

REPUBLIC OF CAMEROON
Peace - Work - Fatherland
MINISTRY OF TERRITORIAL
ADMINISTRATION AND DECENTRALIZATION
NORTH WEST REGION
MOMO DIVISION
NGIE SUB DIVISION
ANDEK COUNCIL
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REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie
MINISTERE DE L'ADMINISTRATION
TERRITORIALE ET DE LA DECENTRALIZATION
REGION DU NORD OUEST
DEPARTEMENT DE LA MOMO
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ANDEK COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER, EMERGENCY PROCEDURE
N° 16 /ONIT/MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022 OF 21/02/22
FOR THE CONSTRUCTION OF A BOREHOLE FOR WATER SUPPLY AT
BONATIN , MOMO DIVISION,
NORTH-WEST REGION.

PROJECT OWNER: THE MAYORS OF ANDEK COUNCIL

FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercice 2022

PART 01
AVIS D'APPEL D'OFFRES/TENDER NOTICE

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ANDEK COUNCIL INTERNAL TENDERS BOARD

"Open National Invitation to Tender, Emergency Procedure"
 ANIT/MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022 of 21/02/22
 FOR THE CONSTRUCTION OF A BOREHOLE FOR WATER SUPPLY AT BONATIN, MOMO
 DIVISION, NORTH-WEST REGION.

FUNDING : PIB MINADER 2022

Lot:	Name of project	Amount of project	Amount of bid bond	Cost of tender file :
1	Construction of a Borehole for Water Supply at BONATIN	8 000 000F CFA	160 000 CFA	13 600 CFA

1. Subject of the invitation to tender

The Mayor of Andek council, the Contracting Authority, hereby relaunches an open national invitation to tender by emergency procedure for the construction of a Borehole for Water Supply at BONATIN, MOMO Division, North-West Region in a single lot.

NR: Bidder can only be awarded one lot.

2. Work consistency

3.

The works include the following:

- I Preparatory works - Site installation
- II Drilling with a flow rate $\geq 1.00 \text{ m}^3 / \text{h}$ all suggestions included
- III Equipment-Development
- IV Superstructure and dewatering means
- V Animation

3. Participation

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

4. Financing

The works, subject of this invitation to tender, shall be financed by the Public Investments Budget MINADER 2022.

5. Consultation of the tender file

The tender file may be consulted at the Andek Council 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 General Secretariat of the Andek council upon presentation of a non refundable treasury receipt of 13 600 FCFA (thirteen thousand six hundred) 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 the Andek Council not later than 23/02/22 at 10 a.m local time and should carry the inscription:

"Open National Invitation to Tender, Emergency Procedure"
N° 01/ONIT/MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022 of 21/02/22
For the construction of a Borehole for Water Supply at The Market Square Andek, MOMO
Division, North-West Region.

«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 23/03/22 at 11a.m in the Conference Hall of the Anek Council by the competent tender 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 twenty (20) days for the submission of their bids with effect of the publication of the tender notice.

12. Execution deadline

The maximum execution deadline shall be three (02) 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 160 000 (one hundred and sixty 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;
- Absence of a document in the administrative file;
- Any company having a 2021 project, notified to commence in 2021 and which has not yet been received;
- 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 Two millions seven hundred, (2 700 000) F CFA,
- Any company having a 2021 project, notified to commence in 2021 and which has not yet been received;
- 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.
- Modification of the model break down unit price attached.

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.	05
03	Technical and material affected to the project: The company should justify the property of the necessary material to the execution of works.	01
04	Reference of the enterprise: <ul style="list-style-type: none">▪ Turnover in the past two years;▪ Experience in building and/or civil engineering works	02
05	Presence of the methodology of work execution	05
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 to the dispositions of the tender file and on the basis of the lowest bid and technical quality. (See article 33 of the public contracts code).

16. Period of validity of bids

The bidders shall remain committed to their bids during a period of (ninety) 90 days from the deadline set for the submission of bids.

1. Complementary information

Complementary technical information may be obtained every day during working hours from the General Secretariat of the Andek Council.



21 FEB 2022

The Mayor

Manzelle Sikoba
Professeur des Lycées (Retraité)

Copies:

- ARMP (for publication and archives);
- MINMAP/NW (for filling);
- 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
N°1/AONO/ MINDDEVEL /DRNO/DDMOMO/NGIE-ITB/2022 du 21/02/22
Pour les travaux de construction d'un Forage pour l'Approvisionnement en Eau au Marché
d'Andek, Département du MOMO, Région du Nord-Ouest.

FINANCEMENT : BIP MINADER 2022

Lot	Nom du Projet	Montant du Projet	Montant caution provisoire	Montant d'achat du DAO
01	CONSTRUCTION D'UN FORAGE POUR L'APPROVISIONNEMENT EN EAU AU MARCHE d'ANDEK	8 000 000F CFA	160 000F CFA	13 600 CFA

1.- Objet de l'Appel d'Offres

Le Maire de la comune d'Andek, Autorité Contractante, relance pour le compte de la République du Cameroun, un appel d'offre national ouvert en procédure d'urgence pour les travaux de Construction d'un Forage Pour L'adduction D'eau dans le Département du MOMO, Région du Nord-Ouest en un seul lot:

2.- Consistance des travaux

Les prestations comprennent les opérations suivantes :

- I Travaux preparatoire – Installation du site
- II Forage avec un debit ≥ 1.00 m³ / h avec tout sujestion
- III Equipement-Developpement
- IV Superstructure et drainage
- V Animation

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 d'adduction d'eau et du génie civil en général.

4.- Financement

Les travaux, objet du présent Appel d'Offres, sont financés par BUDGET D'INVESTISSEMENT PUBLIC MINADER, Exercice 2022.

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

Le dossier d'appel d'offres peut être consulté aux heures ouvrables auprès du Scretariat General de la commune d'Andek, 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 d'Andek sur présentation d'une quittance de versement d'une somme non remboursable de 13 600 (treize mille six cent) 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

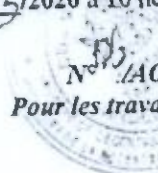
Les documents constituant chaque offre sont repartis en trois(03) volumes ci-après contenus dans une enveloppe fermée et scellée dont :

- 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 Mairie, au plus tard le 23/03/2020 à 10 heures, heure locale et devront porter la mention:

**Appel d'Offres National Ouvert en Procédure d'urgence**
N° /AONO/ MINDEVEL /DRNO/DDMOMO/NGIE-ITB/2022 du 21/02/2022
Pour les travaux de construction d'un Forage Pour L'approvisionnement En Eau Au Marche
D'andek, 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 trois (03) mois et valide le jour de l'ouverture des plis.

10.- Ouverture des offres

L'ouverture des offres aura lieu en un temps le 21/02/22 à 11 heures précises dans la salle des Conférences de la Mairie d'Andek, par la Sous-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 trois (03) 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 160 000 (Cent Sixante milles) 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 2021 notifié pour débiter en 2021 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 Deux millions, sept cent milles (2 700 000) francs CFA.
- Toute entreprise disposant d'un projet de 2021 notifié pour débuter en 2021 et dont la réception provisoire n'a pas encore été prononcée;
- 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 ;
- Modification du model du sous-détail de prix unitaire.

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.	05
3	Moyens techniques et matériels affectés au projet : L'entreprise devra justifier la propriété du matériel nécessaire à l'exécution des travaux.	01
4	Références de l'entreprise : <ul style="list-style-type: none"> ▪ Chiffes d'affaire des deux dernières années ; ▪ Expérience dans les travaux Bâtiment et/ou de Génie Civil : 	02
5	La présence de la Méthodologie d'exécution des travaux	05
06	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 33 du Code des lettre commandes Publics.

16.- Délai de validité des offres

Les soumissionnaires restent engagées par leurs offres pendant une période de quatre -vingt -dix (90) 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 Commune d'Andek.

Ampliations :

- ARMP (pour publication et archivage) ;
- MINMAP/NO ;
- Maître d'Ouvrage concerné ;
- Président CPM (pour information) ;
- Affichage.



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OPEN NATIONAL INVITATION TO TENDER, EMERGENCY PROCEDURE
N°___/ONIT/MINDDEVEL/RDNW/DDMOMO/Ngie-ITB/2022 OF
FOR THE CONSTRUCTION OF A BOREHOLE FOR WATER SUPPLY AT
THE ANDEK MARKET SQUARE, MOMO DIVISION,
NORTH-WEST REGION.

PROJECT OWNER: THE MAYORS OF ANDEK COUNCILS

FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2022

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 Mayor of Andek hereinafter referred to as the Contracting Authority, relaunches an open national invitation to tender in emergency procedure for the execution of the work described in the special clauses of this call for tenders (RFP). It is referred as "the construction work".
- 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 MINADER, Exercise 2022.

