

2298/2021/AM/C-NW/CMM/NW

REPUBLIC OF CAMEROON

Peace - Work - Fatherland

MINISTRY OF DECENTRALIZATION AND
LOCAL DEVELOPMENT
NORTH WEST REGION
MOMO DIVISION
NJIKWA COUNCIL



DAO

REPUBLIQUE DU CAMEROUN

Paix - Travail - Patrie

MINISTERE DE LA DECENTRALISATION
ET DU DEVELOPPEMENT LOCAL
REGION DU NORD OUEST
DEPARTEMENT DE LA MOMO
COMMUNE DE NJIKWA

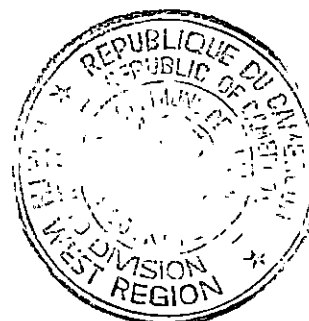
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NJIKWA COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER
No. 03/ONIT/MINDDEVEL/NCITB/NJIKWA COUNCIL/2021 OF 25/02/2021
FOR THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME,
REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA
NETWORKS IN NJIKWA MUNICIPALITY, MOMO DIVISION, NORTH WEST
REGION.

PROJECT OWNER: MAYOR OF NJIKWA COUNCIL

FUNDING: MINEE PIB INVESTMENT BUDGET
2021 Financial Year



AUTHORIZATION N°: ++++++

IMPUTATION: _____

Lot:	Name of project	Amount of project	Amount of bid bond	Cost of tender file :
SINGLE LOT	CONSTRUCTION OF THE NJINIKAN WATER SCHEME, REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA NETWORKS	44 710 000 F	894 200 F	50 000 F

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REPUBLIC OF CAMEROON

Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND
LOCAL DEVELOPMENT

NORTH WEST REGION

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No. 03/ONIT/MINDDEVEL/NCITB/NJIKWA COUNCIL/2021 OF 25/02/2021
FOR THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME,
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NETWORKS IN NJIKWA MUNICIPALITY, MOMO DIVISION, NORTH WEST
REGION.

PROJECT OWNER: NJIKWA COUNCIL

FUNDING: MINEE INVESTMENT BUDGET
2021 Financial Year

AUTHORIZATION N°: ++++++

IMPUTATION: _____

PART 01 TENDER NOTICE



TENDER NOTICE

NJIKWA COUNCIL INTERNAL TENDERS BOARD

“OPEN NATIONAL INVITATION TO TENDER”

**No. 03/ONIT/MINDDEVEL/NCITB/NJIKWA COUNCIL/2021 OF 25/02/2021
FOR THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME,
REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA NETWORKS IN
NJIKWA MUNICIPALITY.**

FUNDING : PIB MINEE 2021

Lot:	Name of project	Amount of project	Amount of bid bond	Cost of tender file :
Single lot	CONSTRUCTION OF KUTTIN GRAVITY WATER SUPPLY SCHEME AND REHABILITATION AND EXTENSION OF THE SOH GRAVITY WATER SCHEME	44 710 000 F	894 200 F	50 000 F

1. Subject of the invitation to tender

The Mayor of Njikwa Council, the Delegated Contracting Authority, on behalf of the Republic of Cameroon, hereby launches an open invitation to tender, **FOR THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME, REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA NETWORKS IN NJIKWA MUNICIPALITY, MOMO DIVISION, NORTH WEST REGION.**

It is a SINGLE LOT.

➤ **SINGLE LOT:** Execution works for the **CONSTRUCTION OF THE NJINIKAN WATER SCHEME, REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA NETWORKS, NJIKWA MUNICIPALITY.**

2. Work consistency

The works include the following:

- Preparatory works (studies, Transportation-Site installation)
- Construction of spring catchment and rehabilitation of storage tank
- Supply and laying piping network with all its plumbing accessories
- Putting in place environmental mitigation measures
- Putting in place project sustainability measures

3. Participation

Participation is open under the same conditions to all Cameroonian companies and business concerned that have proven experience in the field of building construction, water works and civil engineering in general.

4. Financing

The works, subject of this invitation to tender, shall be financed by the Public Investments Budget MINEE 2021.

5. Consultation of the tender file

The tender file may be consulted at the Njikwa Council (Council Development Officer) during working hours, as soon as this tender notice is published.

6. Acquisition of the tender file

The tender file may be acquired from the Njikwa Council upon presentation of a non refundable treasury receipt of 50 000 (fifty thousand) FCFA. Such a receipt shall identify the payer as representing the company that wants to participate in the tender.

7. Presentation of the tender file

The tender file in three (03) volumes shall be enclosed in three sealed envelopes.

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

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

8. Submission of the tender file

Each offer or bid drafted in English or French in seven (07) copies including the original and six (06) copies marked as such in accordance with the prescriptions of the tender file should be submitted against a receipt at Njikwa Council not later than 25/03/2021 at 10 a.m local time and should carry the inscription:

“OPEN NATIONAL INVITATION TO TENDER”
NO. 03/ONIT/MINDDEVEL/NCITB/NJIKWA COUNCIL/2021 OF 25/02/2021
FOR THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME,
REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA NETWORKS IN
NJIKWA MUNICIPALITY.

«To be opened only during the bid opening session »

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

9. Admissibility of bids

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

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

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

10- Opening of bids

The opening of the bids in one phase shall be done on 25/03/2021 at 11 a.m in the Conference Hall of the Njikwa Council by the competent tenders board.

Only bidders may attend or be duly represented by a person of their choice, who has full knowledge of the file and mandated in that capacity.

11- Submission of bids timeframe

Bidders have thirty (30) days for the submission of their bids with effect of the date of publication of the tender notice.

12. Execution deadline

The maximum execution deadline shall be four (04) calendar months, including the rainy season and other vagaries, with effect from the date of notification of the administrative order of work commencement.

13. Provisional Guarantee (Bid bond)

Each bidder must include in his administrative documents a bid bond issued by a first rate bank approved by the Ministry in charge of Finance featuring in the annex of the tender file of the sum of 894 200 (Eight hundred and ninety four thousand) FCFA.

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

14. Evaluation of the bids

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

- 1st step: Verification of the conformity of the administrative file;
- 2nd step: Evaluation of the technical file;
- 3rd step: Analysis of the financial file.

The criteria of evaluation are the following:

14.1-Eliminatory criteria

14.1.1- Administrative documents

- Any offer not in conformity with the prescriptions of this tender file shall be declared inadmissible. Especially the lack of the provisional guarantee;
- Any company having a 2020 project, notified to commence in 2020 and which has not yet commenced;
- False declaration or falsified documents.

14.1.2- Technical file

- Incomplete or non compliant documents;
- False declaration, forged or scanned documents;
- Non existence in the technical file of the rubric « organization, methodology and planning »
- Absence of the prefinancing capacity of at least seven million, (11,177,500) CFA F.
- Any company having a 2020 or earlier project, notified to commence in 2020 or earlier and which has not yet commenced;
- Technical assessment mark lower than 80% of “Yes”.

14.1.3- Financial offer

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

Essential criteria:

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

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

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

15. Award of the jobbing order

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

16. Period of validity of bids

The bidders shall remain committed to their bids during a period of (one hundred and twenty) 120 days from the deadline set for the submission of bids.

17. Complementary information

Complementary technical information may be obtained every day during working hours from the Divisional Delegation for Water Resources and Energy for Momo.

NJIKWA, the 25/02/2021

Copies:

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





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**Avis d'Appel d'Offres National Ouvert en Procédure d'urgence
No. 01/AONO/MINDDEVEL/NCITB/COMMUNE DE NJIKWA/2021 DU
25/02/2021**

**POUR L'EXÉCUTION DES TRAVAUX DE LA CONSTRUCTION OF THE
NJINIKAN WATER SCHEME, REHABILITATION/EXTENSION OF THE
AZANI AND BACHAZA NETWORKS, COMMUNE DE NJIKWA, Département
du MOMO, Région du Nord-Ouest.**

FINANCEMENT : BIP MINEE 2021

Lot:	Nom du Projet	Montant du Projet	Montant caution provisoire	Montant d'achat du DAO :
UNE	TRAVAUX DE LA CONSTRUCTION OF THE NJINIKAN WATER SCHEME, REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA NETWORKS	44 710 000 CFA F	894 200 CFA F	50 000 F CFA

1.- Objet de l'Appel d'Offres

Le Maire de la Commune de Njikwa, Autorité Contractante, lance pour le compte de la Commune de Njikwa du la Momo, Maître d'Ouvrage, un appel d'offres pour l'exécution des travaux de rehabilitation et l'extension de l'adduction d'eau de bome (Commune-Njikwa) dans la commune de Njikwa, Département de la Momo. C'est un seul lot :

➤ **TRAVAUX DE LA CONSTRUCTION OF THE NJINIKAN WATER SCHEME, REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA NETWORKS, COMMUNE DE NJIKWA**

2.- Consistance des travaux

Les prestations comprennent les opérations suivantes :

- Travaux de preparation (Etudes et Installation de chantier)
- Amené et replis du matériel de chantier
- Construction de Captage et rehabilitation reservoir en maçonnerie
- Fourniture et pose des differentes types des tuyaux et accessoires avec toutes suggestions
- Mise en ouvres des mesures environnementale du projet.
- Mise en ouvres des mesures durable de projet

3.- Participation

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

4.- Financement

Les travaux, objet du présent Appel d'Offres, sont financés par **BUDGET D'INVESTISSEMENT PUBLIC MINEE, Exercice 2021.**

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

Le dossier d'appel d'offres peut être consulté aux heures ouvrables auprès de la Commune de Njikwa, (Service des Affaires Economique et Financiere) dès publication du présent avis.

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

Le dossier d'appel d'offres peut être obtenu aux heures ouvrables auprès de la Commune de Njikwa (Service des Affaires Economique et Financiere) sur présentation d'une quittance de versement d'une somme non remboursable de **50 000 (cinquante milles)** francs CFA au Trésor Public. Cette quittance devra identifier le payeur comme représentant l'entreprise désireuse de participer à l'Appel d'Offres.

7.- Présentation des offres

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

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

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

8.- Remise des Offres

Chaque offre rédigée en Français ou en Anglais, en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, conformes aux prescriptions du Dossier d'Appel d'Offre, devra être déposée contre un récépissé sous plis fermé, dans les services de la Commune de Njikwa, au plus tard le 25/03/2021 à 10 heures. heure locale et devront porter la mention:

Appel d'Offres National Ouvert en Procédure d'urgence
No. 03/ONIT/MINDDEVEL/NCITB/NJIKWA COUNCIL/2021 du 25/02/2021
POUR L'EXÉCUTION DES TRAVAUX DE LA CONSTRUCTION OF THE NJINIKAN
WATER SCHEME, REHABILITATION/EXTENSION OF THE AZANI AND
BACHAZA NETWORKS, COMMUNE DE NJIKWA, Département du MOMO, Région du Nord-
Ouest.

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

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

9.- Recevabilité des offres

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

Toute offre non conforme aux prescriptions du présent avis et du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque

de premier ordre agréée par le Ministère chargé des Finances, valable pendant 30 jours au-delà du délai de validité des offres.

Sous peine de rejet, les autres pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative, datant de moins de quatre (04) mois et valide le jour de l'ouverture des plis.

10.- Ouverture des offres

L'ouverture des offres aura lieu en un temps le 25/03/2021 à 11 heures précises dans la salle des Conférences de la Mairie de Njikwa, par la Commission de Passation des marchés Compétente en présence des soumissionnaires.

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

11.- Délai de réponse des soumissionnaires

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

12.- Délai d'exécution des travaux

Le délai global d'exécution des travaux est de quatre (04) mois calendaires. Ce délai comprend les périodes des pluies, toutes les intempéries et sujétions diverses et court à compter de la date de notification de l'ordre de service de commencer les travaux.

13.- Cautionnement Provisoire (Garantie de soumission)

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie, selon le modèle indiqué dans le dossier d'Appel d'Offres, par une banque de premier ordre agréée par le Ministère des Finances et dont la liste figure en annexe d'un montant égal à 894 200 FCFA (huit cent quatre vingt quatorze milles deux cent) francs CFA.

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

14.- Evaluation des Offres

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

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

Les critères d'évaluation des offres sont les suivants :

14.1-Critères éliminatoires

14.1.1-Pièces administratives

- Toute offre non conforme aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence ou l'insuffisance de la caution provisoire de soumission.
- Absence d'une pièce administrative ;

- Toute entreprise disposant d'un projet de 2020 notifié pour débuter en 2020 et dont la réception provisoire n'a pas encore été prononcée ;
- Fausse déclaration ou documents falsifiés.

