

RÉPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

MINISTÈRE DE LA DÉCENTRALISATION ET DU
DEVELOPPEMENT LOCAL

RÉGION DU NORD OUEST

DÉPARTEMENTALE DE MOMO

COMMUNE DE WIDIKUM-BOFFE



REPUBLIC OF CAMEROON

Peace – Work – Fatherland

MINISTRY OF DECENTRALISATION AND LOCAL
DEVELOPMENT

NORTH WEST REGION

MOMO DIVISION

WIDIKUM-BOFFE COUNCIL

WIDIKUM-BOFFE COUNCIL INTERNAL TENDER'S BOARD

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PRECEDURE

TENDER FILE

N°05/ONIT/WIDIKUM-BOFFECOUNCIL/WCITB/2024 OF **24 JUN 2024**...
FOR THE CONSTRUCTION AND EQUIPMENT OF SEVEN (07) PONDS IN
WIDIKUM MUNICIPALITY, WIDIKUM-BOFFE SUBDIVISION, MOMO DIVISION
OF THE NORTH-WEST REGION

PROJECT OWNER: THE MAYOR OF WIDIKUM-BOFFE COUNCIL

FUNDING: PUBLIC INVESTMENT BUDGET (MINEPIA) 2024

AUTHORIZATION N°: IZ04737

IMPUTATION: 5831 055 01 641660 522440 951

LOT:	NAME OF PROJECT	AMOUNT OF PROJECT	AMOUNT OF BID BOND	COST OF TENDER FILE :	FINANCIAL YEAR
SINGLE	CONSTRUCTION AND EQUIPMENT OF SEVEN (07) PONDS IN WIDIKUM MUNICIPALITY, WIDIKUM- BOFFE SUBDIVISION	25,000,000 FCFA Twenty Five Millions Francs	500,000 FCFA Five Hundred thousand Francs	42,000 FCFA Forty Two Thousand Francs	2024

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PART 01
TENDER NOTICE

RÉPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie
.....
MINISTÈRE DE LA DÉCENTRALISATION ET DU
DEVELOPPEMENT LOCAL
.....
RÉGION DU NORD OUEST
.....
DÉPARTEMENTALE DE MOMO
.....
COMMUNE DE WIDIKUM-BOFFE



REPUBLIC OF CAMEROON
Peace – Work – Fatherland
.....
MINISTRY OF DECENTRALISATION AND
LOCAL DEVELOPMENT
.....
NORTH WEST REGION
.....
MOMO DIVISION
.....
WIDIKUM-BOFFE COUNCIL

TENDER NOTICE

OPENED NATIONAL INVITATION TO TENDER BY EMERGENCY PRECEDURE
N° 05/ONIT/WIDIKUM-BOFFECOUNCIL/WCITB/2024 OF 24 JUN 2024
FOR THE CONSTRUCTION AND EQUIPMENT OF SEVEN (07) PONDS IN WIDIKUM
MUNICIPALITY, WIDIKUM-BOFFE SUBDIVISION, MOMO DIVISION OF THE NORTH-WEST
REGION.

PROJECT OWNER: THE MAYOR OF WIDIKUM-BOFFE COUNCIL

FUNDING: PUBLIC INVESTMENT BUDGET (MINEPIA) 2024

AUTHORIZATION N°: IZ04737

IMPUTATION: 5831 055 01 641660 522440 951

LOT:	NAME OF PROJECT	AMOUNT OF PROJECT	AMOUNT OF BID BOND	COST OF TENDER FILE :	FINANCIAL YEAR
SINGLE	CONSTRUCTION AND EQUIPMENT OF SEVEN (07) PONDS IN WIDIKUM MUNICIPALITY, WIDIKUM-BOFFE SUBDIVISION	25,000,000 FCFA Twenty Five Millions Francs	500,000 FCFA Five Hundred Thousand Francs	42,000 FCFA Fourty Two Thousand Francs	2024

1. Subject of the invitation to tender

Within the framework of the 2024 Public Investment Budget, the Mayor of Widikum-Boffe Council, Contracting Authority, on behalf of the Republic of Cameroon, hereby launches an Opened National Invitation to tender in emergency procedure for the construction and equipment of seven (07) ponds in Widikum-Boffe Subdivision, Momo Division of the North-West Region. It is a single lot.

2. Work consistency

The works include the following:
- Installation

- Site preparation
- Construction work
- Supply of juveniles

3. Lot

The work is in unique lot: The construction and equipment of SEVEN (07) ponds in Widikum Municipality Widikum-Boffe Subdivision Momo Division

4. Estimated cost

The estimated cost after preliminary studies is **twenty five million (25,000,000) FCFA.**

5) EXECUTION DEADLINE:

The maximum deadline for the execution provided for by the Contracting Authority shall be three months (90 calendar days) with effect from the date of notification of the Service Order to start works.