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 (PRCT) 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 Contracting authority in writing at the address of the 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 Tenders 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 1: 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 Ninety (90) 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 19: Date and time limits to deposit bids

19.1. Bids must be received at the Premises of the Andek Council at the specific date and time indicated in the Special Regulation for the Invitation too 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 (05%) 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 TERRITORIAL
ADMINISTRATION AND DECENTRALIZATION

NORTH WEST REGION

MOMO DIVISION

NGIE SUB DIVISION

ANDEK COUNCIL
P.O Box 21 Teze-Ngie
Phone: (237) 99 52 00 21 / (237) 77 29 83 40



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie
MINISTRE DE L'ADMINISTRATION
TERRITORIALE ET DE LA DECENTRALIZATION

REGION DU NORD OUEST

DEPARTEMENT DE LA MOMO

ARRONDISSEMENT DE NGIE

COMMUNE D'ANDEK
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ANDEK COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER, EMERGENCY PROCEDURE
N° __/ONIT/MINDDEVEL/RDNW/DDMOMO/Ngie-ITB/2022 OF 05/02/2022
FOR THE CONSTRUCTION OF A BOREHOLE FOR WATER SUPPLY AT THE
ANDEK MARKET SQUARE, MOMO DIVISION, NORTH-WEST REGION.

PROJECT OWNER: THE MAYORS OF ANDEK COUNCIL

FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2022

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 in emergency procedure, supplement or, if necessary, modify the provisions of the RGAO.

Introduction	
1.	<p>Definition of the works:</p> <p>The present jobbing order concerns the construction of a Borehole for Water Supply in The Andek Market Square, MOMO Division, North-West Region. The works shall be executed in a single lot.</p> <p>The description of the detailed work consistency is found in the special technical clauses which form an integral part of this jobbing order.</p> <p>Name and Address of the Contracting Authority : The Mayor of Andek Council</p> <p>Reference of the invitation to tender : N° __/ONIT/MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022 of 05/02/2022</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 03 (three) months.</p>
3.	<p>Funding: Works concerned being subject of this invitation to tender, will be funded by the Public Investment Budget MINADER, Exercise 2022.</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 2021 project, notified to commence in 2021 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 2021 project, notified to commence in 2021 and which has not yet been received; • Absence of the prefinancing capacity of at least Two millions seven hundred thousand, (2 700 000) 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	05
	c. Technical and material affected to the project	01
	d. Reference of the enterprise	02
	e. Presence of the methodology of work execution	05
	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 **160 000**.
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 the bidder's fiscal obligations signed by the competent Taxation authority dated at most 3 months.
9. 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. A certified copy of business license valid, dated at most 3 months
12. **Attestation of site visit** signed by the Principal 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)).
13. **Power of attorney signed by the legal Manager/Director/Director General of the Enterprise or legalized articles of Association.**
14. **The group agreement** if necessary.
15. **Plan and attestation of localization** signed by the taxation authorities.
16. **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, Hydraulics or a Rural works Engineer with **at least 5 years' experience in the domain of civil construction and similar works.**

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

iii. And team leaders

A-Building, GCE O/L Technical in Building construction or its equivalent (CAP Maçonnerie) with **at least 5 years' experience in the domain of civil construction and similar works.**

B-Wood works, GCE O/L Technical in wood works or its equivalent (CAP Menuiserie) with **at least 5 years' experience in the domain of civil construction and similar works.**

C- Electricity works, GCE O/L Technical in electricity works or its equivalent (CAP électricité) with **at least 5 years' experience in the domain of electricity 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, concrete mixer, vibrator 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 in the last two (02) years (2017-2019). The bidder must justify its professional experience by presenting certified true copies of jobbing orders (front and last pages) and minutes of provisional acceptance (2019 projects) or final reception (for 2018 projects) 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 or 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.

Bid currency and settlement	
1.	The value of the contract shall be in national currency (FCFA). The amount of the bid, the unit prices, the Bill of quantities and sub detailed of unit prices shall be entirely in CFA FRANCS in the following manner:
2.	Prices will be entirely settled in CFA FRANCS. Any bidder, who wants to engage expenditures in other currencies for the execution of the work, will indicate in an annex to his submission, the percentage of the amount of the offer required to cover the needs in foreign currencies, without exceeding a maximum of three currencies of Member countries of the institution financing the contract.
3.	The exchange rates used by the bidder to convert its offer in national currency will be the rate of the day of the deposition of the bids. This exchange rate will be applied for any payment in respect of the contract, so that no foreign exchange rate risk is supported by the successful bidder.
	The contract prices are firm and non-revisable.
Preparation and submission of bids	
1.	The bidders shall remain committed to their bidss during a period of (ninety) 90 days from the deadline set for the submission.
2.	Provisional Guarantee (Bid bond): 160 000 (One Hundred and Sixty thousand) FCFA
3.	The bids are for the execution period of 03 months. The evaluation method is specified below and in the General Administrative clauses.

Submission of bids

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 treasury receipt at the Andek Council not later than **25/02/2022 at 10 a.m** local time and should carry the inscription:

***"Open National Invitation to Tender, Emergency Procedure"
N° /ONIT/MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022 of 05/02/2022
For the construction of a Borehole for Water Supply at The Andek Market Square,
MOMO Division, North-West Region.***

«To be opened only during the bid opening session »

Opening of the bids

The opening of the bids will be in one (1) stage. The opening of Administrative, technical and financial documents shall take place on the **04/03/2020** in the conference hall of Andek Council by the competent tenders' board.

Only bidders or their duly mandated representatives with a perfect knowledge of their offer shall attend this opening session.

Representatives of bidders will have to sign a form stating their presence at the opening of tenders.

Clarification on the bids

To better understand the bids, the Divisional tender's board has flexibility to seek for clarification from the bidders. The request for clarification and the response will be done in writing. No change of the offer price will be requested, proposed or authorized.

Examination of bids

The tenders' board shall examine the bids to determine if they are complete, if the required guarantees have been provided, if the documents were produced following the Tender File requirements, whether they contain calculation errors and if the bids are generally in good order. Any calculation errors will be corrected on the following bases:

- If there is a calculation error, the total price will be corrected on the basis of the unit price.
- If there is a contradiction between the price in words and the price in figures, the price in word will govern.
- 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 break down shall govern.

Evaluation and comparison of bids

The technical subcommittee shall evaluate and compare the bids which were previously found substantially responsive to the conditions of the present invitation to tender. This evaluation will exclude and will not take into consideration any price variation clauses included in the submission.

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: Evaluation of the financial file.

Verification of the conformity of the administrative file;

Administrative documents

Eliminatory criteria will focus on the following aspects:

- Incomplete administrative documents;
- Absence of a document in the administrative file;
- Any company having a 2021 project, notified to commence in 2021 and which has not yet been received;
- False declaration or falsified documents.

Technical evaluation

Eliminatory criteria will focus on the following aspects:

- Incomplete or non compliant technical 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 Two millions Seven Hundred Thousands(2 700 000) FCFA;
- Any company having a 2021 project, notified to commence in 2021 and which has not yet been received;
- Technical assessment mark lower than 80% of "Yes

Essential criteria

The non-validation of all the following criteria shall result in a systematic rejection of the offer, that is:

a) The company's references:

Experience of the company, in similar works in the last two (02) years (2019-2021). The bidder must justify its professional experience by presenting certified true copies of jobbing orders (front and last pages) and minutes of provisional acceptance (2021 projects) or final reception(for 2021 projects) and related contracts, and jobbing orders).

(b) Essential equipment

Essential equipment that the contractor should make available for the contract (registration documents, purchase receipt) shall be the following: 4 x 4 pickup vehicle or van for the transportation of personnel and other materials, concrete mixer, and a Vibrator.

C.The qualification of site personnel:

A Works Director having the qualification and experience of at least five years in similar works and volume and occupying the same position to be assigned for *(attached certified copy of certificate of at least a civil, Hydraulics or a Rural Works Engineer or its equivalents, CV, presentation of original and attestation of availability dated and signed by the candidate.*

A site Foreman with the qualification and experience of at least five (5) years in similar works and volume and occupying the same position *(attached a certified copy of certificate at least a Civil /hydraulic or Rural Engineering technicians or equivalents in Civil/hydraulic or Rural Engineering, CV, presentation of original and attestation of availability dated and signed by candidate). Bacc F4 or Advanced Level in civil engineering can also be considered.*

And team leaders.

(d) The methodology of intervention and execution of work:

The company will produce a technical note dated and signed on the last page providing information about:

- i. The mode of execution of the works.
- ii. The planning of intervention, the expected output.
- iii. The supply of materials or 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

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 contractsYes/no.

(b) Equipment

- Proof of a concrete mixer in good operating conditionYes/no.

- Proof of a vibrator in good operating conditionYes/no.

- Proof of a vehicle (Pick up 4 x 4 or van)Yes/no.

- Hand toolsYes/no.

c. Qualification of site personnel

- Organizational Chart of the enterpriseYes/no.

Organizational Chart of site with commentsYes/no.