14.1.2-Offres techniques

- Dossier incomplet ou pièces non conformes ;
- Fausse déclaration ou documents falsifiées ou scannés ;
- Non existence dans l'offre technique de la rubrique « organisation, méthodologie et planning » ;
- Absence d'une capacité de préfinancement d'au moins sept millions (7,000 000) francs CFA.
- Toute entreprise disposant d'un projet de 2020 notifié pour débuter en 2020 et ce qui n'a pas encore le commerce ;
- De façon systématique, toute offre n'ayant pas atteint ou dépassé après évaluation technique, la barre de 80 % du OUI sera écartée et non éligible à l'analyse financière ;

14.1.3-Offres financières

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

Critères essentiels

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

N°	Désignation	Nombre de point
1	Présentation générale de l'offre : Reliure, Intercalaire de couleur et page de garde, Présentation de toutes les pièces dans l'ordre prescrit, Qualité du document.	01
2	Qualité du personnel : Qualifications, expérience du personnel affecté au projet, CV, CNI et attestation de disponibilité daté et signé.	04
3	Moyens techniques et matériels affectés au projet : L'entreprise devra justifier la propriété du matériel nécessaire à l'exécution des travaux.	03
4	Références de l'entreprise : <ul style="list-style-type: none"> ▪ Chiffes d'affaire des deux dernières années ; ▪ Expérience dans les travaux routire/travaux de genie rurale 	02
5	La présence de la Méthodologie d'exécution des travaux	04
6	La présence de la Capacité de préfinancement	01

La note de l'offre technique sera obtenue par addition des points pour chaque critère. Seule l'offre technique ayant obtenue une note égale ou supérieure à 80% du OUI sera à l'évaluation financière.

15.- Attribution de la lettre commande

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

16.- Délai de validité des offres

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

17.- Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus tous les jours aux heures ouvrables auprès de la Délégation Départementale de L'Eau et de L'Energie de la MOMO.

NJIKWA, le 25/02/2021



Ampliations :

- ARMP (pour publication et archivage) ;
- Maître d'Ouvrage concerné ;
- Président CPM (pour information) ;
- Affichage.

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OPEN NATIONAL INVITATION TO TENDER

No. 03/ONIT/MINDDEVEL/NCITB/NJIKWA COUNCIL/2021 OF 25/02/2021
FOR THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME,
REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA
NETWORKS IN NJIKWA MUNICIPALITY, MOMO DIVISION, NORTH WEST
REGION.

PROJECT OWNER: THE MAYOR OF NJIKWA COUNCIL

FUNDING: MINEE PUBLIC INVESTMENT BUDGET
2021 Financial Year

AUTHORIZATION N°: ++++++

IMPUTATION: _____

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

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GENERAL REGULATION FOR THE INVITATION TO TENDER

A.-GENERALITIES

Article 1: Scope of the bid

- 1.1. The the Mayor of Njikwa Council hereinafter referred to as the Delegated Contracting Authority, launches an open national invitation to tender for the execution of the work described in the special clauses of this call for tenders (RFP). It is referred as "**THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME, REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA NETWORKS**".
- 1.2. The successful bidder or contractor must complete the work within the period indicated in the RFP, and which runs from the date of notification of the service order (SO) to start the work.
- 1.3. In this present invitation to tender (LPO), the term "day" refer to a calendar day.

Article 2: Funding

The above works, subject of the present invitation to tender, are financed by the **PUBLIC INVESTMENT BUDGET MINEE, 2021 Financial Year**.

Article 3: Fraud and corruption

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

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

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

Article 4: Qualification of bidders

4.1. Bidders shall, as part of their bid:

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

The following information is required if applicable:

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

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

- a. The offer must include for each of the bidders in the co-contracting, all the information listed in section 4.1 above. The special regulation of the Call for Tender(SRCT) must specify the information to be provided by each Member of the Group;
- b. The nature of the group must be specified and justified by the production of a group agreement in good and due form;
- c. The Member of the Group designated to lead, shall represent all the enterprises engaged in the consortium in front of the contracting Authority for the execution of the contract;
- d. In case of co-contracting, co-contractors share the amounts that are paid by the contracting authority in a single account; however, each company is paid by the contracting authority in a unique account, when it comes to a joint group.

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

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

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

Article 5: The site visit

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

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

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

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

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

B. TENDER FILE

Article 7: Contents of tender file

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

- 1) The invitation to tender written in French and English (AAO);
- 2) General Regulation of the invitation to tender (RGAO);
- 3) Special Regulation of the invitation tender (SRIT);
- 4) Specification of the Special administrative Clauses (CCAP);
- 5) Specifications of the special Technical Clauses (CCTP);
- 6) Unit price schedule;
- 7) Bill of Estimates and Quantities;
- 8) Format of Sub-Detail of unit prices;
- 9) Drawings and other elements of the technical file;
- 10) Model engagement letter by bidder;
- 11) Model bid submission letter;
- 12) Model bid bond;
- 13) Model performance guarantee;
- 14) Model bank guarantee for the refund of start-up advance;
- 15) Model of draft contract;
- 16) Lists of banks of 1st order approved by the Ministry in charge of finance;
- 17) Table of references of the bidder;
- 18) Table of key materials and equipment of the contractor;
- 19) Model of qualification and experience of the key personnel responsible for enforcement of the contract.

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

Article 8: Clarification made to the tender file

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

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

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

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

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

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

Article 9: Modification of the tender file

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

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

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

C. PREPARATION OF BIDS

Article 10: Costs of submission

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

Article 11: Language of bid

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

Article 12: Composition of bid

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

a. Volume I: Administrative documents

It includes:

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

b. Volume II: Technical File

It includes:

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

- VI. The CCTP duly initialed on each page and signed on the last page;
- VII. Attestation of solvency of the contractor.
- VIII. Commentaries (optional)

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

c. Volume 3: Financial File

It includes:

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

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

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

Article 13: Amount of bid

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

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

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

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

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

Article 14: Bid Currency and settlement

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

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

Article 15: Validity of bids

15.1. The bids shall remain valid for one hundred and twenty (120) days. Any offer with validity less than this period will be rejected by the Contracting authority.

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

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

Article 16: Guarantee of submission

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

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

16.3. Any bid not accompanied by an acceptable bid bond will be rejected by the tenders' board as no-compliant. The bid bond of a group must be established in the name of the agent mandated to submit the bid and each member of the grouping must be mentioned.

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

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

16.6. The bid bond may be seized:

a. If the bidder withdraws his bid during the period of validity;

b. If the bidder selected:

Fails to fulfill its obligation to accept the contract pursuant to the results of award of the contract, or

Fails to provide the performance guarantee pursuant to section 30 of the RGAO.

Article 17: Form and signature of the bid

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

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

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

D. SUBMISSION OF BIDS

Article 18: Sealing and marking of bids

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

18.2. The inner and outer envelopes

a. Will be addressed to the Contracting authority as indicated in the OMPP;

b. Will bear the name of the project, the number of the invitation to tender in the OMPP, and the mention "To be opened only during the bid opening session" and also specify the lots.

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

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

Article 19: Date and time limits to deposit bids

19.1. Bids must be received at the Njikwa Council (Council Development Officer) at the **specific date and time indicated in the Special Regulation for the Invitation to Tender.**

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

Article 20: Bids out of time

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

Article 21: Modification, Substitution and withdrawal of bids

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

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

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

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

C. OPENING AND EVALUATION OF BIDS

Article 22: Opening of Bids

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

Article 23: Confidential nature of the procedure

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

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

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

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

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

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

Article 25: Determining the conformity of bids

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

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

Article 26: Correction of errors

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

- a. If there is a contradiction between the unit price and the total price obtained by multiplying the price by the amount, the unit price will govern and the total price will be corrected, unless, in the opinion of the Sub-Commission for analysis, the comma of the decimal digits of the unit price is obviously poorly placed, in which case the total price indicated will prevail and the unit price will be corrected.
- b. If the total obtained by addition or subtraction of the subtotals is not correct, the subtotal as indicated will govern and total will be corrected.
- c. If there is a contradiction between the price indicated in words and figures, the amount in words will govern, unless this amount is related to an arithmetic error confirmed by the sub-detail of the said price, in which case the amount in figures will prevail subject to paragraphs (a) and (b) above.
- d. If there is a contradiction between the amount in the unit price in the bill of quantities and estimates, and the unit price breakdown (sub-detail), the amount in the unit price breakdown shall govern.

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

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

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

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

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

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

F. ATTRIBUTION OF CONTRACT

Article 28: Award

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

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

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

Article 30: Notification of the award of the contract

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

Article 31: Publication of the award decision and redress

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

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

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

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

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

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

Article 32: Signature of the Contract

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

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

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

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

Article 33: Guarantees

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

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

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

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

REPUBLIC OF CAMEROON

Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND
LOCAL DEVELOPMENT

NORTH WEST REGION

MOMO DIVISION

NJIKWA COUNCIL



REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

MINISTERE DE LA DECENTRALISATION
ET DU DEVELOPPEMENT LOCAL

REGION DU NORD OUEST

DEPARTEMENT DE LA MOMO

COMMUNE DE NJIKWA

E-Mail: njikwacouncil1995@gmail.com

NJIKWA COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

No. 03/ONIT/MINDDEVEL/NCITB/NJIKWA COUNCIL/2021 OF 25/02/2021
FOR THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME,
REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA NETWORKS
IN NJIKWA MUNICIPALITY, MOMO DIVISION, NORTH WEST REGION.

PROJECT OWNER: THE MAYOR NJIKWA COUNCIL

FUNDING: MINEE PUBLIC INVESTMENT BUDGET
2021 Financial Year

AUTHORIZATION N°: ++++++

IMPUTATION: _____

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

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

Introduction	
1.	<p>Definition of the works: The present jobbing order concerns CONSTRUCTION OF THE NJINIKAN WATER SCHEME, REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA NETWORKS IN NJIKWA MUNICIPALITY, MOMO Division, NORTH WEST REGION. The work is a SINGLE LOT. i.e.: <i>SINGLE LOT</i>: <i>SINGLE LOT</i>: THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME, REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA NETWORKS.</p> <p>The description of the detailed work consistency is found in the special technical clauses which form</p>
2.	<p>Execution time-frame: The maximum period of execution of works, which shall commence as from the date of notification to the Contractor of the administrative service order to start work shall be 04 (four) months.</p>
3.	<p>Funding: Works concerned being subject of this invitation to tender, will be funded by the PUBLIC INVESTMENT BUDGET MINEE 2021 Financial Year.</p>
4.	<p>List of prequalified candidates : Not necessary</p>
5.	<p>Preference is given here to local materials, supplies and equipment i.e. made in Cameroon pending their conformity to technical norms.</p>
6.	<p>The principal qualification of bidders are the following</p>
6.1	<p>Eliminatory criteria</p> <p>Administrative documents</p> <ul style="list-style-type: none"> • Incomplete or non compliant documents; • Absence of a document in the administrative file; • Any company having a 2019 project, notified to commence in 2019 and which has not yet been received; • False declaration forged or falsified documents. <p>Technical file</p> <ul style="list-style-type: none"> • Incomplete or non compliant documents; • False declaration, forged or scanned documents; • Non existence in the technical file of the rubric "organization, methodology and planning"; • Any company having a 2020 project in Njikwa Municipality, notified to commence in 2020 and which has not yet been received; • Absence of the prefinancing capacity of at least five millions (11,177,500) FCFA. • Technical assessment mark lower than 80% of "YES". <p>Financial offer</p> <ul style="list-style-type: none"> • Incomplete financial offer; • Non compliant documents; • Omission of quantified unit price in the financial offer; • Absence of a break down unit price. • Modification of the model break down unit price.

Essential criteria:

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

6.2	a. General presentation	01
	b. Quality of Requested staff	04
	c. Technical and material affected to the project	03
	d. Reference of the enterprise	02
	e. Presence of the methodology of work execution	04
	f. Presence of the prefinancial capacity	01

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

8. Bid language : French and /or English

9. The bidder's bid will include documents detailed in the OMPP, duly completed and grouped in three volumes:

(A) file of Administrative documents (in envelope A)

It shall consist of the following documents stapled or place in the following order of enumeration.

1. **Undertaking** by bidder stamped, signed and dated in conformity with the model attached
2. **Attestation of non-bankruptcy** dating less than 3 months, issued by the Court of competent jurisdiction of the place of residence of the bidder.
3. **Attestation of domiciliation of Bank account** of the bidder issued by a bank or any other first-order credit institution approved by the Ministry in charge of finance.
4. **Bank guarantee**(of the same bank) on the list of banking institutions of the first order approved by the Ministry in charge of finance, for an amount in francs CFA of **894 200 FCFA**.
5. **Treasury Receipt** of purchase of the Tender File, as stipulated in the tender notice.
6. **Attestation of C.N.P.S**, valid and for the tender concerned.
7. A non-exclusion certificate attesting that the bidder is not the subject of a temporary or permanent exclusion from public contracts, dated at most 3 months and issued by ARMP
8. **An attestation of non-indebtedness** signed by the Director or the head of the tax centre.
9. **A Certified copy of taxpayer card** valid, dated at most 3 months.
10. **A certified copy of business license** valid, dated at most 3 months
11. **Attestation of site visit** signed by the bidder on honhour or his representative (the bidder must under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals (consistency of work and execution plans)).
12. **Power of attorney** signed by the legal Manager/Director/Director General of the Enterprise or legalized articles of Association.
13. **The group agreement** if necessary.
14. **Plan and attestation of localization** signed by the taxation authorities.

15. CCAP completed and initialed on all the pages.

In case of grouping each Member must submit complete administrative documents, the documents 3, 4, and 5) below can only be presented by the representative of the group.