6. Participation

Participation is open under the same conditions to all Cameroonian companies and business concerned that are in compliance with the Cameroon laws.

7. Financing

The works, subject of this invitation to tender, are financed by the Public Investments Budget (MINEPIA) 2024 budget head N° _____

8. Consultation of the tender file

The tender file may be consulted at the Widikum-Boffe Council Office Secretariat, during working hours, as soon as this tender notice is published.

9. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in this Consultation File, of an amount of Five hundred thousand FCFA (500, 000)FCFA and valid for thirty (30) days beyond the date of validity of bids.

10. Acquisition of the tender file

The tender file may be acquired from the Widikum-Boffe Council Office Secretariat, Contract Award Service upon presentation of a non-refundable treasury receipt of **Fourty Two thousand (42.000) FCFA payable at the Widikum-Boffe Council Treasury representing the cost of the tender file.** Such a receipt shall identify the payer as representing the company that wants to participate in the tender.

11. Submission of bids:

Each offer drafted in English or French in 07 (seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Widikum-Boffe Council Office Secretariat not later than / /2024 at 10:00 noon local time and should carry the inscription:

**<< OPENED NATIONAL INVITATION TO TENDER
N° 05/ONIT/WIDIKUM-BOFFECOUNCIL/WCITB/2024 OF 24 JUN 2024
FOR THE CONSTRUCTION AND EQUIPMENT OF SEVEN (07) PONDS IN WIDIKUM
MUNICIPALITY, WIDIKUM-BOFFE SUBDIVISION, MOMO DIVISION OF THE NORTH-WEST
REGION.>**

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

12. Admissibility of bids

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

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

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

13. Opening of bids:

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the 5/6/2024 at **11:00 am** local time, in the conference hall of the Widikum-Boffe Council, by its competent tenders board members. Only bidders may attend or be represented by duly mandated persons of their choice and having a good knowledge of their files.

14. Evaluation criteria

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

Eliminatory criteria

1. Absence of bid bond in the administrative file;
2. Non respect of 48hrs given for absence or non-conformity of any other document in the administrative file;
3. Deadline for delivery higher than prescribed;
4. False declaration or falsified documents;
5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. Incomplete financial file;
7. Change of quantity or unit;
8. Non respect of 33/41 (80%) of essential criteria.
9. Suspended by MINMAP in 2024

Essential criteria

1. Pursuant to circular letter No 00005/LC/MINMAP/CAB of 26/12/2023
2. Absence of bid bond in the administrative file;
3. Non respect of 48hrs given for absence or non-conformity of any other document in the administrative file;
4. Deadline for delivery higher than prescribed;
5. False declaration or falsified documents;
6. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
7. Incomplete financial file;
8. Change of quantity or unit;
9. Non respect of 80% of essential criteria.

14. Award

This evaluation will be done in a binary way (yes) or (no) with an acceptable minimum of 33/43 (80%) of the essential criteria taken in account.

The Contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 33/41 (80%) of the essential criteria.

15. Validity of bids

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

16. Complementary information

Complementary technical information may be obtained during working hours from the Widikum-Boffe Council.

The Lord Mayor of Widikum-Boffe Council
(Contracting Authority)

Copies:

- ARMP BAMENDA
- DD MINMAP MOMO
- DD MINÉPIA MOMO
- Chairperson of T&B
- The project owner
- Notice Board
- File/archive



12.1 MAY 2024
Dagha Taranus
2nd DEPUTY MAYOR
WIDIKUM-BOFFE COUNCIL



AVIS D'APPEL D'OFFRES NATIONAL OUVERT No. 05/AONO/COMMUNE DE WIDIKUM-BOFFE/CPMICN/2024 DU ..2.4..JULI..2024.... POUR Le CONSTRUCTION DE SEPT (07) ETANGS PISCICOLES DAN L'ARRONDISSEMENT DE WIDIKUM-BOFFE DANS LE, DEPARTEMENT DU MOMO, REGION DU NORD-OUEST,
Dans le cadre de l'exercice budgétaire 2024, le MAIRE DE LA COMMUNE DE WIDIKUM, Autorité Contractante lance pour le compte de Maître d'Ouvrage une Demande de Cotation pour la réhabilitation DE la SAR/SM WIDIKUM, Département de Momo, Région du Nord-Ouest

LOT:	NAME OF PROJECT	AMOUNT OF PROJECT	AMOUNT OF BID BOND	COST OF TENDER FILE :	FINANCIAL YEAR
SINGLE	CONSTRUCTION DE SEPT (07) ETANGS PISCICOLES DANS LA COMMUNE DE WIDIKUM.	25,000,000 FCFA VINGT MILLION	500,000 FCFA CINQ CENT MILLE	42,000 FCFA QUARANTE DEUX MILLES	2024