Works Director: Civil, Hydraulic or Rural Works Engineer

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

- Attestation of presentation of the originalYes/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: Civil/hydraulic 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 originalYes/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 reportYes/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 worksYes/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 worksYes/no.

- Coherence in the organization of the site.....Yes/no.

- Technical proposalYes/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.

	<p>Financial evaluation</p> <p>The financial evaluation shall be based on the corrected amount of the bid. It shall consist of the analysis of the coherence of prices as well as the amounts of the totals.</p> <p>Only bids accepted, in conformity according to the provisions of section 25 of the RGAO, will be evaluated and compared by the Sub-Commission for analysis.</p> <p>By evaluating the bids, Sub-Commission for analysis will determine for each bid the evaluated amount by correcting the amount as follows:</p> <ul style="list-style-type: none"> - By correcting any possible error in accordance with the provisions of article 26 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.
	<p>Award of contract</p> <p>Subject to the clause of article 6 of the present OMPP, the Contracting authority will award the contract to the bidder whose bid has been recognized substantially responsive to the requirement of the Tender File and has submitted the lowest feasible evaluated bid price.</p> <p>A 10% retention guarantee of the amount of the contract all taxes inclusive will be retained. This retention guarantee may be replaced by a bank caution equal to the amount issued by a first rate bank approved by the Ministry in charge of Finance featuring in the annex.</p>
	<p>Site Visit: A site visit is recommended to participating companies in this Tender File</p>
	<p>Performance guarantee: Within fifteen (15) days from the date of notification of the contract, the contractor must provide a guarantee of three percent (3%) of the amount of the contract (all taxes inclusive), to ensure full implementation</p>

REPUBLIC OF CAMEROON
Peace –Work- Fatherland

MINISTRY OF TERRITORIAL
ADMINISTRATION AND DECENTRALIZATION

NORTH WEST REGION

MOMO DIVISION

NGIE SUB DIVISION

ANDEK COUNCIL
P.O Box 21 Teze-Ngie
Phone: (237) 99 52 00 21 / (237) 77 29 83 40



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE L'ADMINISTRATION
TERRITORIALE ET DE LA DECENTRALIZATION

REGION DU NORD OUEST

DEPARTEMENT DE LA MOMO

ARRONDISSEMENT DE NGIE

COMMUNE D'ANDEK
P.O Box 21 Teze-Ngie
Phone: (237) 99 52 00 21 / (237) 77 29 83 40

ANDEK COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER, EMERGENCY PROCEDURE
N° __/ONIT/MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022 OF __/__/2022
FOR THE CONSTRUCTION OF A BOREHOLE FOR WATER SUPPLY AT THE
ANDEK MARKET SQUARE, MOMO DIVISION, NORTH-WEST REGION.

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2022

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 a Borehole for Water Supply at The Market Square in Andek, 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 in emergency procedure, following procedures laid down for the award of public contracts in Cameroon.

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

1- General definitions

- The Contracting authority is **the Mayor of Andek 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 owners are the **MAYORS OF ANDEK 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 project Manager Shall be the **Divisional Delegate of MINADER MOMO**
- The contract engineer is **the Divisional Chief of Section for Rural Engineering and the Improvement of Life in Rural Areas for MOMO** and is responsible for the follow-up of the execution of the contract.
- The beneficiary is the company.

2- Security

In view of the application of the law on collateral prescribed in the Decree n ° 2004/275 of 24 September 2004, the following are designated:

- The authority in charge of ordering payment shall be the **MAYORS OF ANDEK COUNCIL**.
- The body or official in charge of payment shall be the **MUNICIPAL TREASURERS OF ANDEK 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 jobbing order shall be the Project owner, Project manager and the contract engineer.

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 Jobbing order (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 jobbing order 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;
- The Decree N° 2004/275 of 24 September 2004 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;
- Decree N°2012/074 of 08 march 2012 relating to the creation, organization and functioning of the Public Tenders Board;
- Decree N°2012/075 of 08 march 2012 to organize the Ministry of Public Contracts;
- 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 N° 001/C/MINFI of 02/01/2018 on instructions relating to the execution of the finance law, the control and the follow up of the execution of the State Budget, Administrative, Public Establishment, of Councils and State Organizations for the 2020 financial Year;
- Unified Technical Documents (DTU) for building works;
- The Norms in force in the Republic of Cameroon;
- The CCTP;
- Order No 00002/MINEPDED of 08th 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 Manager 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 Contracting Authority and notified to the contractor by the project owner with copies to the 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 or 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 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 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 30 days.

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 payment. 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 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 of 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:

- [100-1.1 and/or - (7.5 or 15%)] paid directly into the account of the contractor;
- 1.1 % 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 88 of Decree No. 2004/275 of 24 September 2004 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 ($1/2000^{\text{th}}$) 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 ($1/1000^{\text{th}}$) 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:

- 0 Preparatory works - Site installation
- I Hydrogeological and geophysical studies of implantation
- II Drilling with a flow rate $\geq 1.00 \text{ m}^3 / \text{h}$ all suggestions included
- III Equipment-Development
- IV Superstructure and dewatering means
- V Animation

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 three (03) 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.

RTICLE 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 the DD of MINMAP 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 Contracting Authority;
- The Contract Engineer;
- 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.

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 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 (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.

CHAPTER V: MISCELLANEOUS PROVISIONS

ARTICLE 39: Termination of the contract (CCAG article 74)

The contract may be terminated as provided for in Article 100 of the Decree 2004/275 of 24/09/2004 of the Public Contracts code and equally under conditions stipulated in articles 74, 75 and 76 of the CCAG, notably:

- Delay for more than fifteen (15) calendar days in the execution of a Service order or unjustified stoppage of work for more than seven (7) calendar days;
- Delay in the execution of work resulting to penalties above 10% of the amount of the contract;
- Default of the contractor;
- Refusal to repeat poorly executed works;
- Persistent non respect of payments on account.

ARTICLE 40: Case of force majeure (CCAG article 75)

40.1 No party to the contract shall be considered as having contravened his contractual obligations if he is prevented from doing so by a force majeure.

40.2 No claims shall be made against the contractor if he fails or delays in the execution of his contract due to cases of force majeure such as:

- Rains : 200 millimetres in 24 hours ;
- Winds : 40 metres per second ;
- Floods: frequent floods.

ARTICLE 41: Disagreements and disputes (CCAG article 75)

Disagreements and disputes during the execution of the contract shall be the subject of an attempt of amicable settlement, where need be, through mediation, in accordance with the provisions of the SAC and subject to the provisions of the Public Contracts Code.

Where the disagreements and disputes cannot be settled amicably, the matter shall be brought before the competent Cameroon jurisdiction, subject to the provisions of the SAC.

ARTICLE 42: Production and dissemination of this present contract.

Ten (10) copies of this present contract shall be produced and multiplied at the expense of the contractor.

ARTICLE 43 and last: Entry into Force of the Jobbing order

This contract shall be valid only upon its signature by the Contracting Authority. It shall enter into force as soon as it is notified to the contractor by the Contracting Authority.

REPUBLIC OF CAMEROON
Peace - Work - Fatherland

MINISTRY OF TERRITORIAL
ADMINISTRATION AND DECENTRALIZATION

NORTH WEST REGION

MOMO DIVISION

NGIE SUB DIVISION

ANDEK COUNCIL
P.O Box 21 Teze-Ngie
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REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE L'ADMINISTRATION
TERRITORIALE ET DE LA DECENTRALIZATION

REGION DU NORD OUEST

DEPARTEMENT DE LA MOMO

ARRONDISSEMENT DE NGIE

COMMUNE D'ANDEK
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ANDEK COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER, EMERGENCY PROCEDURE
N° /ONIT/MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022 OF 05/02/2022
FOR THE CONSTRUCTION OF A BOREHOLE FOR WATER SUPPLY AT THE
ANDEK MARKET SQUARE, MOMO DIVISION, NORTH-WEST REGION.

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2022

AUTHORIZATION N°:

IMPUTATION:

PART 05 SPECIAL TECHNICAL CONDITION (C.C.T.P)

SECTION 0 - SPECIAL TECHNICAL CONDITIONS (STC)

1 - Generalities

Generally the supplied items shall be of durable material manufactured according to the ISO standard system or systems of similar or stronger requirements.

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the Specifications.

Where such standards and codes are national or related to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Indications of physical sizes and measurements shall be considered as minimum sizes, unless otherwise specified.

The Contractor shall ensure that the specifications and all documentation relating to procurement and installation of goods for the project are prepared on an impartial basis so as to promote competitive tendering.

2. Specification of Works

2.1 General

2.1.1 Scope of Works

The Contract is for Siting, Drilling and Construction of a boreholes and for development of the same into equipped with hand pumps and fully finished water abstraction points for the purpose of drinking water supplies to surrounding communities. Thus the Contractor shall be responsible for siting, drilling, installation of casings, gravel pack, grouting, well development, pumping test, construction of aprons, drainage and soak away, and installation of hand pumps.