(B) Technical file (in the B envelope)

1. List of key site personnel

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

i. A works director who should be a Civil/Industrial/Rural Engineer with **at least 3 years' experience in the domain of civil construction and similar works.**

ii. A foreman (or several if necessary) with at least the level of senior civil/rural/industrial engineering technician Bacc F4+2 (A/L+2 in civil engineering) with **at least 5 years' experience in the domain of civil construction and similar works.**

iii. And team leaders

A-Pipeline, Industrial engineering technician Bacc F4 OR GCE A/L Technical in Building construction or its equivalent with **at least 5 years' experience in the domain of Industrial/ civil construction and similar works.**

B-Construction works, Civil/Rural/Industrial engineering technician Bacc F4 OR GCE A/L Technical in Building construction or its equivalent with **at least 5 years' experience in the domain of road works and similar works.**

2. List of performant equipment

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

I. Legalized Registration document (pickup truck or van, manual compactor, compactor tar cooker/sprayer etc.).

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

3. References

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

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

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

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

5. Self-financing capacity

Self-financing capacity:

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

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

(c) Financial documents (in envelope-C)

It shall contain:

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

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

E. The self-financing capacity:

An attestation of financial credibility issued by the same bank as for the bid bond (access to a credit or of other financial facilities to ensure the gross margin of self-financing necessary for the duration of the contract.) The available amount must be at least equal to 25% of the value of the works of the contract.

OTHER CRITERIA

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

Evaluation Grid

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

-Minimum two (02) contracts registered (1st and last page)..... Yes/No.

-Minimum two (02) reception PVs corresponding to the attached contracts Yes/No.

(b) Equipment

- Proof of a tar chipping crusher truck in good operating condition
..... Yes/No.

- Proof of Building Hand tools, manual compactor/compactor in good operating condition
..... Yes/No.

- Proof of a vehicle (Pick up 4 x 4 or truck) Yes/No.

c. Qualification of site personnel

- Organizational Chart of the enterprise Yes/No.

Organizational Chart of site with comments Yes/No.

Works Director: Civil or Rural Engineer

- Diploma of work Director certified..... Yes/No.

- Attestation of presentation of the original Yes/No.

- CV signed and dated by works Director..... Yes/No.

- Certified true copy of National Identity Card..... Yes/No.

- Attestation of availability dated and signed..... Yes/No.

Site foreman: Senior Civil or Rural Engineering technician or Bacc F4+2 (A/L +2 in civil engineering)

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

Team leader road works and building works: Civil or Rural Engineering technician or Bacc F4 (A/L in civil engineering)

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

d. The methodology of intervention and execution of work

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

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

REPUBLIC OF CAMEROON

Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND
LOCAL DEVELOPMENT

NORTH WEST REGION

MOMO DIVISION

NJIKWA COUNCIL



REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

MINISTERE DE LA DECENTRALISATION
ET DU DEVELOPPEMENT LOCAL

REGION DU NORD OUEST

DEPARTEMENT DE LA MOMO

COMMUNE DE NJIKWA

E-Mail: njkwacouncil1995@gmail.com

NJIKWA COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

No. 03/ONIT/MINDDEVEL/NCITB/NJIKWA COUNCIL/2021 OF 25/02/2021
FOR THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME,
REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA NETWORKS
IN NJIKWA MUNICIPALITY, MOMO DIVISION, NORTH WEST REGION.

PROJECT OWNER: THE MAYOR OF NJIKWA COUNCIL

FUNDING: MINEE PUBLIC INVESTMENT BUDGET
2021 Financial Year

AUTHORIZATION N°: ++++++

IMPUTATION: _____

PART 04

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

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CHAPTER I: GENERALITIES

ARTICLE 1: Subject of the Jobbing order

The jobbing order has as subject the CONSTRUCTION OF THE NJINIKAN WATER SCHEME, REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA NETWORKS IN NJIKWA MUNICIPALITY, MOMO DIVISION, NORTH WEST REGION.

ARTICLE 2: Procedure of the award of the jobbing order

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

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

1- General definitions

- The Delegated Contracting Authority is **the Mayor of Njikwa Council**. He is responsible for the conservation of the originals of the jobbing order and the transmission of copies to ARMP through the focal point designated to that effect.
- The Project owner is **the Mayor of Njikwa Council** responsible for the general administrative, financial and technical assistance at the definition, preparation, execution and acceptance stages of the services forming the subject of the jobbing order.
- The contract engineer is **the DDMINEE Momo** and is responsible for the follow-up of the execution of the contract.
- The project manager is **the Council Development Officer of Njikwa Council** and is responsible to ensure the defense of the interest at the definition, preparation, execution and acceptance stages of the services forming the subject of the jobbing order.
- The beneficiary is **the company**.

2- Security

In view of the application of the law on collateral prescribed in the Decree n ° 2018/366 of 20 June 2018, the following are designated:

- The authority in charge of ordering payment shall be **the Mayor of Njikwa Council**
- The body or official in charge of payment shall be the Municipal Treasurer of Njikwa Council;
- The authority in charge of the clearance of expenditures shall be the Divisional Controller of Financial –Momo;
- The official competent to furnish information within the context of execution of this contract shall be the Project owner Mayor Njikwa Council, the contract engineer and the project manager.

ARTICLE 4: Language, law, and regulation

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

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

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

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

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

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

- The letter of undertaking;

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

ARTICLE 6: General applicable texts

- This contract is subject to the following General texts of law
- The special General administrative Clauses (CCLS);
- The law N ° 96/12 of 05 August 1996 on the management of environment;
- The texts governing the trade;
- Decree No. 2008/377 of 12/11/2008 fixing the attributions of Heads of Administrative Units, its organization and the functioning of their services;
- The Decree N ° 2018/366 of 20 June 2018 to institute the Public Contracts Code;
- Decree n ° 2001/048 of 23 February 2001 relating to the setting up, Organization and functioning of the Public Contracts Regulation Agency ARMP.
- Decree n ° 2003/65/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- Order N°093/CAB/PM of 5 November 2002 to fix the amount of the bid bond and the purchase fees for tender files;
- Order N°22/CAB/PM of 02 February 2011 to lay down conditions for the recruitment of individual consultants;
- Order N°23/CAB/PM of 02 February 2011 to lay down conditions for the implementation of request for quotation;
- Circular No. 004/CAB/PM of 30 December 2005 relating to the application of the Public Contracts Code;
- Circular No. 003/CAB/PM of 18 April 2008 relating to the observance of the rules governing the award; execution and control of Public Contracts;
- Circular No. 002/CAB/PM of January 31, 2011 on the improvement of the performance of the Public Contracts system;
- Circular No. 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;
- Arrete N°0205/A/MINMAP of 03 July 2018 relating to the creation of Divisional Tenders' Boards;
- Decree N°2012/076 of 08 march 2012 to amend and supplement certain provisions of decree N°2001/048 of 23 February 2001 relating to the creation, organization and functioning of the Public Contracts Regulatory Agency(ARMP);
- Circular N°001/CAB/PR of 19 june 2012 on the award, the control of execution of public contracts;
- The Circular No. 00000242/C/MINFI of 30 Dec. 2020 on the instructions relating to the execution of the Finance Laws, the monitoring and control of the execution of the budgets of the state and other public entities for the 2021 fiscal year;
- Unified Technical Documents (DTU) for building works;
- The Norms in force in the Republic of Cameroon;
- The CCTP;
- Order No 00002/MINEPDED of 8th February 2016 stating the format of terms of reference and the content of an Environmental Impact Notice (EIN).

- Other texts specific to contracting fields.

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

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

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

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

ARTICLE 8: Service Order (CCAG article 8).

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

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

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

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

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

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

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

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

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

9.1. **Personnel:** In his bid the contractor engaged to mobilize human and material resources necessary for the proper execution of the works in conformity with the standards and norms in force in Cameroon, and according to the stipulations of the CCAP/CCTP. All these personnel should be effectively present

on site up to the end of works. The contract was awarded on the basis of an elaborated list of equipment and personnel requested by the contracting authority

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

In case of any modification, the contractor shall replace any personnel with one having the same qualification, experience and competence or with appropriate performant equipment.

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

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

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

9.3. Any one sided decision to effect change of personnel of the technical bid before and during the execution of the contract constitute a justified reason for the cancellation or termination of the contract.

CHAPTER II: FINANCIAL PROVISIONS

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

10.1. The performance bond:

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

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

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

10.2. The retention guarantee:

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

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

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

10.3. The start of advance guarantee:

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

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

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

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

The amount of this contract, from the detailed quantitative cost estimates here attached stands at the sum of _____ (_____) FCFA, i.e.

- Amount (EVAT): _____ (_____) francs CFA:
- Amount VAT: _____ (_____) francs CFA:
- Amount net to be paid: _____ (_____) francs CFA:

The amount of the contract is calculated using conditions stipulated in article 19 of the General

Administrative Clauses (CCAG).

ARTICLE 12: Payment Modalities

The contractor may obtain periodic payments on account. This periodic payments may be spread out during the term of the contract in several periodic installments. The contractor shall be bound to submit to the project owner, before the sixth day of each month, a detailed account, accompanied by a justificatory calculations and job cost sheet establishing the total amount spent at the end of the period under consideration, sums he may be entitled approved by the contract engineer and the contracting authority. The bills must correspond to the amount of work done, obtained from the amount of work actually executed under the conditions of the contract and the unit price, as contained in the schedule of unit price, quantity and estimated specifications and the unit price Sub-Details and the amount of deductions.

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

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

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

ARTICLE 13: Mode of Payment

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

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

ARTICLE 14: Price variation

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

ARTICLE 15: Price revision

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

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

Not required or necessary.

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

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

ARTICLE 18: Valorisation of supplies (CCAG article 24)

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

ARTICLE 19: Advances (CCAG article 28)

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

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

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

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

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

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

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

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

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

- [100-2.2 and/or – (5.5 or 15%)] paid directly into the account of the contractor;
- 2.5% or 5.5% paid to the public treasury as AIR due by the contractor.
- 7.5% or 15% paid into the public treasury as TSR due by the contractor.

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

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

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

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

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

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

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

ARTICLE 22: Penalties (CCAG article 32)

A. Penalties for lateness.

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

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

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

B. Specific penalties.

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

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

ARTICLE 23: Final detailed account (CCAG article 34)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All taxes inclusive prices means VAT included.

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

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

CHAPTER III: EXECUTION OF WORKS

ARTICLE 27: Work consistency

The works include the following:

- Site installations
- Preparatory works
- Construction of storage tanks and two valve chambers
- Supply and laying piping network with all its blombering accessories
- Putting in place environmental mitigation measures
- Putting in place project sustainability measures

ARTICLE 28: The obligations of the Project owner

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

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

ARTICLE 29: Execution Time Frame (CCAG article 38)

29.1 The execution time frame for the execution of this contract shall be four (04) months. This shall include the completion of the works provided incumbent on the contractor, the folding up of installations and restoring the sites and lands.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Civil liability insurance and all construction risk.

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

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

Comprehensive insurance coverage

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

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

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

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

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

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

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

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

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

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

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

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

- The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.
- The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

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

34.1 The sign boards:

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

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

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

34.2 The site installation plan:

The site installation plan shall be done considering the following:

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

34.2 The fencing of the construction site:

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

34.3 The building site installation:

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

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

34.4 The site logbook:

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

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

The following informations are recorded in it:

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

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

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

34.5 The site meetings:

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

34.6 Sub-contracting:

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

34.6 Site laboratory:

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

34.7 Security Measures:

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

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

34.8 Putting in place environmental mitigation measures:

In accordance with provisions in *Law N° 96/12 of 5th August 1996 relating to Environmental Management and Decree N° 2013/01711/PM of 14 February 2013 laying down the modalities of the realization of studies of the social and environmental impact assessment and Decree N° 2013/0171/PM of 14 February 2013 laying down the modalities of the realization of studies of the social and environmental impact assessment as well as Arrêté n°0002/MINEPDED of February 09, 2016 outlining the model format for the terms of reference and the content of the environmental impact notice, in complement of the decree n°2013/0171/PM of February 14, 2013 that fixes the modes of realization of the environmental impact assessment and therefore those relative to the realization of the Environmental impact Notices;*

The establishment must take all necessary measures to ensure the carrying out of Environmental Impact assessment in cooperation with the divisional authority in charge of environment and subsequently be issued an Attestation of Environmental Conformity (AEC).

This must be done before the start of work.

The contractor shall be responsible for the:

- *Backfilling of pipeline*
- *Physico-chemical and bacteriological analysis of the water sample from a gov't authorised laboratory after construction*
- *Cleaning and disinfection of the pipeline*
- *Catchment Protection with poles, barb wires and planting of water friendly trees*
- *Labellisation*
- *Environmental impact studies*

34.9 Putting in place project sustainability measures:

The contractor shall be responsible for the:

- *Training of project management committee; this will include the cost of training of the managing committee to cater for the network when the project is handed to the community.*
- *Purchase of complete tool box: This price will include the cost supplying a complete tool box to the management committee.*

CHAPTER IV: ACCEPTANCE OF WORKS

ARTICLE 35: Provisional acceptance (CCAG article 67)

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

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

- The project owner or his representative..... President,
- The contracting authority or his representativeMember,
- The contract engineer.....Secretary,
- The project manager.....Member
- The stores accountantMember
- The representative of MINMAP Observer.
- The contractor or his representative..... Observer.