1. Objet de l'Appel d'Offres

Le Maire de la commune de Widikum-Boffe, Autorité Contractante, lance pour le compte de la République du Cameroun, un appel d'offre national ouvert enprocedure d'urgence pour les travaux de construction de sept (07) 'étangs piscicoles a Widikum dans l'Arrondissement de Widikum-Boffe dans le Département de la Momo, Région du Nord-Ouest. En seul lot

2.- Consistance des travaux

Les prestations comprennent les opérations suivantes :

- Installation
- Aménagement du site
- Travaux de construction
- Approvisionnement en alevins

3. Lot

Le travail esten un seul lot. Travaux de construction de sept (07) etangs piscicoles dans la commune de Widikum, arrondissement de Widikum-Boffe, departement de la momo

4.- **Coût prévisionnel : Vingt cinq million (25.000.000) franc CFA.**

5.- Participation

La participation est ouverte à l'égalité de conditions à toutes les sociétés et entreprises de droits camerounais.

6) Délai d'exécution :

Le délai prévu pour l'achèvement des travaux du présent appel d'offre est de quatre vingt-dix jours continus (trois mois) à partir du jour de la notification de l'ordre de service

7.- Financement

Les travaux, objet du présent Appel d'Offres, sont financés par **Budget D'investissement Public, (MINEPIA) Exercice 2024, sur la ligne d'imputation budgétaire N° _____**.

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

Le dossier d'appel d'offres peut être consulté aux heures ouvrables auprès de Secrétariat de la Commune de Widikum-Boffe, dès publication du présent avis.

9) Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de première ordre agréée par le Ministère chargé des finances et dont la liste figure dans ce DAO, d'un montant de 500 000 FCFA et valable pendant soixante (60) jours au-delà de la date originale de validité des offres.

10) Acquisition du dossier d'Appel d'Offres

Le dossier d'appel d'offres peut être obtenu aux heures ouvrables auprès de Secrétariat de la Commune de Widikum-Boffe, sur présentation d'une quittance de versement d'une somme non remboursable de **quarante deux mille (42.000) francs CFA** au Trésorerie municipale de Widikum-Boffe. Cette quittance devra identifier le payeur comme représentant l'entreprise désireuse de participer à l'Appel d'Offres.

11. Remise des offres

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, devra parvenir contre récépissé à la Secrétariat de la Commune de Widikum-Boffe au plus tard **le 24/06/2024 à 10h00**, heure locale et devra porter la mention suivante :

<< AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°05/AONO/COMMUNE DE WIDIKUM-BOFFE/CPMICN/2024 DU 24/06/2024 POUR LES TRAVAUX CONSTRUCTION DE SEPT (07) ETANGS PISCICOLES DANS L'ARRONDISSEMENT DE WIDIKUM-BOFFE DANS LE DEPARTEMENT DU MOMO, REGION DU NORD-OUEST.

«(A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT)»

12. Recevabilité des offres

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet...), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres. Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

13. Ouverture des plis

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu **le 24/06/2024 à 11h00**, heure locale, dans la salle de conférence de la Commune de Widikum-Boffe, siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

14. Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

A - Critères éliminatoires

Il s'agit notamment :

- 1- Absence de la caution provisoire de soumission ;
- 2- Non-respect du délai de 48h pour l'absence ou non-conformité des autres documents dans les dossiers administratifs
- 3- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- 4- Fausses déclarations ou pièces falsifiées ;
- 5- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire ;
- 6- Offres financière incomplète,
- 7- Le changement d'une unité ou d'une quantité dans l'offre financière;
- 8- Le non-respect de 80% des critères essentiels.
- 9- Suscendu par le MINMAP en 2024

B - Critères essentiels

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

Pursuant to circular letter No 00005/LC/MINMAP/CAB of 26/12/2023

- 1- Présentation générale de l'offre ;
- 2- Capacité financière ;
- 3- Références de l'entreprise dans les réalisations similaires ;
- 4- Un Catalogue des Equipement en couleur avec les spécifications techniques et des références ;
- 5- Qualité du formateur
- 6- lettre command initiée dans toutes les pages signées et date dans la dernière page

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

15. Attribution

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins 80% de l'ensemble des critères essentiels pris en compte. Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et au moins 80% des critères essentiels.

16. Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant 180 jours à partir de la date limite fixée pour la remise des offres

17. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la Commune de Widikum-Boffe.

Copie :

- ✓ ARMP ;
- ✓ DD MINMAP MOMO
- ✓ DD MINEPIA MOMO
- ✓ Maître d'Ouvrage
- ✓ Présidents CPM ;
- ✓ Affichage.
- ✓ Chrono/archive



Fait à Widikum-Boffe le 15 MAI 2024
Le Maire de la Commune de Widikum-Boffe
(Autorité Contractante)

Dyala Tamasus
2nd DEPUTY MAYOR
WIDIKUM-BOFFE COUNCIL

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 Lord Mayor Widikum-Boffe hereinafter referred to as the Contracting Authority, launches an open national invitation to tender for the execution of the work described in the special clauses of this call for tenders (RFP). It is referred as "the construction and equipment of Seven (07) ponds in Widikum Municipality, Widikum Sub Division".
- 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" refers to a calendar day.