2.1.2 Borehole Sites and Identification

The contractor will employ a well experienced hydro-geologist with a proven track record in borehole siting and identification for rural water supply project in Cameroon, preferably The Contractor is not allowed to start drilling unless the On-Site Employer's representative has confirmed that the drilling site is located correctly including community agreement on the final location of the borehole site. Drilling sites will be identified with clear markers labeled with a position reference from the geophysical survey. There is no separate payment for borehole siting and it should therefore be priced into the drilling cost.

Fine grained material of silt and fine sand must be taken into consideration in particular during well development and well design (slot size and gravel pack)

A dual approach geophysical method must be employed which comprises Electromagnetic traversing or Resistivity traversing followed by VES soundings over anomalous areas identified by the traverses. In most communities a minimum of 1 km of traversing will be required to generate sufficient sites for investigation.

The geophysical report will include:

- Name and Date of place visited.
- Describe the topography and geology of the areas
- Assess the accessibility of the place for a drilling rig
- Detail the VES sounding for the priority site and the backup site
- Indicate clearly which VES is the A, priority site and the B, backup site

- Provide GPS coordinates for the A and B sites
- Interpret the VES in terms of the geological layers and estimate depth of the layers
- Describe the geophysical activities
- Detail the geophysical traverses with GPS coordinates

All this data will be described on a single sheet of A4.

- The geophysical data must also be compiled into an Excel spreadsheet which should list the locations and GPS coordinates for the A and B sites. The coordinates must be recorded in decimal degrees and the datum to be used should be WGS84.

Before leaving the community the siting crew must clearly mark the site and sign the village agreement form. This form includes a space for a map; this map should detail the route to the community and the main distances between turns. The maps should also indicate the orientation of the geophysical traverses and the location for the VES.

It is expected that no site shall be within 30m metres of a potential contaminants such as latrines or burial areas. The site must also be assessed in terms of potential vulnerability to damage and/or contamination due to water flow. The Engineer will visit each site and carry out an independent assessment of the suitability of the site. Boreholes codes in a prescribed format will be given to the geophysical siting crew; these must be used as a unique reference to coordinates construction activities.

2.1.3 Delivery and Transport of Hand pumps, Tanks and Pipes

The India MK II Force Lift hand pump has been selected as the type of pump to be installed on the successful boreholes.

- The India MK II Force Lift shall be ordered and delivered from a manufacturer/supplier approved by FHI360/SPLASH prior to placement of orders.

2.1.4 Personnel, Drilling Equipment and Safety Equipment

The Contractor shall provide capable and experienced personnel to perform this work.

The Contractor shall take all reasonable precautions to prevent any death or injury to persons. These precautions shall include but not be limited to providing his employees with safety helmets, hard-toed boots (safety boots) and gloves, ensuring that all tools and equipment are in a safe condition and ensuring that his employees adopt safe working methods.

The Contractor shall ensure that his workmen have access to adequate first aid kits. The Contractor shall further provide for (and ensure that it is used) protective clothing, safety helmets and safety boots all to the reasonable satisfaction of the workmen and approved by the on-site Employer's representative.

The Contractor shall ensure that the site is not accessed by any unauthorized persons. The contractor must also ensure that during welding children and other onlookers are not allowed to watch the welding arc. A perimeter must be set up around the drill site to prevent unauthorized access.

FHI360/SPLASH shall not be liable for any damages or compensation as a result of accident or injury to any workers employed by the Contractor, any sub-Contractor or any unauthorized persons unless such accidents or injury is caused by an act or default of FHI360/SPLASH or of nominated representatives of FHI360/SPLASH.

2.1.5 Storage and Transport of Fuel and Lubricants

The Contractor shall comply with local authority regulations applicable to the use and storage of diesel, petrol, paraffin fuel and lubricating oil used at the work site or stored at the base camp, and shall ensure that adequate

precautions are taken against fire and environmental contamination. No fuel or lubricant must be transported with any item to be installed in the borehole, in particular gravel pack and screens.

2.1.6 Mobilization and Demobilization

The item for mobilization to the drilling area includes moving the drilling unit and all other equipment, materials and stores from the point of origin to the base camp(s) and setting up the base camp(s).

The mobilization cost between drill sites is to be a lump sum per borehole. The contractor is advised to visit the area so that reliable estimates of mobilization estimates can be made.

The contractor must clean up the drill site before demobilization; this must include restoring any damage to roads of field made by the contractor during access to the drill site.

All the vehicles to be used for drilling and possible support vehicles should be 4x4 or 6x6 due to some difficult terrain, and the contractor is urged to visit the District to assess access.

2.2 Borehole Drilling

This contract will make no payment for dry boreholes, this includes boreholes where geophysical surveys have been conducted and where boreholes do not have sufficient yield or water quality.

This contract will make no payment for dry boreholes. Invoices for each borehole will only be certified once the hand pump has been installed. It is also emphasized that all paperwork, associated with each construction activity must be presented before any invoice is certified.

All supervision paperwork must be signed by the contractor and employers representative.

2.2.1 Drilling Methods

In all sedimentary formations the diameter of the hole in the screened zone and down to the bottom of the borehole should be a minimum 200mm in order to make sufficient annular space for gravel pack in the annulus between the hole and the screen (113 mm). Sedimentary formations include hard formations such as the Mine Series formations which must be drilled at 200mm to allow gravel pack installation.

The tenderer must have the necessary accessories including sufficient working casings and drill bits to drill through the various formations. In areas where alluvial deposits drilling through the unstable upper section must be of sufficient diameter to allow temporary casing which will allow the borehole to be completed at 165mm.

In the Kalahari sand formations the use of mud rotary drilling must be applied often combined with down-the-hole- hammer.

2.2.2 Verticality and Alignment

In a completed and developed borehole, the casing must allow the installation of the pump without difficulty at any depth. Thus, the borehole must be both straight and vertical. If so required by the on-site Employer's representative, the Contractor shall demonstrate the verticality and alignment of any borehole by lowering a cylindrical dummy 3m in length with two metal disks at each end with a diameter of 75mm (the diameter of the pump cylinder), throughout the whole length of the section being tested. Should the dummy fail to move freely throughout this section, or should the deviation from the vertical exceed two thirds of the minimum diameter of the section, the Contractor shall be obliged to correct the verticality and straightness of the borehole at his own expense. If this is not possible he shall drill a replacement borehole nearby.

2.2.3 Protection Casings

Protection casing made of steel shall be installed in unstable overburden before drilling the basement. Protection steel casing should have screwed flush joints. The Contractor shall ensure that it is of sufficient diameter to enable drilling of the complete well at the required diameter, together with installation of the permanent well casing, screen, and for placing the gravel pack.

For successful boreholes, the protection casings in the soft formations shall be removed from the hole, as soon

- as the borehole has been completed, unless the on-site Employer's representative instructs the Contractor to do otherwise, based on the nature of the geological formation.
- Temporary casing must be priced into the drilling cost. No separate item will be invoiceable.

2.2.4 Borehole Sampling

During drilling, samples of unwashed drill cuttings shall be collected at 1m interval and laid out in rows of ten from left to right. A representative sample of every distinct horizon or change of rock type as directed by the on-site Employer's representative, packed and stored in solid polythene bags and accurately labelled with the name of the school, borehole number, date and depth of sampling.

2.2.5 Rate of Drilling

Accurate records of penetration rate per metre shall be maintained. The drilling contractor must nominate a member of staff to record the data and provide a good quality stop watch to record the penetration rates. A different form is to be used for DTH and Mud rotary drilling, if Mud rotary drilling is used followed by DTH, the Mud rotary form should be continued. All forms will be provided by the engineer's representative.

2.2.6 Interim Yield Tests

The yield should be measured using a V notch weir with a quarter ninety (22.5 Degree V Notch). Interim yield tests shall be carried out at the end of each drilling rod after the first water strike. The borehole should be blown for 5 minutes to accurately measure the yield on the V notch weir.

2.2.7 Final Drilling Depth

The on-site Employer's representative has the responsibility for determining the final drilling depth according to indications provided by the hydrogeological and geophysical survey and analysis of drill cuttings on site. The installed depth shall be the depth invoiced plus 0.5 meters to allow for the casing string to be pulled upwards so that it is hanging. This will be done to mitigate problems due to collapse for casing installation. The onsite representative has the right to ask for the string to be removed if any collapse influences the hydraulic viability, in particular if the screen is misaligned with any major water strike.

2.2.8 Identification of the Drilled Boreholes

The Contractor shall mark the borehole code given by the on-site Employer's representative on the borehole casing, using a permanent water-proof marker, this should be clearly visible to avoid confusion during subsequent construction activities.

2.3 Borehole Construction

2.3.1 Design

Generally the design elaborated in drawings no. 1 and 2 will be used. The detailed design to suit the site condition including positions of screens and type of gravel pack for the boreholes will be done by the Drilling Contractor and reviewed and approved by Employer's representative (Supervision Consultant).