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

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

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

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

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

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

ARTICLE 37: The guarantee period (CCAG article 70)

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

ARTICLE 38: Final acceptance (CCAG article 72)

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

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

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

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

The nature and origin of sand remains subject to the Supervisor's approval. It shall be obtained from rivers or through crushing. The sand component should be more than 80% and the very fine constituents eliminated by settling should be less than 4%. The sand should be of high quality and must be free from dirt, clay or any organic matter and if deemed necessary, it should be washed before being used.

Article 6 GRAVEL

They shall be obtained from deposits or quarries chosen by the Contractor, and approved by the Supervisor. They should be clean (constituents eliminated through settling should be less than 2%) and their grading suited to their use. If deemed necessary, it shall be washed before being used.

Article 7 STONES

They shall be obtained from a quarry or deposit approved by the Supervisor and none should be smaller than 20cm. basalt stones commonly called black stone are recommended for the project or stones of other quality duly tested and approved by the supervising engineer.

Article 8 CEMENT

They should be of CPA 325 class and be obtained from an approved factory.

Article 9 CONCRETE WORKS

Concrete Works shall be of 4 kinds:-

- Lean concrete for foundation works where indicated shall be of PC 150kg/m³ and 10cm thick.
- Mass concrete for foundations shall be PC 250kg/m³ and thickness as shown on the plans
- Reinforced concrete for floor and roof slabs, covers foundations shall PC 350kg/m³ and thickness as shown on the plans
- Mass concrete for catchment works: All concrete in catchment construction shall be PC400KG/M³

Article 10 PIPES AND FITTINGS

Generally pipes used in water supply must meet any of the standards mentioned below or their equivalence: the American Water Works Association (AWWA) or the American National Standards Institute (ANSI) or the American Society for Testing and Materials (ASTM) standards N°D 1785 and D 2241 or ISO standards N°527 and 845.

Table A: NFT 54 – 016 Physical Characteristics of Pipes

External Diameter			Thickness		Service Pressure	Test Pressure 1h at 20°C MPa	Tensile test 10h at 60°C MPa
0	Tolerance	Average	Nominal	Max.			
25	0.5	0.3	1.9 2.8	2.3 3.3	1.6 2.5	6.5 10.3	13.7
32	0.5	0.3	2.4 3.6	2.9 4.2	1.6 2.5	6.5 10.3	13.7
40	0.5	0.3	3 4.5	3.5 5.2	1.6 2.5	6.5 10.3	13.7
50	0.5	0.3	3.7 5.6	4.3 6.4	1.6 2.5	6.5 10.3	13.7
63	0.8	0.3	3 4.7 7.1	3.5 5.4 8.1	10 6.3 4	4 6.5 10.3	13.7
75	0.9	0.3	3.6 5.5	4.2 6.3	10 6.3	4.1 6.5	13.7
90	1.1	0.3	4.3 6.6	5 7.5	10 6.3	4.1 6.5	13.7
110	1.4	0.4	3.2 5.3 8.1	3.8 6.1 9.2	16.7 10 6.3	0.6 1 1.6	13.7
125	1.5	0.4	3.7 6 9.2	4.3 6.8 10.4	16.7 10 6.3	0.6 1 1.6	13.7
140	1.7	0.5	3.7 6.1 9.3	4.3 7 10.5	0.6 1 1.6	2.57 3.75 5.86	13.7
160	2	0.5	3.8 6.2 9.5	4.4 7.1 10.7	0.6 1 1.6	1.95 3.3 5.2	13.7

Tolerances

Ovalization : ± 1 mm
Length of pipe : $\pm 1\%$ ----- ± 6 cm
Socket length : ± 0.6 mm

10.1 Control tests for pipes

a) Length

the tolerance for pipe lengths shall be $\pm 1\%$ (± 6 cm) for every 100 pipes, if the number of pipes not respecting this tolerance is less than 3 i.e 3%, then the whole lot is considered okay, otherwise the supervisor could request that as many pipes be tested in the lot as possible.

a) External diameter

The tolerance shall be ± 0.3 mm for pipes of external diameters between 25mm and 50mm, and ± 0.4 mm for pipes above 63mm diameters. Before reception, the supervisor shall verify the external diameters of 15 pipes for every 300 pipes. If 6 or more pipes do not meet the tolerance prescribed above, he reserves the rejected.

b) Thickness

Thickness verification should adhere to the specifications presented on table B.

Table B: Thickness verification

N° of pipes in the lot	N° of pipes randomly selected for erification	N° of bad pipes X	
		Lot accepted if X max =	Lot rejected if X min =
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 supervisor shall carry out thickness verification in accordance with table B.

d) Socket length

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

e) Shrinkage cracks

Shrinkage crack tests should be carried out according to agree methods by the supervisor 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.

f) Internal pressure

Pipe sample shall be subjected to 1.5 times the service pressure for a duration of one hour. If one out of every five samples ruptures, another set of five is selected for a retest. If the second set respects the specified relation with the service pressure, the set is considered satisfactory. Otherwise, necessary adjustments are carried out to meet the required specification, or the lot is rejected.

g) Impact

This test is carried out on three samples, one from each extremities and the third from the centre, all three, one meter long. Perpendicular masses are dropped from a height of one meter onto the samples as in table C.

Table C: Impact test schedule

Pipe diameter	Mass (kg)
25	1
32	1
40	1
50	3.5
63	5
75	7.5
90	7.5

The pipes are accepted if the percentage of broken pipes in the tested samples does not exceed 20%

The contractor is requested to furnish the supervisor with all information (name, address, phone etc) on the factory being used to procure pipes for his project.

When the pipes are checked and tested the contractor shall present to the supervisor a quality certificate from the manufacturer ascertaining that the pipes meet the required standards as described in the sections above. The contractor shall arrange for free access to the factory for the supervisor to enable him request as required for all factory tests described in the sections above to be carried out by the manufacturer.

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

10.2 Fittings specifications

Contractors are required to strictly respect standards and specifications.

All fittings for these constructions must resist a pressure of above 16 Bars

All fittings have to be approved by the supervisor before being used. All fittings not conforming to those standards and specifications shall be rejected. The performance guarantee of works shall cover all defects on fittings, their handling and workmanship.

CHAPTER III – METHOD OF EXECUTION

Article 11 GENERAL INFORMATION

11.1 Safety Measures

The Contractor shall be required to place at the entrance to the works site and in its vicinity, signboards indicating that works is underway and he shall be responsible for any accident that occurs on the works site and / or suffered by a third party, his staff and employees and officials of the Administration as a result of their presence on the works site. Organisation of work and security on the works site shall be the responsibility of the Contractor.

11.2 Traffic

The Contractor shall be responsible for ensuring that traffic is not obstructed on the entire stretch of his works site throughout the period of work up till provisional acceptance. No obstruction of traffic shall be allowed for more than two hours. Maintenance of traffic flow shall be the responsibility and at the expense of the Contractor and in case of any breach of contract by the latter, the Supervisor may bring in a third party to correct any faults. All related expenses shall be borne by the Contractor. Where interference with traffic is inevitable, the opinion of local administrative authorities shall be required for any obstruction for a given period.

Article 12 STONE MASONRY

All stone masonry works must comply to the following standards DTU N° 20 – 12; NFP 13:304 and 14:301 The stone masonry required for the construction of structures should be aesthetical and according to structure type (shape, size of stones, joints etc...) in accordance with Engineering rules. Binding mortar shall contain 300 (three hundred) kg of cement per m³ of sand with the biggest sand grain being 4mm. The visible sides of the stone masonry must be regular. The minimal sizes of the sides must not be less than 15 (fifteen) cm. M 450 mortar shall be used for the finishing of the external joints.

Article 13 MORTARS AND CONCRETE

13.1 Mortar

All mortar and plastering must meet the DTU standard N° 26 – 1. M450 mortar shall be a mixture of 450 (four hundred and fifty) kilogrammes of cement per cubic metre of dry sand.

If the M450 mortar is more than 20 (twenty) millimeters thick, micro-concrete mixed with 400 (four hundred) kilogrammes of cement whose composition shall first of all be submitted for the Supervisor's approval shall be used.

13.2 Concrete

Reinforced concrete in elevation shall contain 350kilogrammes of cement per cubic metre and shall be vibrated during laying. The reinforcement rods must meet the BAEL standards of 1991 or the AFNOR 35 – 001 standards.

C350 concrete for reinforced concrete structures should have a minimal compressive strength of 270 bars in 28 days. Depending on the volume of concrete to be made, the Supervisor may carry out quality control tests at his expense or, if he deems it necessary, ask an approved laboratory to collect samples and carry out compression tests to check the quality of the concrete.

If the required minimum strength is not attained, the Contractor shall bear the cost of tests and the Supervisor shall decide on the measure to take in respect of the structure concerned. The volume of average and big size aggregates in the C150 concrete should double that of the volume of sand.

Article 14 POINTING AND PLASTERING

14.1 Pointing

The joints of all external walls of stone masonry, which are visible, shall be pointed carefully such that the works have and aesthetic look. M625 mortar shall be used for pointing, with a cement paste (1:0) finish.

14.2 Plastering

Plastering of surfaces in contact with water shall comprise pointing of the mortar joints followed by 1cm thick of spatter dash 1:2 M625. The wall is then finished with cement paste. Plastering of surfaces not in contact with water as chambers for air valves, valves and washouts shall be 1 coat of plaster 1cm thick and a mix of 1:3 (M400)

Article 15 PLUMBING WORKS

Description

This item shall consist of the provision and installation of all pipes including the installation of plumbing accessories like coupling, tees, reducers, etc..to entirely complete this item as per these specifications and plans.

Construction methods

The soil in the bottom of the trench shall be lightly scarified before placing the pipe or other 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 the pipes, assembling of pipes and all other works, directly related to the 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 manufacture's prescriptions.

Method of measurement

The quantity of PVC shall be measured per linear meter of installed pipe. Measurements shall be made for each class of pipe and each diameter of pipe separately.

Basis of payment

Payments shall be made at the contract's unit price. This unit price shall be full compensation for the provision, transportation, installation and testing of all piping material including the installation of all accessories like coupling, tees, reducers, etc. etc

Article 16 EXCAVATIONS OF TRENCHES

The trench for pipes up to 110mm shall be excavated to a depth of at least 80cm deep and 40cm wide or other such depths and widths as directed by the supervisor and shown on the plan.

The trench for pipes above 110mm shall be excavated to a depth of at least 100cm deep and 40cm wide or other such depths and widths as directed by the supervisor and shown on the plan.

Article 17 NOMENCLATURE OF WORK

17.1 Setting out of works

The contractor shall be responsible for the setting out of all pertinent lines, works, grades and levels as required for the proper and accurate positioning of the structures on the site.

17.2 Earth Works

17.2.1 Description

This item shall consist of all excavation and backfill works in accordance with these specifications and in conformity with the lines shown on the plans or as indicated by the supervisor.

17.2.2 Construction methods

Excavation

Excavation works for the piping system shall be performed by the contractor. The bottom of the trench shall be free of any stones or other materials which could incur damage to the pipes. *Excavations for intakes, reservoir tanks, wash – out chambers, valve boxes, break – pressure tanks and public tap – stand shall be performed by the contractor.*

Backfill

Backfill of the pipeline shall be performed by the contractor. No backfill operations shall be allowed before the approval from the supervisor has been granted.

The compaction requirement for backfill shall be at least 90% of the dry modified optimum proctor density.

Maintenance of excavations.

The contractor shall carry the risk of collapse of excavated faces whether or not he takes any precautions, the nature of the precautions shall be entirely at his own discretion.

No water shall be allowed to accumulate in any portion of the excavations.

The excavations shall be protected against flooding, and any water entering them.

CARACTERISTIQUES DU POINT D'EAU

TYPE DE POINT D'EAU :

- 0 : Autre
- 1 : Puits
- 2 : Forages
- 3 : Château AEP
- 4 : Borne fontaine
- 5 : Source aménagée

Autre à préciser NATURE DU POINT

NATURE DU POINT D'EAU :

- 0 : Autre
- 1 : Puits moderne
- 2 : Puits équipé de PMH
- 3 : Forage équipé de PMH
- 4 : AEPG
- 5 : AEPP
- 6 : AEP Mixte
- 7 : Source
- 8 : Source aménagée

Autre à préciser

ETAT DE L'OUVRAGE :

- 1 : Fonctionnel
- 2 : Partiellement fonctionnel
- 3 : Non fonctionnel

Observations :

NATURE DE LA PANNE

- 1 : pas de carburant pour la pompe
- 2 : pompe abimée
- 3 : robinet cassé
- 4 : tuyaux cassés
- 5 : pas de pièces de rechange disponible
- 6 : autres à préciser :

EQUIPEMENT

AEP : PMH

- 0 : Autre
- 1 : Groupe électrogène : Pompe immergée ou de surface (solaire)
- 2 : Pompe immergée ou de surface (éolienne)
- 3 : Autre à préciser
- 4 :

marque pompe :

- 0 : Autre
- 1 : Vergnet
- 2 : Indian mark II ou III
- 3 : Rope : autres à préciser.....
- 4 préciser.....