Article 2: Funding

The above works, subject of the present invitation to tender, are financed by the Public Investment Budget MINEPIA, Exercise 2024.

Article 3: Fraud and corruption

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

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

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

Article 4: Qualification of bidders

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

The following information is required if applicable:

- i. The production of certified balance sheets and a recent turnover figures.

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

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

- a. The offer must include for each of the bidders in the co-contracting, all the information listed in section 4.1 above. The special regulation of the Call for Tender(SRCT) must specify the information to be provided by each Member of the Group;
 - a) The nature of the group must be specified and justified by the production of a group agreement in good and due form;
 - b. 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;
 - c. 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 authorize the bidder and his employees or agents to enter the premises and the land for the said visit, but only on the express condition that the bidder, his employees and agents free the Project Owner, his employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss or material damages, costs and fees incurred from 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 Tender Board and to the organ in charge of the regulation.

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

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

Article 9: Modification of the tender file

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

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

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

C. PREPARATION OF BIDS

Article 10: Costs of submission

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

Article 11: Language of bid

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

Article 12: Composition of bid

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

a. Volume I: Administrative documents

It includes:

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

b. Volume II: Technical File

It includes:

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

VIII. Commentaries (optional)

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

c. Volume 3: Financial File

It includes:

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

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

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

Article 13: Amount of bid

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

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

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

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

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

Article 14: Bid Currency and settlement

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

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

Article 15: Validity of bids

15.1. The bids shall remain valid for 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 16: Guarantee of submission

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

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

16.3. Any bid not accompanied by an acceptable bid bond will be rejected by the tenders' board as non-compliant. The bid bond of a group must be established in the name of the agent mandated to submit the bid and each member of the grouping must be mentioned.

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

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

16.6. The bid bond may be seized:

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

b. If the bidder selected:

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

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

Article 17: Form and signature of the bid

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

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

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

D. SUBMISSION OF BIDS

Article 18: Sealing and marking of bids

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

18.2. The inner and outer envelopes

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

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

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

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

Article 19: Date and time limits to deposit bids

19.1. Bids must be received at the Widikum-Boffe Council at the specific date and time indicated in the Special Regulation for the Invitation to Tender.

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

Article 20: Bids out of time

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

Article 21: Modification, Substitution and withdrawal of bids

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

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

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

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

C. OPENING AND EVALUATION OF BIDS

Article 22: Opening of Bids

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

Article 23: Confidential nature of the procedure

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

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

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

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

24.1. To facilitate the examination and comparison of bids, the Chairman of the Council Internal 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 allow 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 break down 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 hire him.

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 materialized by a decision of the Contracting Authority and notified to the successful bidder.

Any decision by the Delegated 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 authorized 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 materialized by a decision of the Delegated 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 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).

PART 03

SPECIAL REGULATION FOR THE INVITATION TO TENDER

SPECIAL REGULATIONS OF THE INVITATION TO TENDER

References of the General regulations	General
1	Definition of works: THE CONSTRUCTION AND EQUIPMENT OF SEVEN (07) PONDS IN WIDIKUM MUNICIPALITY WIDIKUM-BOFFE SUBDIVISION, MOMO DIVISION OF THE NORTH-WEST REGION. Name and address of the Contracting Authority: The Lord Mayor of Widikum-Boffe Council Reference of Invitation to Tender: N° <u>05</u> /ONIT/WIDIKUM-BOFFECOUNCIL/WCITB/2024 of <u>24</u> / <u>6</u> /2024
2	Execution deadline: Ninety DAYS (90)
3	Source of financing Works which form the subject of this Invitation to Tender shall be financed by the 2024 Public Investment Budget of the Ministry of MINEPIA
4	List of pre-qualified candidates, not applicable
5	Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.

6.1 Evaluation criteria

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

A. Eliminary criteria

1. Absence of bid bond in the administrative file;
2. Deadline for delivery higher than prescribed;
3. False declaration or falsified documents;
4. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
5. Incomplete financial file;
6. Change of quantity or unit;
7. Non respect of 33/41 (80%) of essential criteria;
8. Suspended by MINMAP in 2024

B. Essential criteria

1. Pursuant to circular letter No 00005/LC/MINMAP/CAB of 26/12/2023
2. Absence of bid bond in the administrative file;
3. Non respect of 48hrs given for absence or non-conformity of any other document in the administrative file;
4. Deadline for delivery higher than prescribed;
5. False declaration or falsified documents;
6. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
7. Incomplete financial file;
8. Change of quantity or unit;
9. Non respect of 80% of essential criteria.