2.3.2 Borehole Lining

Lined boreholes shall use high impact-resistant Poly Vinyl Chloride (UPVC) plastic casings and screens specifically manufactured for boreholes.

The PVC shall have a uniform colour and should not have been directly exposed to the sun for longer periods. There shall be no damage of the PVC of any kind. The PVC shall be free from cracks and the surface shall be smooth without impurities or grains.

The PVC casing and screens shall be in accordance with the specification in the table below.

Characteristics of PVC casing and screen

REFERENCE	CHARACTERISTICS	STANDARD
Material	UPVC of quality without lead stabiliser, mass additives maximum 3 %, elasticity module 3,000 N/mm ² , tensile strength 45-55 N/mm ² .	DIN 8061
Inner/outer diameter	(100/113mm)	DIN 8062
Wall thickness	5.04 mm (minimum)	DIN 8062
Screen	Screw flush joints, traction resistance 2,000 kg	DIN 4925
Screen slots	0.25, 0.5 and 1 mm openings, open area minimum 9%	DIN 4925
Compressive strength	Minimum 17 bars	DIN 19532

2.3.3 Plain Casings

The casings shall have an inner diameter 100mm and a wall thickness of 5.04 mm, i.e. (100/113mm) (Standard DIN 4925).

2.3.4 Screens

The inner diameter and wall thickness shall be the same as for the plain casings above. The screen shall have a slot size of 0.25 or 0.3mm for Kalahari Formation, 0.5mm in the alluvial and other sediments and 1 mm in the hard rocks (Standard DIN 4925). The type of screen shall be decided by the on-site Employer's representative.

2.3.5 Joints

All casings and screens shall have screwed flush joints. The threads must be sturdy, either curved or angular with no eccentricity to allow for easy handling.

2.3.6 Centralizers

Centralizers of suitable size (certified by the on-site Employer's representative) shall be fitted to casing and screen at 6m intervals.

2.3.7 Bottom Plugs

A bottom plug shall be fitted on the lower end of the screen or casing as designed in drawings No. 1 and 2. The use of a concrete plug with PVC casing is not allowed, the bottom plug should be a dedicated unit glued to the bottom of the first casing.

2.3.8 Gravel Pack

Boreholes shall be gravel-packed as in designs given in drawings No. 1 and 2, with clean, well-rounded quartz gravel. Gravel pack ranging in size from 1mm to 4mm shall be used in both the alluvial areas and the harder rocks. In the Kalahari formation finer gravel pack ranging from 0.5mm to 2mm must be used. The gravel pack should be composed of quartz gravel, which can be obtained from riverbeds.

The size of the gravel pack for the Kalahari formation is an essential element in the design, it must be emphasized that the contractors must procure sieves of the correct size (0.4mm and 2mm) prior to mobilization and located suitable gravel pack sites at the earliest opportunity.

The gravel shall be installed within the annulus between the borehole wall and the screen using methods approved by the on-site Employer's representative and the level measured accurately before grouting. The gravel pack shall be topped up as necessary to maintain the prescribed level also after development, in accordance with the instructions from the on-site Employer's representative.

It must be emphasized that the level of the pack will be measured. If the level does not correspond to the required volume of gravel pack due to bridging the contractor will have to correct the situation or drill a new borehole.

Where temporary casing has been used to depth the gravel pack must be inserted into the annulus between the temporary casing and the borehole casing. The installation of the pack should be done at 3m intervals, then the temporary casing pulled out, this will prevent the collapse of the formation onto the borehole casing and screen.

2.3.9 Sanitary Seal

The sanitary seal shall be made with cement-bentonite grout. Quick-hardening cement is NOT allowed for sanitary seal of the PVC casing since the heat production is increased and may cause damage on PVC.

Bentonite shall comprise 4 % by weight of the cement. First, bentonite shall be mixed with water, then cement shall be added and the grout mixed thoroughly until it forms thick slurry free of lumps. The grout shall be placed outside the casing, using a grout pump and pipe, in one continuous operation, from the bottom and upwards.

A layer of fine sand shall be placed on top of the gravel pack before placement of the grout. The grout seals are to be placed from 9m to 8m below ground level, then 4m to 1m below ground level. This must be done immediately after the gravel pack has been installed and the level measured by the Employer's representative. A sample shall be taken to check the hardening of the grout, and no activity that can affect the grouting shall take place until the sample is hardened. Grout shall be allowed to set for 24 hours. No work shall be carried out on the borehole during this time.

If the drilling diameter is 167mm the grout pipes must be installed along with the final pieces of casing to avoid problems associated with the centralizers interfering with the insertion of the grout pipes.

2.3.10 Backfilling

Two other samples shall be taken in volume of 1 litre in bottles recommended by a certified laboratory. The samples for laboratory tests shall be analyzed for the parameters indicated in the Laboratory Report Form attached (Attachment 4).

The sample for Ca, Mg, Fe and Mn shall be conserved with HNO_3 to pH <2. The pH shall be checked without contaminating the sample.

The samples shall all be kept in a cold place such as a cool box or refrigerator at approximately 5 degrees Celsius until they are delivered at the laboratory. The Contractor can deliver the water samples taken in one week to the laboratory Monday the following week, provided that the sampling procedure is followed strictly. All sample bottles shall be filled completely and closed tightly and marked with the name of the site.

The contractor shall arrange with a certified laboratory agreed by the MLGH to undertake the analysis within 24 hours after samples are delivered to the laboratory. A qualified Chemist must certify the results of the analysis.

2.4.3 Sterilization

The Contractor will sterilize the borehole using a chlorine solution to produce a minimum concentration of 200mg/l of active chlorine within the borehole. Care must be taken to ensure that the chlorine solution is evenly distributed throughout the borehole. Not less than 12 hours contact time shall be allowed. The disinfection will take place immediately prior to the pump installation so that the disinfecting solution is removed from the borehole during the hand pump test.

2.4.4 Construction Activity Completion

After completion of each construction activity the Contractor must ensure that the supervision forms are signed correctly. A record summarizing the data from the drilling of each borehole and subsequent activities must be made.

2.4.5 Successful Boreholes

The minimum acceptable yield of a completed successful borehole shall be based on the pumping test data; generally the minimum yield is 0.2 litres per second.

In exceptional circumstances where the only protected water source for the community is over 1,000m away the following criteria shall be used:

- The 0.2 litres per second pump test shall last at least 60 minutes
- The water level shall recover 5 metres in the first 10 minutes of the pumping test

The conductivity of the water of the borehole shall be less than 2,500 $\mu\text{S}/\text{cm}$. On site measurements of total iron and nitrate shall indicate values within Zambian National guidelines.

3 Superstructure

The superstructure shall comply with and be carried out according to below specifications and drawings No.3 to 9. The levels must be measured using a water level; this should be a clear plastic tube with water and no air locks. The levels should be measured at 5m intervals and clearly marked. There must be a 10cm drop between pump datum point and the soakaway pit.

The pump foundation, the apron, the dwarf wall and the drainage channel shall all be made of concrete, reinforced with 3mm conforce wire. The surfaces of the superstructure shall be provided with sufficient slopes to channel spilled water towards the soak-away as indicated on the drawings.

The foundation will be constructed from compacted stone mixed with 1 bag of cement and sand. This layer will be watered and allowed to harden overnight before the concrete works. The soak-away shall consist of a pit with sidewalls lined with 100mm (4") sandcrete blocks with weep holes. The depth of the pit shall be between 0.8m and 1.0m. The pit shall be filled with hard stones of 50-75mm diameter.

The blocks will be tested by being soaked overnight then dropped from shoulder height, if the block breaks the batch will be rejected.

A brass plate 80mm x 200mm (See Drawing No. 10) with the borehole number punched into it shall also be cast into the concrete pad so as to be visible when the pump has been installed. The on-site Employer's representative provides the borehole number.

3.1 Quality of Materials

3.1.1 Aggregates

Aggregates shall be hard, clean and free of all organic material. Samples of all aggregates to be used shall be brought to the Engineer's Representative for approval before delivery to the site. Coarse aggregates shall be comprised of clean, unweathered, hard, well graded material of between 9.5mm and 20mm in size.

Sand/gravel shall consist of grains with a maximum size of 9.5 mm. It shall be free of soil, clay, organic matter and other impurities and shall contain no more than 5% silt. It is essential that the contractor make every effort to locate material before the drilling starts.

3.1.2 Water

Water used for mixing concrete and for curing shall be clean and free from injurious amounts of oil, acid, alkali, organic matters or any other deleterious substance. It shall be equal to potable water in physical and chemical properties.

3.1.3 Cement

Cement shall be normal Portland cement delivered in 50kg bags. The bag shall be in perfect condition when delivered to the site and shall be not more than 3 months old at the time of use. All broken bags or bags showing signs of dampness caking shall be immediately removed from the site. Reuse of spilled cement is not permitted.