GESTION DE L'OUVRAGE HYDRAULIQUE /DU POINT D'EAU

MODE DE FINANCEMENT :

- 0 : Autre
- 1 : Comité de point d'eau

FINANCEMENT :

- 0 : Autre
- 1 : Eau payante (forfait/famille)

2: Gestion privatisée
3: Commune en régie
4: Néant

2 : Volumétrie
3 : Eau non payante

Autre à préciser :

Autre à préciser :

ENTRETIEN

0: Autre
1: Artisan réparateur
2: Réparateur villageois
3: Opérateur privées
4: Administration
 : Autre à préciser
5:

NOMBRE D'UTILISATEURS DU POINT

0_200
201_350
351_500
501_700
Au-delà 701

Imprécis

UTILISATION PRINCIPALE DE L'OUVRAGE

Domestique
Animaux
Irrigation
Institutionnel (école, hôpital etc)
Industriel
Autres à préciser :

L'eau est en quantité suffisante ?

oui non

Observations :

QUALITE DE L'EAU

Paramètres physico-chimiques

Ph
Acide
Basique

CONDUCTIBILITE

Paramètres organoleptiques

Couleur
Clair
Trouble

Goût
Acceptable
Mauvais
Salé
Autres :

Odeur
Acceptable
Mauvaise

Paramètres indicateurs de pollution

Ammonium
Azote de kjeldahl
Azote total
Nitrates

Paramètres toxiques

Arsenic
Nickel
Cyanures
Plomb
Chrome

CARACTERISTIQUES PHYSIQUES:

Hauteur d'eau:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (m)	Rabattement :	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (m)
Niveau statique:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (m)	Débit d'exploitation :	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (m ³ /h)
Niveau top crépine:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (m)	Débit spécifique :	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (m ³ /h/m)
Diamètre:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (mm)	Longueur de réseau :	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (m)
Profondeur:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (m)	Nombre branchements :	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Capacité du réservoir:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (m ³ /l)	Nombre bornes fontaines :	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Coefficient d'emmagasinement:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (m)	Conduite de distribution :	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Conduite d'emmenée:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (m)	Nombre bornes fontaines :	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

ENVIRONNEMENT

A moins de 35 m :

présence d'un assainissement non collectif : oui non

A moins de 50 m :

. présence de réseau de drainage : oui non

. d'habitation : oui non

. d'élevage : oui non

si oui, Nature de l'élevage :

. plan d'épandage : oui non

. activité industrielle, déchetterie, etc ...

A moins de 500 m :

présence de cours d'eau à proximité oui non

si oui, indiquer son nom :

présence de zone humide ou de marais oui non

si oui, indiquer le lieu-dit et la commune:.....

Socle	?	<div style="border: 1px solid black; padding: 5px; width: fit-content;"> Beton arme Beton non armé </div>
Miracle.....	?	<div style="border: 1px solid black; padding: 5px; width: fit-content;"> Beton arme Beton non armé </div>
cuvelage.....	?	<div style="border: 1px solid black; padding: 5px; width: fit-content;"> Beton arme Beton non armé Enrochement </div>
Prise d'eau.....	?	
Adduction.....	?	
Pièce de rechange.....	?	oui non

Nom et signature du prestataire A..... le	<input type="checkbox"/> Nom et signature du bénéficiaire A..... le	<input type="checkbox"/> Nom et signature de l'ingénieur du marché A..... le
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REPUBLIC OF CAMEROON

Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND
LOCAL DEVELOPMENT
NORTH WEST REGION
MOMO DIVISION
NJIKWA COUNCIL



REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

MINISTRE DE LA DECENTRALISATION
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NJIKWA COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER
No. 03/ONIT/MINDDEVEL/NCITB/NJIKWA COUNCIL/2021 OF 25/02/2021
FOR THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME,
REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA
NETWORKS IN NJIKWA MUNICIPALITY, MOMO DIVISION, NORTH
WEST REGION.

PROJECT OWNER: THE MAYOR OF NJIKWA COUNCIL

FUNDING: MINEE PUBLIC INVESTMENT BUDGET
2021 Financial Year

AUTHORIZATION N°: ++++++

IMPUTATION: _____

PART 06

UNIT PRICE LIST

UNIT PRICE LIST FOR FOR THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME, REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA NETWORKS

ITEM	WORK DESCRIPTION	Unit	Qty	UNIT PRICE IN FIGURES FCFA)	T UNIT PRICE IN WORDS FCFA)
100	PREPARATORY WORKS				
101	Studies and Site installation (Installation of project signboard, acquisition of worksite office, store and lodging places for personnel, general site cleaning and implantation, demolition of temporary structures).	LS	1		
102	Preparation of working documents (6 copies)	LS	1		
	SUB Total 100.....				
	A) NJINIKAN NETWORK				
200	CONSTRUCTION WORKS				
201	Construction of a spring catchment intake with 1m ³ collection chamber and deviation chambers as well as retaining walls above the intake	U	1		
202	Construction of a 5m ³ storage tank in stone masonry with internal control room equipped with a metallic door, float valve 2½", plumbing accessories (float valve 2½", PVC valves dia. 63mm and 36mm, PVC and GI elbows, adaptor, tees, strainer 3" etc.) as well as purchase and installation of a 2.5m height metallic ladder for access in and out of the storage tank	U	1		
203	Construction and numbering of standpipe with soak-away pit and valve chambers	U	3		
204	Construction of control valve chamber (80x80x100) in stone masonry	U	2		
205	Construction of a low point chambers with stone masonry (80x80x100) equipped with locking device and installation of washout valve	U	1		
	SUB Total 200.....				
300	PIPING NETWORK				
301	Pipeline excavation and backfilling	Lm			
302	Supply and laying of PVC Pipe Ø 63mm NP10	Lm			
303	Supply and laying of PVC Pipe Ø 50mm NP10	Lm			
304	Supply and laying of PVC Pipe Ø 40mm NP10	Lm			
305	Supply and laying of PVC Pipe Ø 32mm NP10	Lm			
306	Supply and laying of PVC Pipe Ø 25mm NP16 – extension to stand taps	Lm			
307	Production and implantation of pipeline indicators in reinforced concrete every 50m.	U			
308	Supply and installation of Plumbing accessories	LS			
	SUB TOTAL 300.....				
	B) AZANI-OSHIE NETWORK				
400	CONSTRUCTION WORKS				
401	Construction of Spring catchment intake with 1m ³ collection chamber and deviation chambers as well as retaining walls above the intake	U	1		
402	Rehabilitation works (cleaning of interruption chamber, prefabrication of cover slab of interruption chamber and plastering of some sections/construction of cover slab for the inspection chamber	U	1		
403	Construction and numbering of standpipe with soak-away pit and valve chambers	U	1		

ITEM	WORK DESCRIPTION	Unit	Qty	UNIT PRICE IN FIGURES FCFA)	T UNIT PRICE IN WORDS FCFA)
404	Construction of control valve chamber (80x80x100) in stone masonry	U	2		
	SUB Total 400.....				
500	PIPING NETWORK				
501	Pipeline excavation and backfilling	ML	1,020		
502	Supply and laying of PVC Pipe Ø. 63mm NP10	ML	54		
503	Supply and laying of PVC Pipe Ø 50mm NP10	ML	300		
504	Supply and laying of PVC Pipe Ø 40mm NP10	ML	510		
505	Supply and laying of PVC Pipe Ø 32mm NP10	ML	150		
506	Supply and laying of PVC Pipe Ø 25mm NP16 – extension to stand taps	ML	6		
507	Production and implantation of pipeline indicators in reinforced concrete every 50m.	U	24		
508	Supply and installation of Plumbing accessories	Ls	1		
	SUB TOTAL 500.....				
C) BACHAZA NETWORK					
600	CONSTRUCTION WORKS				
601	Rehabilitation of spring catchment with 1m ³ collection chamber and deviation chambers as well as retaining walls above the intake	U	1		
602	Rehabilitation works (cleaning of tank and plastering of both the internal and external walls, rehabilitation of 3 existing stand pipes)	U	1		
603	Construction of a 5m ³ storage tank in stone masonry with internal control room equipped with a metallic door, float valve 2½", plumbing accessories (float valve 2½", PVC valves dia. 63mm and 36mm, PVC and GI elbows, adaptor, tees, strainer 3" etc.) as well as purchase and installation of a 2.5m height metallic ladder for access in and out of the storage tank	U	1		
604	Construction and numbering of standpipe with soak-away pit and valve chambers	U	2		
605	Construction of control valve chamber (80x80x100) in stone masonry	U	1		
	SUB Total 600.....				
700	PIPING NETWORK				
701	Pipeline excavation and backfilling	ML	834		
702	Supply and laying of PVC Pipe Ø 63mm NP10	ML	0		
703	Supply and laying of PVC Pipe Ø 50mm NP10	ML	180		
704	Supply and laying of PVC Pipe Ø 40mm NP10	ML	540		
705	Supply and laying of PVC Pipe Ø 32mm NP10	ML	102		
706	Supply and laying of PVC Pipe Ø 25mm NP16 – extension to stand taps	ML	12		
707	Production and implantation of pipeline indicators in reinforced concrete every 50m.	U	10		
708	Supply and installation of Plumbing accessories	Ls	1		
	SUB TOTAL 700.....				
800	ENVIRONMENTAL MITIGATION MEASURES				
801	Preparation of ToR and production of Environment Impact notice in 6 copies	LS	1		
803	Water quality test before and after project construction from the Njinikan, Azani and Bachaza intakes	LS	3		
804	Cleaning and disinfection of pipelines for Njinikan, Azani and	LS	3		

ITEM	WORK DESCRIPTION	Unit	Qty	U.P (FCFA)	T.P (FCFA)
	masonry				
	SUB Total 400.....				
500	PIPING NETWORK				
501	Pipeline excavation and backfilling	ML	1,020		
502	Supply and laying of PVC Pipe Ø. 63mm NP10	ML	54		
503	Supply and laying of PVC Pipe Ø 50mm NP10	ML	300		
504	Supply and laying of PVC Pipe Ø 40mm NP10	ML	510		
505	Supply and laying of PVC Pipe Ø 32mm NP10	ML	150		
506	Supply and laying of PVC Pipe Ø 25mm NP16 – extension to stand taps	ML	6		
507	Production and implantation of pipeline indicators in reinforced concrete every 50m.	U	24		
508	Supply and installation of Plumbing accessories	Ls	1		
	SUB TOTAL 500.....				
C) BACHAZA NETWORK					
600	CONSTRUCTION WORKS				
601	Rehabilitation of spring catchment with 1m ³ collection chamber and deviation chambers as well as retaining walls above the intake	U	1		
602	Rehabilitation works (cleaning of tank and plastering of both the internal and external walls, rehabilitation of 3 existing stand pipes)	U	1		
603	Construction of a 5m ³ storage tank in stone masonry with internal control room equipped with a metallic door, float valve 2½", plumbing accessories (float valve 2½", PVC valves dia. 63mm and 36mm, PVC and GI elbows, adaptor, tees, strainer 3" etc.) as well as purchase and installation of a 2.5m height metallic ladder for access in and out of the storage tank	U	1		
604	Construction and numbering of standpipe with soak-away pit and valve chambers	U	2		
605	Construction of control valve chamber (80x80x100) in stone masonry	U	1		
	SUB Total 600.....				
700	PIPING NETWORK				
701	Pipeline excavation and backfilling	ML	834		
702	Supply and laying of PVC Pipe Ø 63mm NP10	ML	0		
703	Supply and laying of PVC Pipe Ø 50mm NP10	ML	180		
704	Supply and laying of PVC Pipe Ø 40mm NP10	ML	540		
705	Supply and laying of PVC Pipe Ø 32mm NP10	ML	102		
706	Supply and laying of PVC Pipe Ø 25mm NP16 – extension to stand taps	ML	12		
707	Production and implantation of pipeline indicators in reinforced concrete every 50m.	U	10		
708	Supply and installation of Plumbing accessories	Ls	1		
	SUB TOTAL 700.....				
800	ENVIRONMENTAL MITIGATION MEASURES				
801	Preparation of ToR and production of Environment Impact notice in 6 copies	LS	1		
803	Water quality test before and after project construction from the Njinikan, Azani and Bachaza intakes	LS	3		
804	Cleaning and disinfection of pipelines for Njinikan, Azani and Bachaza	LS	3		
805	Protection of the catchment area by: - the demarcation of its zone of influence through the erection of a fence made of barbed wire; - the planting of water friendly trees in it (Pinus African, Mysopsis or Wenge);- the erection of a metallic sign board prohibiting	LS	3		

ITEM	WORK DESCRIPTION	Unit	Qty	U.P (FCFA)	T.P (FCFA)
	human activities in the area.				
	SUB Total 800.....				
900	PROJECT SUSTAINABILITY				
901	Training and putting in place of water management committees (WMC) + training of 3 caretakers Production of internal rules and regulations (I&R) governing the management of the water supply schemes the I&R should be co-signed by the Divisional Officer of Njikwa, the Divisional Delegate of MINEE, Momo, the Konda and Oshie Development Associations, presidents and chairpersons of the WMCs. Indications: signed list of elected member of the WMCs with NICs and telephone numbers, report on WMCs trainings and 6 copies of the I&R.	LS	3		
902	Supply of a complete tool box and spare parts (List of tools and spare parts to be obtained at the Divisional Delegation of MINEE MOMO). Equipment to be officially handed to the Chairman of the WMC by the Divisional Delegate of MINEE during the Provisional Reception.	LS	3		
	SUB TOTAL 900.....				
TOTAL EXCLUDING TAXES					
VAT (19.25%)					
AIR (2.2%)					
TOTAL INCLUDING TAXES					
NET TO BE PAID					

<i>Lot :</i>					
SUB-DETAIL OF PRICE N°:					101
DESCRIPTION OF ACTIVITY ON					
Prix N°:	Daily output		Total Quantity:	Unit:	Duration of activity (Days):
	CATEGORY	NUMBER	Daily Salary	Paid Man-day	Amount
A - PERSONNEL					
	<i>TOTAL A</i>				
	TYPE	NOMBER	Daily rate	Days billed	Amount
B - EQUIPMENT					
	<i>TOTAL B</i>				
	TYPE	UNIT	Unit price	Consumption	Amount
C - MATÉRIALS					
	<i>TOTAL C</i>				
<i>D</i>	<i>TOTAL DIRECT COST</i>		A+B+C		
<i>E</i>	<i>GENERAL SITE RISK</i>		10%	D x 10%	
<i>F</i>	<i>GENERAL HEAD OFFICE EXPENSES</i>		5%	D x 5%	
<i>G</i>	<i>COST PRICE</i>		(D+E+F)		
<i>H</i>	<i>RISK + PROFIT</i>		10%	G x 10%	
<i>I</i>	<i>BID PRICE EXCLUDING TAXES</i>		(G+H)		
<i>J</i>	<i>UNIT PRICE EXCLUDING TAXES</i>		(I/Qty)		

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IMPUTATION: _____

PART 09
ANNEXES

REPUBLIC OF CAMEROON
Peace – Work – Fatherland
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NORTH WEST REGION
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MITIGATION OF RISKS CLAUSES ON THE ENVIRONMENT

DEFINITION

These standard clauses constitute the Environmental Regulations relating to the construction works contracts and which will have to be inserted in the tender documents of the enterprise.

