTED BY MISTER (Mr.) "THE ENTREPRENEUR (CONTRACTOR)" ON THE OTHER HAND,	HEREINAFTER REFERRED TO AS
IT HAS BEEN ACCEPTED AND AGREED AS FO	OUT OWS.
II HAS BEEN ACCEPTED AND AGREED AS FO	JELOWS.
	TENTS
Title I: THE SPECIAL ADMINISTRATIVE CO	
Title II: THE SPECIAL TECHNICAL CONDIT Title III: THE PRICE LIST	IONS
Title IV: THE DETAILED COST ESTIMATES	
Dan No. and last many of labeling (D. Jo. NO YODDING ODDED NO
Page N°and last page of Jobbing C	
/JO/MINDEVEL/NWR/DMD/	ONAL INVITATION TO TENDER
	DMDTB/NC/2019 OF 2019
	E WATER SUPPLY SCHEME AND INSTALLATION OF
	/ISION, DONGA MANTUNG DIVISION, NORTH WEST
RE	GION.
EXECUTION DURATION: One hundred and AMOUNT OF JOBBING ORDER	fifty (150) CALENDAR DAYS
TOTAL WITHOUT TAXES	FCFA
VAT =	FCFA
TOTAL WITHOUT TAXES (ATI)	FCFA
AIR (Income on revenue) = 5,5% or 2.2%	FCFA FCFA
NET TO BE PAID	FCFA
THE TO DE LAID	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
NB: This Jobbing Order is signed in the amount of	FFRANCS CFA (TTC)
7	? -

READ AND APPROVED BY THE CONTRACTOR	SIGNED BY TE MAYOR OF NDU COUNCIL CONTRACTING AUTHORITY
NDU, the	NDU, the
REG	<u>ISTRATION</u>

DOCUMENT N°11 -- ANNEXES

ANNEX Nº 01

THE MODEL CURRICULUM VITAE

Name & First name	:	
Date of birth	:	
Nationality	•	

Level of education

Nationality

Languages Spoken	Level	Very good	Good	Average	Poor
	Written				
ENGLISH	Read				
	Spoken		<u> </u>		
	Written				
FRENCH	Read				
	Spoken	-	 		
LOCAL LANGUAGE	Written		is garde on 129		**
OF THE AREA OF THE PROJECT	Read				
	Spoken				

Training school	:	
Date of admission	•	
Date of graduation	•	
Diploma obtained	•	Date
Specific knowledge	: Publication, research work	
Date of start of service	<u> </u>	
Nature of service rendered	:	
Number of years of service	:	·
	78	

Number of years in the company:
Date of start of service in the company:
WORK EXPERIENCE (*)
(*) - Work attestations issued by the various employers shall be enclosed with this curriculum

vitawhich shall be signed.

The curriculum vitae shall highlight the importance of projects in which the personnel have worked and the position he actually held in the said projects.

ANNEX Nº 02 THE MODEL PROFESSIONAL REFERENCES

N°	Year	Project	Name of Client, Address and Contactable telephone N°	Original Project amount	Contract amount	Period of the contract	Acceptance Date
1							b
2							
3							;
4							
5							
6							b .v
etc							

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

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

Done on,	at
Mr (Messrs)	
Signature(s)	

ANNEX Nº 03

MODEL EQUIPMENT LIST

SN	DESINGNATION Description and frame (châssis) number	MARK (&HORSE POWER if vehicle)		QUANTITY	STATUS (Hired or owned)
·	ĺ		REGISTRATION NUMBER (if vehicle		,
1					
2		,			
3					
ect					

I the undersigned,	· · ·	holder o	of National
Identity Card No	issued on	at	being
Managing Director of this Comp	testifies tha	t the above	
information is correct and comm	it myself to present any of th	e above equipment and t	tools at any
given time requested. As well a	ny of them must be present	at the site before and o	luring each
phase at any given moment requi	ired or requested by the Auth	orities in charge of the p	roject I am
tendering for.			
Remark-For equipment I will take on hir	e I hereby attached to this form cert	tified attestations (lease docum	ents) of
commitment between I and the Owner(s)	of the equipment(s).		
Done on	, at	•••••	
	Signed		