Certified cement of known quality shall be used, if cement is sourced outside Zambia it must be approved and proof of quality must be supplied before purchase.

3.1.4 Steel Reinforcement

The steel reinforcements shall be prepared using conform wire 3mm mild steel, free from loose rust (rust has to be removed with a steel brush).

3.2 Quality of Works and Workmanship

3.2.1 Formwork

Formwork shall have a maximum deviation from straightness of 10 mm, measured over a length of 2m. Formwork shall be made in such a way that surfaces will present smooth and clean. Sharp edges should be chamfered.

3.2.2 Concrete Mix

The concrete for the superstructure shall be mixed, using the following criteria:

- Fine aggregate: 0.15mm to 9.5mm
- Coarse aggregate: 9.5 mm to 20.0mm
- Minimum cement content: 300 kg/m³ for the pump foundation + platform + dwarf wall + drainage channel
- Compressive strength at 28 days: 25 MPa (cube (100x100x100 mm) strength)
- Ratio:
 - Well pad: 1:2:4
 - Platform: 1:2:4
 - Dwarf wall 1:2:4
 - Drain channel: 1:2:4

The compressive strength of the cement will be tested using a Schmidt hammer, any civil works found to be below the standard after the curing period shall be removed at the contractor's expense and new civil works constructed with the required strength.

3.2.3 Curing

The concrete works shall be protected from rapid drying for fourteen (14) days by covering with polyethylene sheets or similar and watered daily.

3.3 Iron Filter Construction

The construction of the filter will be based on chemical analyses carried out by the supervision consultant during the pumping test, which will be confirmed from laboratory analyses.

The filter is to be constructed using the same material as the civil works, with the exception of the concrete reinforcement that must be concrete 257.

Galvanized iron connections will be fitted between the hand pump and the filter and drain plugs will be fitted in three places. The pipes between the hand pump outlet and the iron filter inlet are connected by a non rigid joint to prevent cracking of the filter.

A spacer will be fitted on the hand pump pedestal to increase the height of the hand pump. The increase in height of the hand pump will necessitate the stand behind the pump being elevated.

All technical specifications are detailed in drawings 6, 8 and 9.

a. Technical Specification for Hand Pumps

The hand pumps for this project are to be the India Mark II Force Lift. There may be minor changes in the exact number of hand pump types depending on site conditions. This will be decided in close consultation with the Engineer's representative (supervision consultant).

The India Mark II Force Lift deep well variety could be needed, this is in anticipation that the water level in some borehole being below 45m.

4.1 Objectives of the Supply Contract

Obtain reliable and maintainable hand pumps which can deliver water at the rate and pumping lift specified in these Technical Specifications when operated by typical users with reasonable power input and applied force.

4.2 General Requirements for India Mark II Force Lift

4.2.1 The hand pump shall be India Mark II Force Lift manufactured to SKAT/RWSN specifications
Revision 2-2007.

4.2.2 The pump should be suitable for installation in boreholes lined with rigid PVC casing with a minimum nominal diameter of 100 mm.

4.3 Installation of Hand Pumps

The Contractor shall install hand pumps to depths as instructed by the on-site Employer's representative. The installation shall be carried out in accordance with the standard installation instructions provided by the manufacturer. All components introduced into the borehole shall be sterilized using a chlorine solution. After installation, each pump shall be subjected to a one hour continuous pumping during which time a yield test shall be conducted. A leakage test shall immediately follow.

4.4 On Site Training of Pump Menders and Pump Caretakers

During the installation of hand pumps, staff from the local District Council and/or pump menders / pump caretakers shall be in attendance. While carrying out the normal installation works, the Contractor's hand pump installation team shall instruct the attending local officials in procedures and methods necessary for installation and commissioning of the hand pumps.

Details of the training, as well as any training materials, will be provided by the Engineer's Representative prior to commencement of activities.

SIMPLIFIED ENVIRONMENT CLAUSES

These standard clauses constitute the Environmental Regulations relating to the construction works contracts within the framework of the Republic of Cameroon.

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 labor, 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.

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.

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 (apartment) 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.

Recruitment of the site workers

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.

Opening up and exploitation of quarries and borrowed zones

a) Opening up and exploitation:

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 leveling of the site and in particular leveling 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.

Clearing of undergrowth and pruning

Clearing of undergrowth and pruning of the immediate surroundings of the work in order to improve on the exposure of sunlight and 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.

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 Cameroun.

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 Water and Energy) 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.

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.

HEALTH AND SAFETY

Health and safety are factors that must be pursued with as much vigour as other management objectives. Ensuring the well-being and safety of all workers or visitors at construction sites will improve performance; minimize accidents and illness which in turn will reduce disruption of work as well as consequent expenses.

The physical well being and safety of workers on site as well as safety of visitors to the site should be of primary concern to the contractor and implementation of a project. An accident prevention programme should be established to minimize the number of accidents that can happen on a building site. All workers should be briefed on safety standards and measures to be taken to handle accidents. 'Good housekeeping' on a construction site is very important if accidents are to be avoided. Good housekeeping on a construction site includes the following:

1. Keeping the site tidy;
2. Quickly clearing away debris that can be hazardous to persons moving around the site;
3. Removing nails from used timbers;
4. Making sure that nails, broken glass and other harmful objects are not left lying around;
5. Making sure that each worker is personally responsible to clean-up as well as make good whenever needed after an item of work is completed.
6. Making sure that live power lines with unprotected joints and exposed wires are not allowed to be used or left exposed in a way that may cause harm to persons
7. Making sure that materials are stacked in a manner that would not cause harm to persons
8. Making sure that any live flames are not left untended if they are used at all for a purpose
9. Making sure that pits or excavations are clearly identified and protected so as not to cause injury to people by using marking tape, danger signs or red flags as appropriate
10. Making sure that plastic or polythene sheets are not used as temporary floor covering in locations especially where ladders are used because such coverings are too slippery and dangerous

11. Making sure edges of covering material on the floor are well tucked in so as not to cause persons to trip
12. Making sure that floor surfaces on which water has spilled are quickly mopped and made sufficiently dry to prevent injury due to persons slipping.
13. Making sure that animals and children are kept out of working areas and all materials and tools and paint are kept out of their reach
14. Making sure that workers at the building site tie back long hair or tuck their hair into a hat
15. Making sure when painting to keep the room well ventilated and not allow eating or smoking while painting or using equipment.

REPUBLIC OF CAMEROON
Peace –Work- Fatherland

MINISTRY OF TERRITORIAL
ADMINISTRATION AND DECENTRALIZATION

NORTH WEST REGION

MOMO DIVISION

NGIE SUB DIVISION

ANDEK COUNCIL
P.O Box 21 Teze-Ngie

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REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTRE DE L'ADMINISTRATION
TERRITORIALE ET DE LA DECENTRALIZATION

REGION DU NORD OUEST

DEPARTEMENT DE LA MOMO

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ANDEK COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER, EMERGENCY PROCEDURE
N° __/ONIT/MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022 OF __/__/2022
FOR THE CONSTRUCTION OF A BOREHOLE FOR WATER SUPPLY A THE
ANDEK MARKET SQUARE, MOMO DIVISION, NORTH-WEST REGION

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercice 2022

AUTHORIZATION N°:

IMPUTATION:

PART 06

UNIT PRICE LIST

N°	Designations	Unit	U. P. (CFA)	U. P.(FCFA) H.T(in words)
0	Preparatory works - Site installation			
0.1	Installation of the site, supply and withdrawal of equipment and personnel	U		
0.2	General site cleaning	U		
0.3	Production and supply of execution and contract files	U		
I	Hydrogeological and geophysical studies of implantation			
1.1	Geophysical studies and drilling installation with a flow rate of $\geq 1.0 \text{ m}^3 / \text{h}$	FF		
II	Drilling with a flow rate $\geq 1.00 \text{ m}^3 / \text{h}$ all suggestions included			
2.1	Drilling of weathering or sedimentary soils in $\varnothing 9 \text{ "7/8}$ up to 20 m	ml		
2.2	Laying and pulling of temporary solid PVC casing $\varnothing 175\text{-}195 \text{ mm}$	U		
2.3	Drilling the base with a $\varnothing 6 \text{ "1/2}$ down-the-hole hammer	ml		
III	Equipment-Development			
3.1	Supply and installation of 122-125mm full PVC tube	ml		
3.2	Supply and installation of screened PVC	ml		
3.3	Supply and installation of a filtering mass of calibrated gravel (1-3 mm)	ml		
3.4	Supply and installation of a clay plug	U		
3.5	Cleaning and development with air lift and disinfection of the borehole	U		
3.6	Long duration CIEH type pumping test	U		
IV	Superstructure and dewatering means			
4.1	Realization of a base for the installation of the pump	U		
4.2	Cementing at the drill head	U		
4.3	Backfilling with all comers	U		
4.4	Construction of the superstructure and the 4x4 wall with painting and branding, including all sanitation works (wastewater evacuation channel, lost well ...) and all constraints	U		
4.5	Supply and installation of INDIA MARK II type human-powered pumps	U		
4.6	Physico-chemical and bacteriological analysis of the water	U		
4.7	Supply and display of a 50 cm anti-quagmire band all around the outside of the wall	U		
V	Animation			
5.1	Training of two repair workers	U		
5.2	Formation of a management committee	U		

REPUBLIC OF CAMEROON
Peace –Work- Fatherland

MINISTRY OF TERRITORIAL
ADMINISTRATION AND DECENTRALIZATION

NORTH WEST REGION

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REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE L'ADMINISTRATION
TERRITORIALE ET DE LA DECENTRALIZATION

REGION DU NORD OUEST

DEPARTEMENT DE LA MOMO

ARRONDISSEMENT DE NGIE

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ANDEK COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER, EMERGENCY PROCEDURE
N° __/ONIT/MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022 OF 05/02/2022
FOR THE CONSTRUCTION OF A BOREHOLE FOR WATER SUPPLY IN THE
ANDEK MARKET SQUARE, MOMO DIVISION, NORTH-WEST REGION.