Thus, every enterprise pre-selected for a works contract will have to implement not only measures aimed at mitigating the socio-environmental impacts of the micro-projects but also environmental and social clauses outlined below. It should be stressed that these clauses apply to all types of micro-projects, the enterprise as well as all sub-contractors or dealers.

These measurements include:

- *A reduction in the raising of dust particles at the work site in order to protect the health of the beneficiary population and site workers, by regular watering of the site, or the adoption of an appropriate calendar;*
- *A Reduction in sound (noise) effects due to the movements of the equipment and machines within the construction site;*
- *Non obstruction of the existing rivers by works, or the deposit of waste in the river channel;*
- *Putting in place a management plan for oils, fuel, lubricants and other dangerous products. This plan will have to include the recuperation of the above mentioned products and their transfer to specialized companies for treatment;*
- *Automatic stop of works in the event of discovering of an archaeological or historical artefact, then report immediately to the services of the Ministry of Culture;*
- *Prohibition to transport or drive out game, hunting and non timber forest products by the personnel of the building site;*
- *Put at the disposal of the working site adequate equipment for potable water and domestic use water;*
- *Priority recruitment for local labour, as well as the use of local materials;*
- *Putting of warning Signs (sign boards) at building site during and after work; putting speed limits warning signs as well in order to protect the safety and health of the resident population and of site workers;*
- *The wearing of appropriate equipment & attire (e.g work clothes) by site workers.*
- *Restoring (putting back to its original nature) gradually installations at building site at the end of works;*
- *Organizing information and sensitizing campaigns for site workers and the beneficiary populations, on medical risks, risks of accidents, and on the impacts of poaching.*

According to the various phases of work, under the control of contracting authority-Mayor (Council development officer) assisted by the local representatives of the MINEP and the PNDP, the provisions herein will have to be considered or implemented by the contractor.

Article II. Starting of works and sensitization of stakeholders

Before the effective start of works, the company or enterprise must prepare an environmental action plan specifying the whole of environmental measures to be implemented, as well as rules of procedures mentioning in a specific way the safety requirements and in particular the wearing of appropriate equipment (work clothes) and speed limit warning signs. Furthermore, these internal rules and regulations will have to prescribe the prohibition of alcohol consumption during working hours, to transport or hunt game, to abusively use wood for fuel, as well as the sensitization of the personnel on the dangers of the STI/SIDA, the respect of the customs and habits of the populations of the area. These rules must be pasted within the company.

On the other hand, an information and sensitization campaign of the personnel and residents will have thus to be organized beforehand and their attention will have to be drawn to all these aspects, including the calendar of execution, the employment opportunities. In particular, these stakeholders should be informed on the reasons for the choice of the site for the localization of the micro-project as well as the environmental action plan. This sensitization campaign will have to be re-lunched during the execution of the work.

Article III. Setting up a building site

a) Localization

The importance of setting up a site is determined by the volume and the nature of work to be realized, the number of workmen or labourers, the number and the type of machines. The plan of setting up a building site will have to take into account management and protection measures.

In this regard, the selected site must be at a distance from at least:

- 50 m off the road.
- 100m off a lake or river.
- 100m off habitation (dwelling);

The site will have to be selected in order to limit clearing, the pulling up of shrubs or bushes and the demolition of the trees. The valuable trees will be preserved and protected.

The site must be selected away from sensitive zones particularly the marshy zones, the wetlands, sacred zones and the hillsides. Lastly, the site should envisage an adequate Water drainage on the whole of its surface

b) **Equipment**

The office and housing area in the working site for the personnel must be equipped with sanitary facilities (latrines, septic tanks, absorbing wells, wash-hand basins and showers) according to the number of the work force. The water tanks (reservoir) will have to be installed and the quantity of water must be adequate with the needs. Adequate drainage must protect the installations.

c) **Management of solid waste and liquids**

Receptacles (*containers*) to receive waste are to be installed near the various installations. These receptacles are to be emptied periodically and the waste deposited in a garbage can for recuperation by the Council or in a dumping pit. This pit must be located at least 100m from the installations and in case of a river at least 150m away. At the end of work the pit is to be filled (restored) with soil up to the level of the original soil.

The pads (apartments) for servicing and washing of the machines will have to be concreted and equipped with a sump - *container into which a liquid that is not needed can flow*) for recuperation of oils and greases. Worn oils or drainage oil are to be stored in barrels and kept in a secured place while waiting to be moved to a specialized centres for treatment. It is the same process for oil filters, batteries and other toxic waste.

Article IV. Recruitment of the site workers, health and safety

The contractor is expected to make use of in the most possible way local labour in the area or zone where work is to be realized or executed. Failing to find the qualified personnel on the spot, he is authorized to recruit labour in the wider working area.

Apart from the training and information for the personnel on the aspects mentioned above (point 1), the contractor must provide his workmen with the necessary safety and adequate equipment, according to the duty post – anti-dust to prevent dust particles, anti-noise helmet, safety shoes, boots, glove, glasses etc.

During the works, mobile and fixed signs or notice will be put in place in order to ensure the safety of the staff and resident population. The company or enterprise will carry out routine watering of the site in order to limit dust particles. He will also take care of the speed limits of the various vehicles and machines (less than 40 Km/h). In the same way, he will have to take care that all the temporary deviations are identified in collaboration with the resident population, and the deviations do not affect the sensitive zones.

Article V. Opening up and exploitation of quarries and borrowed zones

a) **Opening up and exploitation:**

The opening up and the use of quarries are regulated by:

- Law 64/LF/3 of April 6, 1964;
- Decree 64/Lf-163 of May 26, 1964,
- Ordinance 74/2 of July 6, 1974,
- Law 76/14 of July 8, 1976 modified and supplemented by that of N0 90/021 of August 10, 1990,
- Decree 88/772 of May 16, 1988 modified by decree 89/674 of April 13, 1989,
- Decree 90/1477 of November 9, 1990.

The quarries exploited on the public lands are subjected to authorization. The quarries exploited on private lands are subjected to declaration.

The contractor will have to ask the authorizations envisaged by the texts and for payments in force and will take responsibility for all his related expenses, including the expenses for an eventual compensation of the owner or proprietor.

The contractor will have to present a programme (Plan) for exploitation of the quarry according to the volume to be extracted for works and the reserves.

If the exploitation of the quarry requires noise (*sound, blast*), the residents should consult the exploitation schedules, and the generated noise will not have to exceed 90 decibels at the level of the residents.

The spot for quarry deposits will have to be selected so as not to obstruct the run-off water and will have to be protected from erosion. The contractor will have to obtain controller's approval for the quarry deposits spot.

b) Bringing back the site to initial or original state (Restoration of the site) & withdrawal from the site

At the end of works, the site will have to be brought back to its initial or original state. In this regard, installations necessary hereafter will have to be carried out:

- The adjusting of opening materials, then the levelling of the site and in particular levelling of the top soils in order to facilitate the infiltration of water, re-planting of grass and trees as the case may be,
- Restoration of the former natural flows,
- Removal of the dilapidated aspect of the site,
- Fitting up (either through re-filling) of pits in order to avoid the erosion of the degraded soil,
- Restoration of the pit and recuperation of surface waters and conservation of the slope, if the quarry or the borrowed zone can be used for other uses - livestock, playgrounds for the inhabitants, etc.

As regards the working site, the contractor will complete all necessary work to restore the site (bringing the site to its original state). The contractor will have to take away all his material & machines. He is not supposed to abandon any equipment nor materials on the site, or at the surroundings, without prior notice of the controller. This restoration of the site relates to all its deviations and contours (e.g. foot paths etc) set up during the works.

It is desirable that the sites should be restored in a progressive way.

Article VI. Clearing of undergrowth and pruning

Clearing of undergrowth and pruning of the immediate surroundings of the work in order to improve on the sunning conditions of the earth roads and also to improve on the visibility.

As regards pruning, all the branches overhanging the platform will be cut vertically passing by the clearing limit. All the trees will be cut down overhanging the immediate surroundings and threatening to fall on the work or to impede circulation after a tornado.

The question on clearing of the undergrowth consists of cutting at ground level without uprooting the vegetation.

All trees and shrubs at the entrance and exit of the works (bridges, etc.) will be uprooted so as to facilitate the running of water and to facilitate the regular inspections of the works.

Lastly, it is requested from the contractor to identify as from the starting of works, the buyers (middlemen) of the aforementioned waste among the residents (fodder for the cattle, for construction, fuel wood, etc). It is prohibited in the areas of the Extreme North and North to burn on the spot wastes vegetation that have been cut.

For other regions, if the burning of waste is authorized by the Controller, the contractor must take additional precautions by increasing for example the width of the safety belts around waste to burn, and prevent the residues from being an obstacle to the running off of water.

Article VII. Management of water Resources

The contractor will have to avoid any conflict which can result from the use of water resources, in particular in the Northern regions of Cameroon.

Thus, for these water needs or requirements (watering of area around the works), the taking away, will have to be done after obtaining the necessary authorization from the competent services (Regional Delegation of Public Works) and in consultation with the beneficiary populations.

In any case, the company or enterprise will have to avoid taking away important items in seasonal rivers, likely to stop the water satisfaction needs of the residents or beneficiary population. In addition, he will have to avoid intervening in sensitive zones; avoid introducing various pollutants resulting from washing or draining of vehicles oil and machines. Lastly, he will not have to undertake the installation of equipment that can stop the flowing of rivers, without prior notice of the competent Services.

Article III. Compensation for the damages caused to third parties

It can happen that the company hurts an individual in a deliberate or accidental manner (destruction of crops, habitat, etc). If this wrong is not taken into account by the project owner or contracting authority, it will have to be compensated with the expenses from the company and satisfactorily to the party. On the other hand, he will have to issue a certificate of compensation to him, in order to avoid any other later complaints.

REPUBLIC OF CAMEROON

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MINISTRY OF DECENTRALIZATION AND
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REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

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ET DU DEVELOPPEMENT LOCAL
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FOR THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME,
REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA
NETWORKS IN NJIKWA MUNICIPALITY, MOMO DIVISION, NORTH
WEST REGION.