ANNEX N° 04 KEY STAFF

DESCRIPTION	NAME	QUALIFICATION	EXPERIENCE	FUNCTION
•				
		· •1		1
ADMINISTRATIVE AND TECHNICAL STAFF ON SITE				
SUPPORT STAFF				

ANNEX N° 05 MODEL OF SUB- DETAIL OF UNIT PRICE

N° price	Daily output		Total Quantity		Duration (days)
	/ day	 			
	Category	Number	Daily Salary	Days paid	Amount
	Site engineer Site foreman				
	Team chiefs		i do v		
	Administrative staff				
	Driver				
*	Specialised Technicians				
.1	Labourers				:
	Store keeper				<u> </u>
		•			<u>. </u>
	Total A	<u> </u>			
WORKMANSHIP	····				
	Туре	Quantity	Daily rate	Days paid	Amour
l	Pickup for follow-up	:			 .
	Small equipment				
j				-	
J.	Total B			-	:
Ĩ	2 Iotai B Quan	 			⁶
	Type lty	-	Unit Price	Consumption	ı' Amoun'
					:
	•		 .		
ļ	<u> </u>			- <u></u>	
	Total C				
	TOTAL DRY PRICE				
	A+B+C		Х%	Dx	·
E F	General site expenses General head office expenses			X%	;
G	TOTALCOST PRICE		Υ%	D x Y%	
н	Risks + benefits		1.70		<u> </u>
п	TOTAL COST PRICE WITHOUT			D+E+F	
p	TAXES		Z%	G x Z%	,
^	SELLING UNIT PRICE WITHOUT			G + H	i ;
v	TAXES		· · ·	P/QTE	:

ANNEX Nº 06

MODEL OF SITE VISIT REPORT [not more than five (05) pages]

I) TENDI	-	INTRODUCTION (withprojecttitle)						
NAME	OF		•••••					
· · · · · · · · · · · · · · · · · · ·		TIME:		ID CON	MMENTARY.			
	•							
11-	1) Nan	ure of the project site			ш-			
2)	Acces	sibility to the project site:			•••••			
,		getation (trees, shrubs etc						
					446983000000000000000000000000000000000000			
		pography of the site						
			r are picturi	ES SHOWING ME ON	THE SITE AND SOJUSTIFY			
1	MY CO	OMMÉNTARY ABOVE		ه مندهم، ۹	•			
III) AV	/AILA	BILITY OF SERVICES (w	vater,)					
И	/) AV	AILABILITY OF CONSTR	RUCTIONAL MA	TERIAL (stones, sand, a	gravel, wood etc)			
v	े छाह्न	CICULTIES:						
٧								
	•••••							
V	CON	ICLUSION						
٠,	,	0200101) • • • • • • • • • • • • • • • • • • •		••••			
		height of the catchment, lified as follows: -	, the water point	t and the reservoirs and	1 their G.P.S coordinates were			
1	S/N	STRUCTURE	HEIGHT ABO	OVE SEA LEVEL	G.P.S COORDINATES			
			+					
ĺ								
	-		-					
1	I							
•	SIGNATURES AND STAMPS							
			BIGNATON	EO AUD OTAULO				
ENGI	ENGINEER OF THE ENTERPRISE		DIRECTOR OF THE ENTERPRISE					

DOCUMENT N°12: LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES AUTHORISED TO ISSUE BONDS FOR PUBLIC CONTRACTS.

DOCUMENT N°10

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

The Contracting Authority or Delegated Contracting Authority is bound to insert, at this level, a copy of the instrument by the Minister in charge of Finance giving the updated list of banking establishments approved by MINFI to issue bonds for public contracts in accordance with the Public Contracts Code.

LISTE DES BANQUES AGREEES PAR LE MINFI

- 071- Afrikland 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 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- City Bank Cameroon (City group);
- 11- Union Bank of Cameroon (UBC).
- 12- United Bank for Africa (UBA)
- 13- Banque Atlantique du Cameroun (BACM) :

This list is available at ARMP

B- INSURANCE COMPANIES

- 1- Chanas Assurances;
- 2- Activa Assurances
- 3- zenith Insurance

DRAWINGS AND PLANS.
FOR THE SOLAR PANEL