PROJECT OWNER: THE MAYOR OF EBANG COUNCIL

FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2022

AUTHORIZATION N°:

IMPUTATION:

PART 07 BILL OF QUANTITIES

N°	Designations	Unit	Qty	U. P. (CFA H.T)	PRIX TOTAL (FCFA) H.T
0	Preparatory works - Site installation				
0.1	Installation of the site, supply and withdrawal of equipment and personnel	U	1		
0.2	General site cleaning	U	1		
0.3	Production and supply of execution and contract files	U	1		
I	Hydrogeological and geophysical studies of implantation				
1.1	Geophysical studies and drilling installation with a flow rate of $\geq 1.0 \text{ m}^3 / \text{h}$	FF	1		
	Sub - Total I				
II	Drilling with a flow rate $\geq 1.00 \text{ m}^3 / \text{h}$ all suggestions included				
2.1	Drilling of weathering or sedimentary soils in $\phi 9 \text{ "7/8}$ up to 20 m	ml	20		
2.2	Laying and pulling of temporary solid PVC casing $\phi 175\text{-}195 \text{ mm}$	U	1		
2.3	Drilling the base with a $\phi 6 \text{ "1/2}$ down-the-hole hammer	ml	40		
	Sub - Total II				
III	Equipment-Development				
3.1	Supply and installation of 122-125mm full PVC tube	ml	20		
3.2	Supply and installation of screened PVC	ml	40		
3.3	Supply and installation of a filtering mass of calibrated gravel (1-3 mm)	ml	40		
3.4	Supply and installation of a clay plug	U	1		
3.5	Cleaning and development with air lift and disinfection of the borehole	U	1		
3.6	Long duration CIEH type pumping test	U	1		
	Sub - Total III				
IV	Superstructure and dewatering means				
4.1	Realization of a base for the installation of the pump	U	1		
4.2	Cementing at the drill head	U	1		
4.3	Backfilling with all comers	U	1		
4.4	Construction of the superstructure and the 4x4 wall with painting and branding, including all sanitation works (wastewater evacuation channel, lost well ...) and all constraints	U	1		
4.5	Supply and installation of INDIA MARK II type human-powered pumps	U	1		
4.6	Physico-chemical and bacteriological analysis of the water	U	1		
4.7	Supply and display of a 50 cm anti-quagmire band all around the outside of the wall	U	1		
	Sub - Total IV				
V	Animation				
5.1	Training of two repair workers	U	1		
5.2	Formation of a management committee	U	1		
	Sub - Total V				
A.	GENERAL TOTAL WITHOUT TAXES				
B.	VAT (19,25%)				
C.	IR (2,2%)				
D.	NET TO PAID				
E.	TOTAL ALL TAXES INCLUSIVE				

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ANDEK COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER, EMERGENCY PROCEDURE
N° __/ONIT/MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022 OF __/__/2022
FOR THE CONSTRUCTION OF A BOREHOLE FOR WATER SUPPLY IN THE
ANDEK MARKET SQUARE, MOMO DIVISION, NORTH-WEST REGION.

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

FUNDING: MINADERPUBLIC INVESTMENT BUDGET
Exercise 2022

AUTHORIZATION N°:

IMPUTATION:

PART 08

UNIT PRICE BREAKDOWN

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

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ANDEK MARKET SQUARE, MOMO DIVISION, NORTH-WEST REGION.

PROJECT OWNER: THE MAYOR OF MBENGWI COUNCIL

FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2022

AUTHORIZATION N°:

IMPUTATION:

PART 09
ANNEXES

REPUBLIC OF CAMEROON
Peace – Work- Fatherland

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N°_/ONIT/MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022 OF __/__/2022
FOR THE CONSTRUCTION OF A BOREHOLE FOR WATER SUPPLY AT THE
ANDEK MARKET SQUARE, MOMO DIVISION, NORTH-WEST REGION.

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2022

AUTHORIZATION N°:

IMPUTATION:

MODEL OF UNDERTAKING

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 in emergency procedure N° __/ONIT/MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022 of 05/02/2022 the construction of a Borehole for Water Supply at The Andek Market Square, MOMO Division, North-West Region.

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 ninety (90) 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 ANDEK COUNCIL

FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2022

AUTHORIZATION N°:

IMPUTATION:

MODEL BID BOND

PERFORMANCE GUARANTEE

JOBGING ORDER N° ____/JO/MINDDEVEL/DRNW/DDMOMO/NGIE-ITB/2022

We understand that _____ (hereinafter called "the contractor"), has engaged pursuant to contract N° JOBGING ORDER N° ____/JO/MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022 awarded after an open national invitation to tender in emergency procedure N° ____/ONIT/MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022 of 05/02/2022 for the construction of a Borehole for Water Supply at The Andek Market Square MOMO Division, North-West Region.

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 _____

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PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2022

AUTHORIZATION N°:

IMPUTATION:

MODEL GUARANTEE FOR ADVANCE PAYMENT

Guarantee Advance Payment

Bank _____

Reference of the guarantee: N° _____

Contract N° _____

To the (Contracting Authority),

Company _____

We, Bank _____ were informed that the Mayor of Andek Council acting as the contracting authority and acting as a Contractor, have concluded a contract the construction of a Borehole for Water Supply At The Andek Market Square, MOMO Division, North-West Region.

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 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 _____

ANDEK COUNCIL INTERNAL TENDERS BOARD

**OPEN NATIONAL INVITATION TO TENDER, EMERGENCY PROCEDURE
N° __/ONIT/MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022 OF 05/02/2022
FOR THE CONSTRUCTION OF A BOREHOLE FOR WATER SUPPLY AT THE
ANDEK MARKET SQUARE, MOMO DIVISION, NORTH-WEST REGION.**

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

**FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2022**

AUTHORIZATION N°:

IMPUTATION:

TENDER SPECIMEN FORM

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 in emergency procedure N° __/ONIT/MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022 OF 05/02/2022 for the construction of a Borehole for Water Supply at The Andek Market Square, MOMO Division, North-West Region.

. 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 three (3) 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 ninety (90) days deadline as from the date of opening of the bids.

Done in.....on the

The CONTRACTOR (Signature and seal)

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FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2022

AUTHORIZATION N°:

IMPUTATION:

MODEL OF PLANNING OF WORK EXECUTION

PLANNING OF WORK EXECUTION

OPEN NATIONAL INVITATION TO TENDER. IN EMERGENCY PROCEDURE:

N° 21/ONIT/MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022 of 05/022022

N°	DESCRIPTION	Duration	FIRST MONTH				SECOND MONTH					THIRD MONTH				
			1	2	3	4	5	6	7	8	9	10	11	12	13	14
Project name		Here is the total duration to execute the project														
Lot 100	PRELIMINARY WORKS															
101																
102																
Lot 200	EARTHWORKS															
201																
202																
203																
Lot 300	FOUNDATION															
301																

SUMMARY OF LOGICAL SEQUENCE OF TASKS

OPEN NATIONAL INVITATION TO TENDER. IN EMERGENCY PROCEDURE:
N° 21/ONIT/MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022 of 05/02/2022

N°	DESCRIPTION	Duration	Successors tasks (Only for items)	Predecessors tasks (Only for items)
Lot 100	PRELIMINARY WORKS			
101				
102				
Lot 200	EARTHWORKS			
201				
202				
203				
Lot 300	FOUNDATION			
301				

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PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2022

AUTHORIZATION N°:

IMPUTATION:

OTHER DOCUMENTS

EVALUATION SHEET

GRADING SCHEME – TECHNICAL FILE

ENTERPRISE: _____

I - PERSONNEL

N.B. one item lacking or irregular means NO to the point in question.