The criteria relating to the qualification of candidates could be indicative on the following:
 The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 33/41 (80%) of the essential criteria taken in account.

The Contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminary criteria and at least 33/41 (80%) of the essential criteria.

ARTICLE 6: Language of the bids:

The offer like any correspondence and all documents concerning the tender, exchanged between the renderer and the Project Owner will be written in French or English. The complementary documents and the printed papers form provided by the Bidder can be written in another language in condition of being accompanied by a precise translation in French or English; in which case and for purposes of interpretation of the offer, the translation will be taken.

PRESENTATION OF THE TENDER.

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

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

5.1 External envelope.

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

**<< OPENED NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE
N°___/ONIT/WIDIKUM-BOFFECOUNCIL/WCITB/2024 OF ___/___/2024
FOR THE CONSTRUCTION AND EQUIPMENT OF SEVEN (07)) PONDS IN WIDIKUM
MUNICIPALITY WIDIKUM-BOFFE SUBDIVISION, MOMO DIVISION OF THE NORTH-WEST
REGION.>>.**

"TO BE OPENEDED ONLY DURING THE BID-OPENEDING SESSION"

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

8.2 Internal envelopes

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

The first internal envelope shall be labeled;

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

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder) with a fiscal stamp.
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of Tender File of Fourty Two thousand (42.000) CFAF issued by Public treasury
A.6	A bid bond of Five hundred thousand CFA (500 000) CFAF issued by a first rate-financial institution approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contracts Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.
A.9	Attestation of fiscal conformity for 2024

A.10	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.
A.11	Plan and attestation of location of the Company signed by the Chief of Taxation
A.12	Power of attorney if necessary
A.13	Special Technical Clauses initialed in all the pages and signed at the last page
A.14	Special Administrative Clauses completed and initialed in all the pages and signed at the last page

The absence of the one of these documents will result to the elimination of the offer

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

contain the following:

MARKING GRID				
N°	CRITERIA	CONFORMITY		OBSERVATIONS
		YES	NO	
GENERAL PRESENTATION OF THE BIDS				
	Presence of all the documents			
1	Properly bind			
2	Table of content			
3	Page separators in colour apart from white			
4	Order prescribed respected			
5	Clearness of the documents			
6	Presence of all the documents			
REFERENCES OF THE COMPANY IN THE DOMAIN OF WATER SUPPLY				
7	Minimum two (02) registered contract (1st and last pages) certified by a competent authority			
8	Minimum two (02) PV of reception corresponding to the-joint contracts certified by a competent authority			
PERMANENT OR MOBILIZABLE MATERIAL MEANS				
9	Proof of a vibrator in good operating condition			
10	Proof of a vehicle (Pick up 4 x 4 or van) (own or hire)			
11	Proof of a, head pans, rubber buckets, spades, shovels, dig axes, hammers			
QUALIFICATION OF SITE PERSONNEL				
12	Organizational Chart of the company			
13	Organizational Chart of site with comments			
14	Works Director (Fishery/ Aquaculture Engineer with at least 03 years of experience in similar works)			
15	Certified copy of National identity card not more than three months old			
16	Certified copy of the Diploma of Work Director signed by the DO, SDO or the Governor			
17	CV signed and dated by the works Director			
19	Attestation of availability			
20	Site foreman (at least Higher Technician in Civil or Rural Engineering with at least 03 years of experience in similar works)			
21	Certified copy of certificate of site Foreman DO, SDO or the Governor			
22	Certified copy of National identity card not more than three months old			
24	CV signed and dated by the site foreman			
25	certificate of availability signed times by the owner			

26	Assistant site foreman (at least a technician in civil or Rural Engineering with at least three 03 years of experience			
27	Certified copy of certificate of site Foreman DO, SDO or the Governor			
29	Certified copy of National identity card not more than three months old			
30	CV signed and dated by the site foreman			
31	certificate of availability signed times by the owner			
METHODOLOGY OF INTERVENTION AND EXECUTION OF THE WORKS				
32	Attestation of site Visit			
33	Site Visit report			
34	Detailed technical note concerning the organisation and the execution of works			
35	Planning of execution of works			
36	Respect of the duration of work			
37	Description of safety measures at the building site			
38	Description of socio - environmental measures for the protection the site			
39	Coherence in the execution of works			
40	Coherence in the organisation of the site			
41	CCTP dully initialled on each page and signed and dated on the last page			
CAPACITY OF SELF-FINANCING				
42	Attestation of credibility Minimum 75% of the bid price in F CFA			

ENVELOPE C- FINANCIAL FILE

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

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

Supply price

ARTICLE 8: Currency of payment

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

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

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

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

ARTICLE 9: Transport and delivery

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

ARTICLE 10: Guarantee and retention guarantee

10.1 Provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed at five hundred thousand (500 000) FCFA

The time of validity of this guarantee is ninety (90) days as from the date of depositing of the offers.