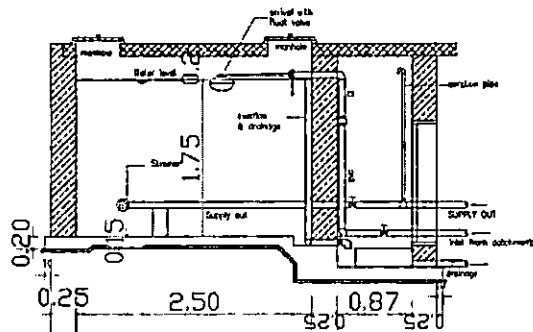
PROJECT OWNER: THE MAYOR OF NJIKWA COUNCIL





FUNDING: MINEE PUBLIC INVESTMENT BUDGET
2021 Financial Year

AUTHORIZATION N°: ++++++

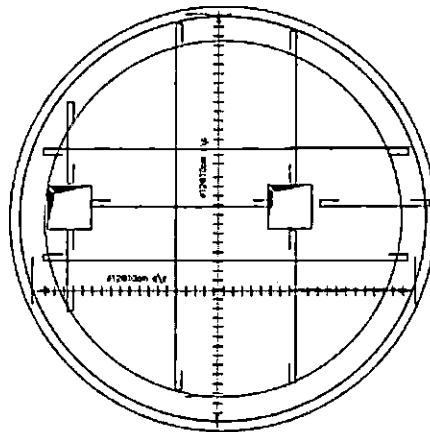
IMPUTATION: _____

TECHNICAL DRAWINGS

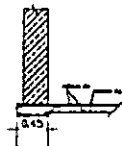


- LEGEND**
-  STONE MASONRY WALLS
 -  REINFORCED CONCRETE
 -  STONE MASONRY WALLS
 -  LEAN CONCRETE

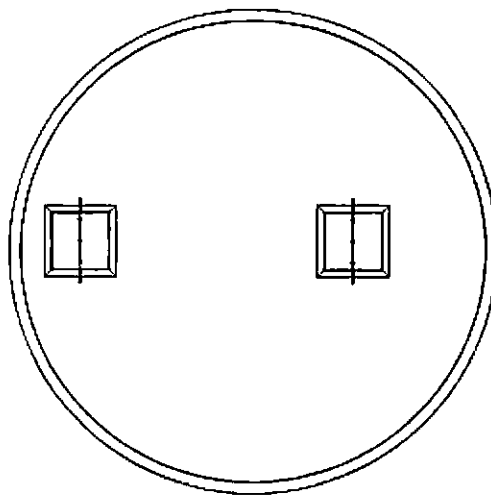
SECTION A-A



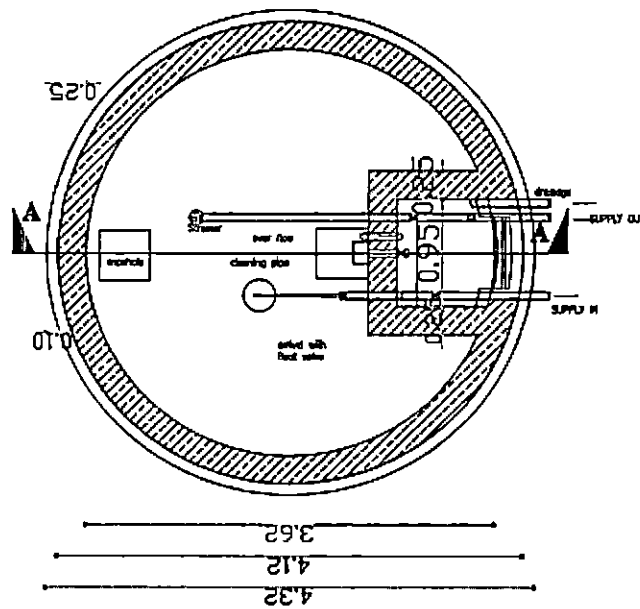
ROOF SLAB REINFORCEMENT



REINFORCEMENT FOUNDATION

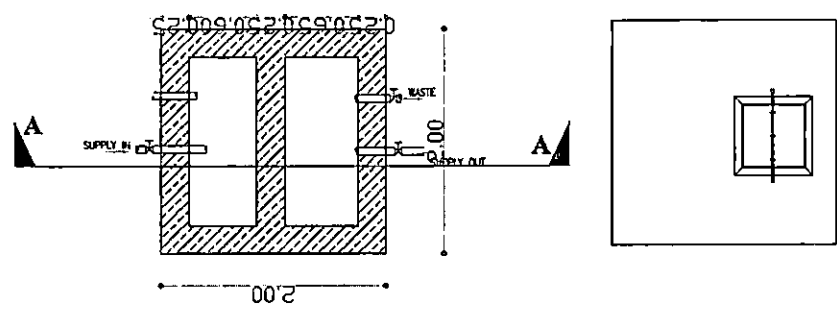


PLAN VIEW



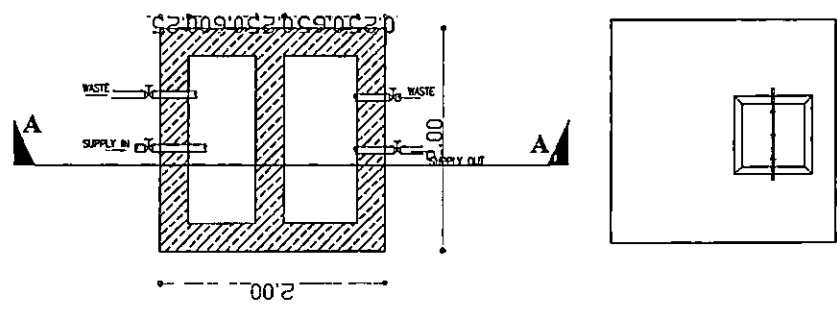
HORIZONTAL SECTION

CATCHMENT

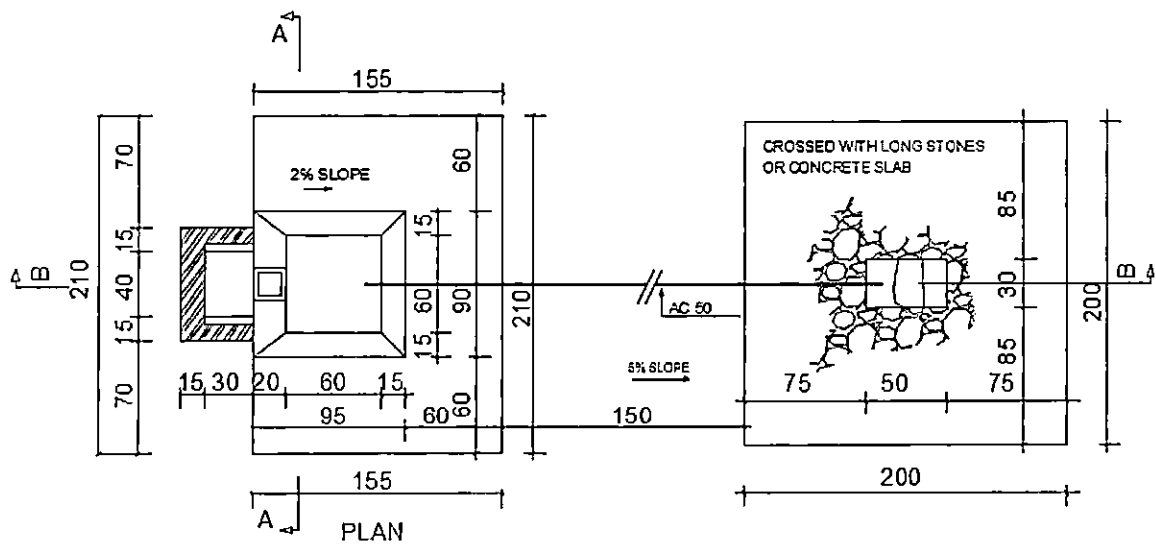
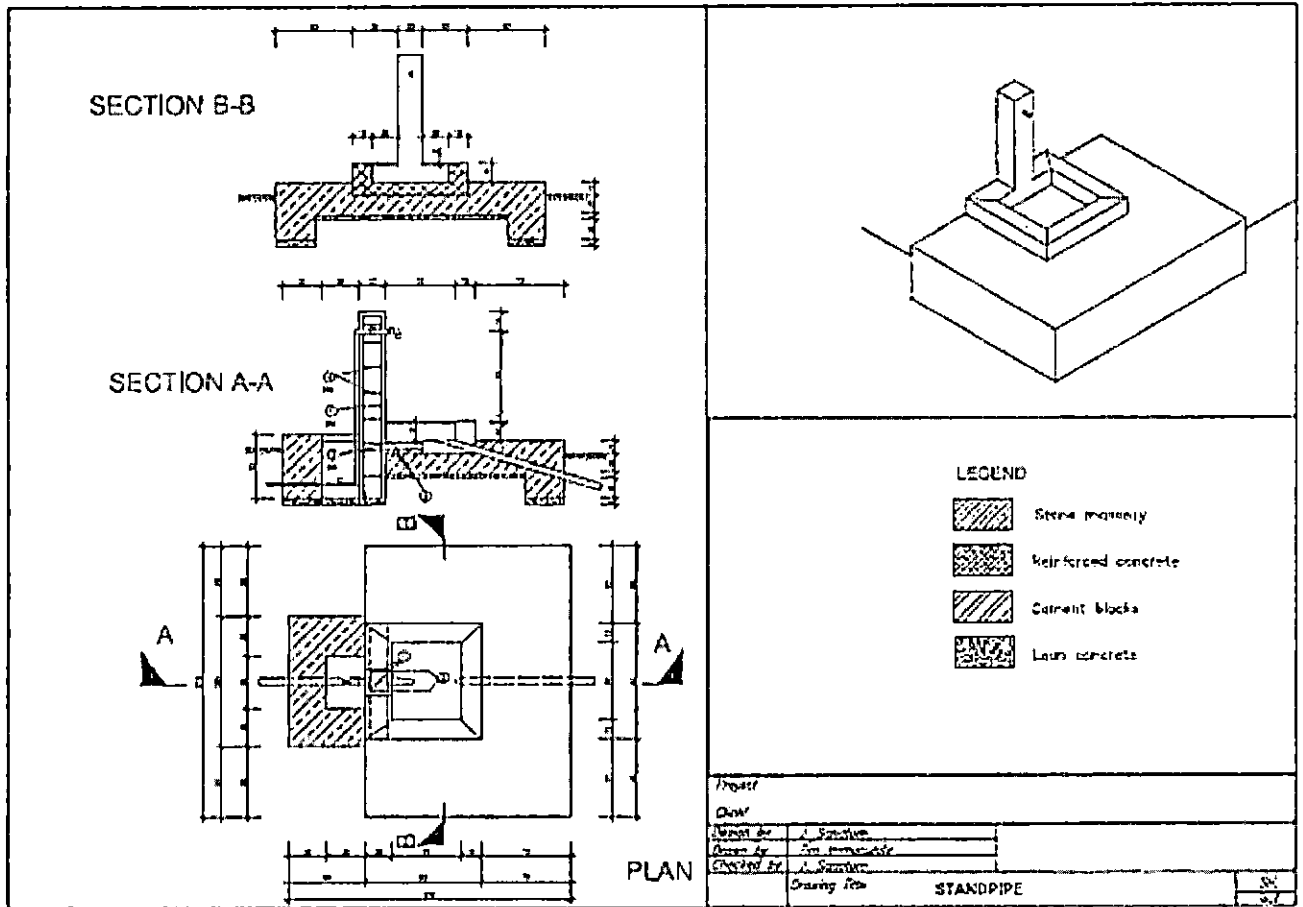


PLAN

CATCHMENT



PLAN



Dimensions for stand tap

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No. 03/ONIT/MINDDEVEL/NCITB/NJIKWA COUNCIL/2021 OF 25/02/2021
FOR THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME,
REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA
NETWORKS IN NJIKWA MUNICIPALITY, MOMO DIVISION, NORTH
WEST REGION.

PROJECT OWNER: THE MAYOR OF NJIKWA COUNCIL

FUNDING: MINEE PUBLIC INVESTMENT BUDGET
2021 Financial Year

AUTHORIZATION N°: ++++++

IMPUTATION: _____

MODEL OF UNDERTAKING

COMPANY LETTER HEAD

Undertaking by the Bidder

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

After having read and taken note of all the parts of the Open
National Invitation to Tender

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REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA
NETWORKS, NJIKWA MUNICIPALITY, MOMO DIVISION, NORTH WEST
REGION. SINGLE LOT.**

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

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

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

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

I declare moreover that I remain committed by the present tender during a one hundred and twenty (120) days deadline as from the date of opening of the bids.

Done in.....on the

The CONTRACTOR (Signature and seal)

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PROJECT OWNER: THE MAYOR OF NJIKWA COUNCIL

FUNDING: MINEE PUBLIC INVESTMENT BUDGET
2021 Financial Year

AUTHORIZATION N°: ++++++

IMPUTATION: _____

MODEL BID BOND

BID BOND

Reference of the guarantee: N° _____

Invitation to tender N° _____

We understand that _____ (hereinafter called "the bidder"), has submitted his bid on _____

FOR THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME, REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA NETWORKS, NJIKWA MUNICIPALITY

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

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

The conditions of this commitment are as follows:

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

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

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

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

Signature and stamp of the Guarantors

Date _____

Address _____

REPUBLIC OF CAMEROON

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WEST REGION.

PROJECT OWNER: THE MAYOR OF NJIKWA COUNCIL

FUNDING: MINEE PUBLIC INVESTMENT BUDGET
2021 Financial Year

AUTHORIZATION N°: ++++++

IMPUTATION: _____

MODEL PERFORMANCE GUARANTEE

LETTER HEAD

PERFORMANCE GUARANTEE

CONTRACT No. **0X/ONIT/MINDDEVEL/NCITB/2021**

We understand that _____
(hereinafter called "the contractor"), has engage pursuant to
Jobbing Order No. ____/JO/ONIT/MINDDEVEL/NCITB/NJIKWA
COUNCIL/2021 awarded after an open national invitation to tender
No. **03/ONIT/MINDDEVEL/NCITB/NJIKWA COUNCIL/2021 OF 25/02/2021**
FOR THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME,
REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA
NETWORKS, NJIKWA MUNICIPALITY.

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

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

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

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

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

Signature and seals of the Guarantors

Date _____

Address _____

REPUBLIC OF CAMEROON

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NETWORKS IN NJIKWA MUNICIPALITY, MOMO DIVISION, NORTH
WEST REGION.**

PROJECT OWNER: THE MAYOR OF NJIKWA COUNCIL

FUNDING: MINEE PUBLIC INVESTMENT BUDGET
2021 Financial Year

AUTHORIZATION N°: ++++++

IMPUTATION: _____

MODEL GUARANTEE FOR ADVANCE PAYMENT

Guarantee Advance Payment

Bank _____

Reference of the guarantee: N° _____

Contract N° _____

To the (Delegated Contracting Authority),

Company _____

We, Bank _____ were informed that the The Lord Mayor of Njikwa Council acting as the Delegated Contracting Authority and acting as a Contractor, have concluded a contract

FOR THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME, REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA NETWORKS, NJIKWA MUNICIPALITY.