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.			
2	Certified true copy of diplôme ; C V 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.			
2	Certified true copy of diplôme ; C V and Attestation of availability dated and signed			
C	TEAM LEADER : Building			
1	Attestation of presentation of original of diploma and Certified true copy of National Identity Card.			
2	Certified true copy of diplôme			
3	C V and Attestation of availability dated and signed			
D	TEAM LEADER : Wood works			
1	Attestation of presentation of original of diploma and Certified true copy of National Identity Card.			
2	Certified true copy of diplôme			
3	C V and Attestation of availability dated and signed			
E	TEAM LEADER : Electricity works			
1	Attestation of presentation of original of diploma and Certified true copy of National Identity Card.			
2	Certified true copy of diplôme			
3	C V and Attestation of availability dated and signed			
	TOTAL		/05 YES	

II – REFERENCES

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
A	02 References in civil construction or civil engineering works with justification for the past 03 years of at least 18 000 000FCFA			
1	First project			
2	Second project			
	TOTAL		/02 YES	

III – EQUIPMENT

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
1	Proof of ownership or rental of a vehicle (Pick up 4 x 4 or van) in good operating condition with a current visite technique and a carte grise, all of them certified by the services of MINTRANSPORT; Proof of ownership of a concrete mixer and vibrator in good operating condition, and of Hand tools (building, electricity, carpentry) ¹ in good operating condition.			
	TOTAL		/01 YES	

N.B. 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	
1	ACKNOWLEDGEMENT OF SITE AND PRESENTATION OF THE COMPANY			
	Attestation of site visit and site visit report with relevant images			
	Project site layout plan with comments ²			
	Illustration of the map of the school area with key ³			
	Organizational chart of the enterprise with comments			
	Organizational chart of the building construction site with comments ⁴			
	A copy of CCTP (Special Technical Specification).duly initialed on each page, signed by the enterprise and dated on the last page.			
	Site/Soil investigation			
2	PLANNING OF WORKS AND EXECUTION DATE LINE			
	Planning of work execution with comments ⁵			
	Coherence: Scheduling of tasks with sequence activities			
	Realism: Logical sequence for the execution of the tasks ⁶			
	Installation: Origin of materials			
	Description of deployment of team			
3	BUILDING CONSTRUCTION MATERIAL TESTS & METHODOLOGY OF EXECUTION OF WORKS			
	Description of sand, reinforced concret, aggregats tests			
	Description of Zinc test			
	Proper description of the methodology of execution of works ⁷			
	Description of health /safety /socio-economic and environmental measures at the building site			
	Descrption of the Environmental Management Plan			
	Description of the application of the HIMO approach			

¹ Poor set of hand tool will not be accepted and must reflect the nature of work to be carried out.

² According to the existing site proposed during site visit and must carried the project's name.

³ Here is the existing elements on the spot and some other ones all round including roads and must be well materialized.

⁴ According to the project to be carried out.

⁵ See the model of planning of work execution attached.

⁶ See the model for the summary of logical sequence attached;

⁷ 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 analyse and understanding of the project (according to the estimates).

	Description of maintenance measures during the guarantee period			
	Describe how the company is intending to come out with the TOR and EIN (specialized personnel, time of its execution, relationship with various sectors and equipment for the study must be part of the derscription)			
4	BUILDING CONSTRUCTION FINISHES & ELECTRICAL WORKS			
	Electricity: Description of inspections & tests, protection of cables, installation of conduits and Cables, installation of accessories. ⁸			
	Plastering: General guidelines for plastering and finishing interior and exterior surfaces.			
	Painting: General guidelines for painting and finishing interior, exterior, metallic and wooden surfaces.			
	TOTAL		/ 4YES	

N.B. 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		/ 01 YES	

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 the 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				/14YES

N.B. The technical assessment mark is 80% of "Yes" for the eligibility.

VERIFICATION OF THE ADMINISTRATIVE DOCUMENTS

	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 Court of competent jurisdiction of the place of residence of the bidder		
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.		

⁸ A clear and proper description in the domain of wiring of dwelling, including the quality of material to be used are needed.

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 of 200 000 FCFA per lot.		
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	A certified copy of business license valid, dated at most 3 months		
13	Plan and attestation of localization signed by the taxation authorities.		
14	CCAP completed and initialed on all the pages		
	General observation		

MODEL ATTESTATION SITE VISIT

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N° __/ONIT/ MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022 OF 05/02/2022
FOR THE CONSTRUCTION OF A BOREHOLE FOR WATER SUPPLY AT THE THE
ANDEK MARKET SQUARE MOMO DIVISION, NORTH-WEST REGION.**

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 in emergency procedure N° __/ONIT/MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022 OF __/__/2022 for the construction of a Borehole for Water Supply at The Andek Market Square, MOMO Division, North-West Region.

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 :

Siège social :

N° statistique :

Registre de commerce :

	Building	hydraulics	roads	Divers	TOTAL
TURN OVER 2012	MioCFA	MioCFA	MioCFA	MioCFA	MioCFA
principal works					
TURN OVER 2013	MioCFA	MioCFA	MioCFA	MioCFA	MioCFA
Principal Works					
TURN OVER 2014	MioCFA	MioCFA	MioCFA	MioCFA	MioCFA
principal works					

REPUBLIC OF CAMEROON
Peace –Work- Fatherland

MINISTRY OF TERRITORIAL
ADMINISTRATION AND DECENTRALIZATION

NORTH WEST REGION

MOMO DIVISION

NGIE SUB DIVISION

ANDEK COUNCIL
P.O Box 21 Teze-Ngie

Phone: (237) 99 52 00 21 / (237) 77 29 83 40



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE L'ADMINISTRATION
TERRITORIALE ET DE LA DECENTRALIZATION

REGION DU NORD OUEST

DEPARTEMENT DE LA MOMO

ARRONDISSEMENT DE NGIE

COMMUNE D'ANDEK
P.O Box 21 Teze-Ngie

Phone: (237) 99 52 00 21 / (237) 77 29 83 40

JOBING ORDER N° _____/JO/MINDDEVEL/RDNW/DDMOMO/NGIE-I TB/2022
AWARDED AFTER AN OPEN NATIONAL INVITATION TO TENDER IN EMERGENCY
PROCEDURE

N° 21/ONIT/MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022
FOR THE CONSTRUCTION OF A BOREHOLE FOR WATER SUPPLY AT THE ANDEK MARKET
SQUARE, MOMO DIVISION, NORTH-WEST REGION.

CONTRACTOR:.....

BP.....

Tel.

Fax.

TAX PAYER'S N°.....

BANK ACCOUNT N°.....

SUBJECT: THE CONSTRUCTION OF A BOREHOLE FOR WATER SUPPLY AT THE
ANDEK MARKET SQUARE, MOMO DIVISION, NORTH-WEST REGION.

PLACE OF EXECUTION:

EXECUTION DEADLINE:

AMOUNT:

AMOUNT FCFA	TOTAL AMOUNT
ALL TAXES INCLUSIVE	
HTVA	
VAT (19, 25%)	
A.I.R (5,5% or 2,2%)	
NET TO BE PAID	

FUNDING: PUBLIC INVESTMENT BUDGET MINADER
Exercice 2022

SUBSCRIBED ON : _____

SIGNED ON : _____

NOTIFIED ON : _____

REGISTERED ON : _____

BETWEEN:

The Government of the Republic of Cameroon, represented by the MAYOR OF ANDEK COUNCIL, hereinafter referred to as the "The 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 N° _____/JO/MINDDEVEL/RDNW/DDMOMO/NGIE-
ITB/2022

AWARDED AFTER AN OPEN NATIONAL INVITATION TO TENDER IN
EMERGENCY PROCEDURE N°___/ONIT/MINDDEVEL/RDNW/DDMOMO/NGIE-
ITB/2020 OF 05/02/2020

FOR THE CONSTRUCTION OF A BOREHOLE FOR WATER SUPPLY AT THE
MARKET SQUARE IN ANDEK, MOMO DIVISION, NORTH-WEST REGION. LOT...

CONTRACTOR:

EXECUTION DEADLINE:

AMOUNT:

MONTANT FCFA	MONTANT TOTAL
TTC	
HTVA	
TVA (19,25%)	
A.I.R (5,5% or 2,2%)	
Net à Mandater	

Read and approved by the contractor

ANDEK, the _____

Signed by the Divisional Delegate of Public Contracts for MOMO,
Contracting Authority

ANDEK, 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 Assurnces S.A. BP 12970/Douala ;
3. Zenithe Insurance S.A. BP 1540/Doual.

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

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Phone: (237) 99 52 00 21 / (237) 77 29 83 40

ANDEK COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER, EMERGENCY PROCEDURE
N° __/ONIT/MINDDEVEL/RDNW/DDMOMO/NGIE-ITB/2022 OF 05/02/2022
FOR THE CONSTRUCTION OF A BOREHOLE FOR WATER SUPPLY AT THE
THE ANDEK MARKET SQUARE, MOMO DIVISION, NORTH-WEST REGION.

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2022

AUTHORIZATION N°:

IMPUTATION:

PART10 GRAPHIC PLANS