10.2 Final Bond

The final Bond is fixed at two percent (2%) of the initial amount of the services envisaged in the country. It could be replaced by a guarantee personal and interdependent of a banking house approved by the Ministry of Finances following COBAC conditions.

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

10.3 Guarantee Retention

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

ARTICLE 11: Period of validity of the offers

The bidder will remain committed to his offer for sixty (60) days as from the handover date of the offers. If at the end of this period, the Contract were not notified to him, the bidder will be able, either to cancel his offer, or to ask for a new negotiation of the unit prices.

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

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

**<< OPENED NATIONAL INVITATION TO TENDER
N° 05/ONIT/WIDIKUM-BOFFECOUNCIL/NCITB/2024 OF 24/6/2024
FOR THE CONSTRUCTION AND EQUIPMENT OF SEVEN (07) PONDS IN WIDIKUM
MUNICIPALITY, WIDIKUM-BOFFE SUBDIVISION, MOMO DIVISION OF THE NORTH-WEST
REGION.>>.**

TO BE OPENED ONLY DURING THE OPENING SESSION

ARTICLE 13: Date and latest time of deposit of offers

The offers will have to arrive under closed fold and seal latest 24/6/2024 at 10:00am, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

**THE SERVICE OF THE CONTRACTING AUTHORITY, THE SECRETARIAT OF THE WIDIKUM-BOFFE
COUNCIL**

Beyond this time no offer will be received nor accepted.

ARTICLE 14: Opening of the tenders

The opening of the folds will be carried out in the conference room of the Widikum-Boffe Council on ___/___/2024 as from 11:00am, by the Widikum-Boffe Council Tender Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

AWARD OF THE CONTRACT

ARTICLE 15: Award of the Contract

The Tenders Board will propose to the Contracting Authority to award the Contract to the bidder who will have presented the offer with the lowest offer, essentially conforming to the regulations the Tender File,

having satisfied to 100% of all the eliminatory criteria and at least 80% of the essential criteria taken into account.

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

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

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

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

ARTICLE 16: COMMENCEMENT OF WORK:

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

- ❖ The Authorizing Officer or his representative, **MAYOR WIDIKUM-BOFFE COUNCIL;**
- ❖ The Contract Engineer, **DD MINEPIA- MOMO;**
- ❖ The **DD MINMAP MOMO** or his representative;
- ❖ The project Manager is the Secretary General of Widikum-Boffe Council;
- ❖ Representative of the beneficiary communities;

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 AND EQUIPMENT OF SEVEN (07) PONDS IN WIDIKUM-BOFFE SUBDIVISION, MOMO DIVISION OF THE NORTH-WEST REGION.

ARTICLE 2: Procedure of the award of the jobbing order

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

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

1- General definitions

- The Contracting authority is **the Lord Mayor Widikum-Boffe** He is responsible for the conservation of the originals of the jobbing order and the transmission of copies to ARMP through the focal point designated to that effect.
- The Project owner is **the Mayor of Widikum-Boffe Council** responsible for the general administrative, financial and technical assistance at the definition, preparation, execution and acceptance stages of the services forming the subject of the jobbing order.
- The contract engineer is **the Divisional Delegate of MINEPIA for Momo** and is responsible for the follow-up of the execution of the contract.
- The project manager is the **Secretary General** for Widikum-Boffe council and is responsible the defense of interest at definition, preparation, execution and acceptance stages of the services forming the subject of the jobbing order
- The beneficiary is **the company**.

2- Security

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

- The authority in charge of ordering payment shall be the **Mayor of Widikum-Boffe Council**.
- The body or official in charge of payment shall be the **Municipal Treasury of Widikum-Boffe Council**;
- The authority in charge of the clearance of expenditures shall be the **Divisional Controller of Finance – Momo**;
- The official competent to furnish information within the context of execution of this jobbing order shall be the Project owner, DDMINMAP 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 (CCL5);
- The law N° 96/12 of 05 August 1996 on the management of environment;
- The texts governing the trade;
- The Decree N° 2018/366 of 20/06/2018 to institute the Public Contracts Code;
- Decree N° 2001/048 of 23 February 2001 relating to the setting up, Organization and functioning of the Public Contracts Regulation Agency ARMP.
- Decree N° 2003/65/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- Order N° 093/CAB/PM of 5 November 2002 to fix the amount of the bid bond and the purchase fees for tender files;
- Order N° 22/CAB/PM of 02 February 2011 to lay down conditions for the recruitment of individual consultants;
- Order N° 23/CAB/PM of 02 February 2011 to lay down conditions for the implementation of request for quotation;
- Circular N°. 004/CAB/PM of 30 December 2005 relating to the application of the Public Contracts Code;
- Circular N°. 003/CAB/PM of 18 April 2008 relating to the observance of the rules governing the award; execution and control of Public Contracts;
- Circular N°. 002/CAB/PM of January 31, 2011 on the improvement of the performance of the Public Contracts system;
- Circular N°. 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;
- 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 06 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° 00000026/C/MINFI of 29/12/2023 on instructions relating to the execution of the finance law, monitoring and control of the execution of the State Budget, and other public entities for the 2024 financial year.
- Unified Technical Documents (DTU) for building works;
- The Norms in force in the Republic of Cameroon;
- The CCTP;
- Order N° 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:

- 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 region in which the work was done;
- In the case where the Project Owner is the addressee:

Sir/Madam_____ [to be specified] with a copy addressed to the Delegated Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.

c) In the case where the Delegating 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 Delegating 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 Delegating 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 lump sum 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 borne 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: Valorization 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: Valorization 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 summarizes and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment.

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

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

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

- 100 - 2.2 % paid directly into the account of the contractor;
- 2.2 % paid to the public treasury as AIR 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 N°. 2018/366 of 20th June 2018 to institute the Public Contracts Code.

ARTICLE 22: Penalties (CCAG article 32)

A. Penalties for lateness.

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

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

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

B. Specific penalties.

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

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

ARTICLE 23: Final detailed account (CCAG article 34)

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

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

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

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

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

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

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

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

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

24.3 If the final detailed account is signed without reservations, this acceptance definitely binds the two (02) parties, except in the case of interests on overdue payments; if there is 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 in 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:

- Preparatory works ;
- Construction works : (concrete and earth ponds)
- Supply of juveniles
- Environmental mitigation measures ;

ARTICLE 28: The obligations of the Project owner

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

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

ARTICLE 29: Execution Time Frame (CCAG article 38)

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

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

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

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

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

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

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

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

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

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

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

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

The contractor shall preserve in good state the site plan 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 solarized personnel.
- (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 MINEE latest fifteen (15) 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: Organization and security of the construction sites (CCAG article 50)

34.1 The sign boards:

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

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

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

34.2 The site installation plan:

The site installation plan shall be done considering the following:

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

34.2 The fencing of the construction site:

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

34.3 The building site installation:

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

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

34.4 The site logbook:

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

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

The following information 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 (Contracting authority)..... President,
- The DD MINMAP or his representativeObserver,
- The DD MINEPIA MOMO or his representative Member,
- The contract engineer.....Member,
- The project ManagerRapporteur,
- The Stores Accountant.....Member,
- Representative of the beneficiary communityMember
- 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 2018/366 of 20/06/2018 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.

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

Construction Standards/Specifications for Ponds

These specifications are generally appropriate to all earthen ponds. Practitioners should consult their local dam safety division for the latest version of pond construction specifications. All references to ASTM and AASHTO specifications apply to the most recent version.

Site Preparation

Areas designated for borrow areas, embankment, and structural works shall be cleared, grubbed and stripped of topsoil. All trees, vegetation, roots and other objectionable material shall be removed. Channel banks and sharp breaks shall be sloped to no steeper than 1:1. All trees shall be cleared and grubbed within 15 feet of the toe of the embankment.

Areas to be covered by the reservoir will be cleared of all trees, brush, logs, fences, rubbish and other objectionable material unless otherwise designated on the plans. Trees, brush, and stumps shall be cut approximately level with the ground surface. For dry stormwater management ponds, a minimum of a 25-foot radius around the inlet structure shall be cleared.

All cleared and grubbed material shall be disposed of outside and below the limits of the dam and reservoir as directed by the owner or his representative. When specified, a sufficient quantity of topsoil will be stockpiled in a suitable location for use on the embankment and other designated areas.

Earth Fill

Material - The fill material shall be taken from approved designated borrow areas. It shall be free of roots, stumps, wood, rubbish, stones greater than 6", frozen or other objectionable materials. Fill material for the center of the embankment, and cut off trench shall conform to Unified Soil Classification GC, SC, CH, or CL and must have at least 30% passing the #200 sieve. Consideration may be given to the use of other materials in the embankment if designed by a geotechnical engineer. Such special designs must have construction supervised by a geotechnical engineer.

Materials used in the outer shell of the embankment must have the capability to support vegetation of the quality required to prevent erosion of the embankment.

Placement - Areas on which fill is to be placed shall be scarified prior to placement of fill. Fill materials shall be placed in maximum 8 inch thick (before compaction) layers which are to be continuous over the entire length of the fill. The most permeable borrow material shall be placed in the downstream portions of the embankment. The principal spillway must be installed concurrently with fill placement and not excavated into the embankment.