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

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

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

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

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

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

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

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

Signature and seals of the Guarantors

Date _____

Address _____

REPUBLIC OF CAMEROON

Peace - Work - Fatherland

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PROJECT OWNER: THE MAYOR OF NJIKWA COUNCIL

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2021 Financial Year

AUTHORIZATION N°: ++++++

IMPUTATION: _____

TENDER SPECIMEN FORM

COMPANY LETTER HEAD

TENDER SPECIMEN FORM

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

After having read and taken note of all the parts of the Open National Invitation to Tender No. 03/ONIT/MINDDEVEL/NCITB/NJIKWA COUNCIL/2021 OF 25/02/2021

FOR THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME, REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA NETWORKS, NJIKWA MUNICIPALITY. SINGLE LOT.

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

- Carry out the aforementioned contract in accordance with the conditions of the Special regulations of the Invitation to tender, the special Technical specifications and the special Administrative Clauses, at the prices indicated in the schedule of Unit Prices, quantitative estimate, for the total amounts of the bid in francs CFA :
 - In Letter and figure (including all taxes): _____
 - In Letter and figure (VAT 19, 25%): _____
 - In Letter and figure (HT): _____
- To pay the forwarding costs of the contractual parts;
- Begin work in seven (7) days maximum and to carry out the contract in four (04) months as from the date of notification of service order to start work.

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

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

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

I declare moreover that I remained committed by the present tender during a one hundred and twenty (120) days deadline as from the date of opening of the bids.

Done in.....on the

The CONTRACTOR (Signature and seal)

REPUBLIC OF CAMEROON

Peace – Work – Fatherland

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2021 Financial Year

AUTHORIZATION N°: ++++++

IMPUTATION: _____

MODEL OF PLANNING OF WORK EXECUTION

PLANNING OF WORK EXECUTION

OPEN NATIONAL INVITATION TO TENDER:

No. 03/ONIT/MINDDEVEL/NCITB/NJIKWA COUNCIL/2021 OF 25/03/2021

N°	DESCRIPTION	Duration	FIRST MONTH				SECOND MONTH					THIRD MONTH				
			1	2	3	4	5	6	7	8	9	10	11	12	13	14
Lot 100	PRELIMINARY WORKS															
101																
102																
Lot 200	SURFACE DRESSING/ EARTH WORKS															
201																
202																
203																

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FUNDING: MINEE PUBLIC INVESTMENT BUDGET
2021 Financial Year

AUTHORIZATION N°: ++++++

IMPUTATION: _____

OTHER DOCUMENTS

EVALUATION SHEET

GRADING SCHEME – TECHNICAL FILE

ENTERPRISE: _____

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
A WORKS DIRECTOR				
1	Attestation of presentation of original of diploma and Certified true copy of National Identity Card if not no notation of N°A			
2	Certified true copy of diploma, professional experience, C V dated and signed and Attestation of availability dated and signed			
B SITE FOREMAN				
1	Attestation of presentation of original of diploma and Certified true copy of National Identity Card if not no notation of N°B			
2	Certified true copy of diploma, professional experience, C V dated and signed and Attestation of availability dated and signed			
C TEAM LEADER: Road works				
1	Attestation of presentation of original of diploma and Certified true copy of National Identity Card.			
2	Certified true copy of diploma and professional experience			
3	C V dated and signed and Attestation of availability dated and signed			
D TEAM LEADER: Building works				
1	Attestation of presentation of original of diploma and Certified true copy of National Identity Card.			
2	Certified true copy of diploma and professional experience			
3	C V dated and signed and Attestation of availability dated and signed			
TOTAL			/04 YES	

I - PERSONNEL

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

II - REFERENCES

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
A 02 References in the road or public works or rural engineering with justification (amount all taxes inclusive).				
1	First project			
2	Second project			
TOTAL			/02YES	

III -EQUIPMENT

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
1	Proof of ownership or rental of a vehicle (Pick up 4 x 4 & truck) in good operating condition with a current visite technique and a carte grise certified by the services of MINTRANSPORT			
2	Proof of ownership of a compactor and manual compactor in good operating condition, and of building hand tools in good operating condition.			
TOTAL			/ 03 YES	

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

IV – METHODOLOGY OF INTERVENTION AND WORK EXECUTION

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
A- ACKNOWLEDGEMENT OF SITE AND PRESENTATION OF THE COMPANY				
	Attestation of site visit and site visit report			

	Project site layout plan with comments ¹			
	Illustration of the map of the area with key ²			
	Organizational chart of the enterprise with comments			
	Organizational chart of the building construction site with comments ³			
B-	ACKNOWLEDGEMENT OF TECHNICAL SPECIFICATIONS AND PLANNING OF WORKS AND EXECUTION DATE LINE			
	A copy of CCTP (Special Technical Specification).duly initialed on each page, signed by the enterprise and dated on the last page.			
	Planning of work execution with comments ⁴			
	Installation: Origin of materials			
	Description of deployment of team			
C-	BUILDING CONSTRUCTION MATERIAL TESTS & METHODOLOGY OF EXECUTION OF WORKS			
	Description of tests on sand, gravel, cement and reinforcement. (steel rods)			
	Description of tests on mortar, blind concrete and reinforced concrete			
	Proper description of the methodology of execution of works ⁵			
	Description of health /safety /socio-economic and environmental measures at the building site			
	Description of the application of the HIMO approach			
	Description of maintenance measures during the guarantee period			
D	BUILDING CONSTRUCTION FINISHES			
	Pointing: General guidelines for pointing of surfaces.			
	Tarring: General guidelines for tarring and surface finishing.			
	TOTAL			/ 4YES

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

V- SELF FINANCING CAPACITY

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

VI- GENERAL PRESENTATION OF THE BIDS

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
1	Presence, clearness of all documents, presentation of document in the order given in this tender and properly bound, Table of contents, pages numbered and separators in a colour apart from white, quality of document.			
	TOTAL			/ 1 YES
TOTAL : GENERAL GLOBAL TECHNICAL NOTE				/15 YES

VERIFICATION OF THE ADMINISTRATIVE DOCUMENTS

¹ According to the existing site proposed during site visit and must carry the project's name.

² Here is the existing elements on the spot and some other ones all round including roads and must be well materialized.

See the model of planning of work execution attached.

³ It must be accepted only if it takes into consideration all the aspect of the work to carry out and the relationship between them for a better analyzing and understanding of the project (according to the estimates).

	ENTREPRISE :	YES	NO
01	Undertaking by bidder stamped, signed and dated in conformity with the model attached		
02	Attestation of non-bankruptcy dating less than 3 months, issued by the Competent jurisdiction		
03	Attestation of domiciliation of Bank account of the bidder issued by a bank or any other first-order credit institution approved by the Ministry in charge of finance.		
04	Bank guarantee(of the same bank) on the list of banking institutions of first order approved by the Ministry in charge of finance, for an amount in francs CFA of 894 200 <u>FCFA</u> .		
05	Treasury Receipt of purchase of the tender file, as stipulated in the notice of call for tender.		
06	Attestation of C.N.P.S, valid and for the tender concern		
07	A non-exclusion certificate attesting that the bidder is not the subject of a temporary or permanent exclusion from public contracts, dated at most 3 months and issued by ARMP		
08	An attestation of the bidder's fiscal obligations signed by the competent Taxation authority dated at most 3 months.		
09	An attestation of non-indebtedness signed by the Director or the head of the tax centre.		
10	A Certified copy of taxpayer card valid, dated at most 3 months		
11	Attestation of site (visit with at least three (03) pictures)		
12	Plan and attestation of localization signed by the taxation authorities.		
13	CCAP completed and initialed on all the pages		
	General observation		

MODEL ATTESTATION SITE VISIT

COMPANY LETTER HEAD

ATTESTATION OF SITE VISIT

I _____ undersigned _____ acting
as _____, of Nationality CAMEROONIAN, and residence in
_____, bearer of NIC N° _____,

After having read and taken note of all the parts of the Open National Invitation to Tender
No. 03/ONIT/MINDDEVEL/NCITB/NJIKWA COUNCIL/2021 OF 25/02/2021
FOR THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME,
REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA
NETWORKS, NJIKWA MUNICIPALITY. SINGLE LOT.

I visited, inspected and gathered all relevant information concerning the project site, declare to have appreciated and under my responsibility, the project site configuration, the various difficulties related to the execution of the works.

I undertake and engage to execute the works on the site indicated/inspected without any claims as concern the site configuration in conformity to contractual clauses and construction norms/techniques and further technical instructions that shall be given for the quality physical execution of the works of which I present my offer.

En foi de quoi, la présente attestation de visite de site est établi pour valoir et servir ce que de droit.

IN TESTIMONY WHEREOF, this present site visit attestation is established by the enterprise to serve wherever and whenever necessary.

Date

Signature

PERSONNEL FORM

POST	Number	NAMES SURNAMES	AGE	FORMATION	DATE OF RECRUITEMENT	EXPERIENCE IN THE BUILDING SECTOR (AT LEAST 5 YEARS)	OBSERVATIONS
Works Director							
Site foreman							
Team leaders							

EQUIPMENT

N°	Designation	Marque	Capacity	Age	Present state	Proprietor	Localisation
1							
2							
3							
4							
5							
6							
7							
8							
9							

Annexe photocopies d'immatriculation

REFERENCES

(Join copies of PV of reception)

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

References of the enterprise/Annual turnover

Enterprise :
statistique :

Registre de commerce :

Siège social :

N°

	Building	hydraulics	roads	Divers	TOTAL
TURN OVER 2018	MioCFA	MioCFA	MioCFA	MioCFA	MioCFA
principal works					
TURN OVER 2019	MioCFA	MioCFA	MioCFA	MioCFA	MioCFA
Principal Works					
TURN OVER 2020	MioCFA	MioCFA	MioCFA	MioCFA	MioCFA
principal works					

REPUBLIC OF CAMEROON

Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND
LOCAL DEVELOPMENT
NORTH WEST REGION
MOMO DIVISION
NJIKWA COUNCIL



REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

MINISTERE DE LA DECENTRALISATION
ET DU DEVELOPPEMENT LOCAL
REGION DU NORD OUEST
DEPARTEMENT DE LA MOMO
COMMUNE DE NJIKWA

E-Mail: njikwacouncil1995@gmail.com

**JOBING ORDER No. ___/JO/ONIT/MINDDEVEL/NCITB/NJIKWA
COUNCIL/2021**

**AWARDED AFTER AN OPEN National INVITATION TO TENDER
No. 03/ONIT/MINDDEVEL/NCITB/NJIKWA COUNCIL/2021 OF 25/02/2021
FOR THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME,
REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA NETWORKS,
NJIKWA MUNICIPALITY, MOMO DIVISION, NORTH WEST REGION.**

CONTRACTOR:

BP.....

Tel.

Fax.

TAX PAYER'S N°.....

BANK ACCOUNT N°.....

**SUBJECT: FOR THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME,
REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA NETWORKS,
NJIKWA MUNICIPALITY.**

PLACE OF EXECUTION: KONDA AND OSHIE, NJIKWA MUNICIPALITY

EXECUTION DEADLINE: FOUR (04) MONTHS

AMOUNT:

AMOUNT FCFA	TOTAL AMOUNT
ALL TAXES INCLUSIVE	
HTVA	
VAT (19, 25%)	
A.I.R (2,2% OR 5.5%)	
NET TO BE PAID	

**FUNDING: PUBLIC INVESTMENT BUDGET MINEE
2021 Financial Year**

SUBSCRIBED ON : _____

SIGNED ON : _____

NOTIFIED ON : _____

REGISTERED ON : _____

BETWEEN:

The Government of the Republic of Cameroon, represented by the The Lord Mayor of Njikwa Council, hereinafter referred to as the "The Delegated Contracting Authority"

ON THE ONE PART

AND :

CONTRACTOR:

BP.....

Tel.

Fax.

TAX PAYER'S N°.....

BANK ACCOUNT N°.....:

Represented by so Hereinafter referred to as the "Contractor"

ON THE OTHER PART

IT IS HEREBY AGREED AND ORDERED AS FOLLOWS:

**JOBGING ORDER No. ___/JO/ONIT/MINDDEVEL/NCITB/NJIKWA
COUONCIL/2021**

**AWARDED AFTER AN OPEN National INVITATION TO TENDER
No. 03/ONIT/MINDDEVEL/NCITB/NJIKWA COUNCIL/2021 OF 25/02/2021
FOR THE CONSTRUCTION OF THE NJINIKAN WATER SCHEME,
REHABILITATION/EXTENSION OF THE AZANI AND BACHAZA NETWORKS,
NJIKWA MUNICIPALITY, MOMO DIVISION, NORTH WEST REGION.
SINGLE LOT**

CONTRACTOR:.....

EXECUTION DEADLINE: FOUR (04) MONTHS

AMOUNT:

MONTANT FCFA	MONTANT TOTAL
TTC	
HTVA	
TVA (19,25%)	
A.I.R (2,2% OR 5.5%)	
Net à Mandater	

Read and approved by the contractor

Njikwa, the _____

**Signed by the Mayor of Njikwa Council,
Delegated Contracting Authority**

Njikwa, the _____

REGISTRATION

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

BANKS

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

II- Insurance companies

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

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