Compaction - The movement of the hauling and spreading equipment over the fill shall be controlled so that the entire surface of each lift shall be traversed by not less than one tread track of heavy equipment or compaction shall be achieved by a minimum of four complete passes of a sheepsfoot, rubber tired or vibratory roller. Fill material shall contain sufficient moisture such that the required degree of compaction will be obtained with the equipment used. The fill material shall contain sufficient moisture so that if formed into a ball it will not crumble, yet not be so wet that water can be squeezed out.

When required by the reviewing agency the minimum required density shall not be less than 95% of maximum dry density with moisture content within 2% of the optimum. Each layer of fill shall be compacted as necessary to obtain that density, and is to be certified by the Engineer at the time of construction. All compaction is to be determined by AASHTO Method T-99 (Standard Proctor).

Cut Off Trench - The cutoff trench shall be excavated into impervious material along or parallel to the centerline of the embankment as shown on the plans. The bottom width of the trench shall be governed by the equipment used for excavation, with the minimum width being four feet. The depth shall be at least four feet below existing grade or as shown on the plans. The side slopes of the trench shall be 1 to 1 or flatter. The backfill shall be compacted with construction equipment, rollers, or hand tampers to assure maximum density and minimum permeability.

Embankment Core - The core shall be parallel to the centerline of the embankment as shown on the plans. The top width of the core shall be a minimum of four feet. The height shall extend up to at least the 10 year water elevation or as shown on the plans. The side slopes shall be 1 to 1 or flatter. The core shall be compacted with construction equipment, rollers, or hand tampers to assure maximum density and minimum permeability. In addition, the core shall be placed concurrently with the outer shell of the embankment.

Structure Backfill

Backfill adjacent to pipes or structures shall be of the type and quality conforming to that specified for the adjoining fill material. The fill shall be placed in horizontal layers not to exceed four inches in thickness and compacted by hand tampers or other manually directed compaction equipment. The material needs to fill completely all spaces under and adjacent to the pipe. At no time during the backfilling operation shall drive equipment be allowed to operate closer than four feet, measured horizontally, to any part of a structure. Under no circumstances shall equipment be driven over any part of a concrete structure or pipe, unless there is a compacted fill of 24" or greater over the structure or pipe.

Structure backfill may be flowable fill meeting the requirements of the local Department of Transportation or State Materials Testing Agency. The mixture shall have a 100-200 psi; 28 day unconfined compressive strength. The flowable fill shall have a minimum pH of 4.0 and a minimum resistivity of 2,000 ohm-cm. Material shall be placed such that a minimum of 6" (measured perpendicular to the outside of the pipe) of flowable fill shall be under (bedding), over and, on the sides of the pipe. It only needs to extend up to the spring line for rigid conduits. Average slump of the fill shall be 7" to assure flowability of the material. Adequate measures shall be taken (sand bags, etc.) to prevent floating the pipe. When using flowable fill, all metal pipe shall be bituminous coated. Any adjoining soil fill shall be placed in horizontal layers not to exceed four inches in thickness and compacted by hand tampers or other manually directed compaction equipment. The material shall completely fill all voids adjacent to the flowable fill zone. At no time during the backfilling operation shall drive equipment be allowed to operate closer than four feet, measured horizontally, to any part of a structure. Under no circumstances shall equipment be driven over any part of a structure or pipe unless there is a compacted fill of 24" or greater over the structure or pipe. Backfill material outside the structural backfill (flowable fill) zone shall be of the type and quality conforming to that specified for the core of the embankment or other embankment materials.

Pipe Conduits

All pipes shall be circular in cross section.

- **Corrugated Metal Pipe** - All of the following criteria shall apply for corrugated metal pipe:

Materials - (Polymer Coated steel pipe) - Steel pipes with polymeric coatings shall have a minimum coating thickness of 0.01 inch (10 mil) on both sides of the pipe. This pipe and its appurtenances shall conform to the requirements of AASHTO Specifications M-245 & M-246 with watertight coupling bands or flanges.

Materials - (Aluminum Coated Steel Pipe) - This pipe and its appurtenances shall conform to the requirements of AASHTO Specification M-274 with watertight coupling bands or flanges. Aluminum Coated Steel Pipe, when used with flowable fill or when soil and/or water conditions warrant the need for increased durability, shall be fully bituminous coated per requirements of AASHTO Specification M-190 Type A. Any aluminum coating damaged or otherwise removed shall be replaced with cold applied bituminous coating compound. Aluminum surfaces that are to be in contact with concrete shall be painted with one coat of zinc chromate primer or two coats of asphalt.

Materials - (Aluminum Pipe) - This pipe and its appurtenances shall conform to the requirements of AASHTO Specification M-196 or M-211 with watertight coupling bands or flanges. Aluminum Pipe, when used with flowable fill or when soil and/or water conditions warrant for increased durability, shall be fully bituminous coated per requirements of AASHTO Specification M-190 Type A. Aluminum surfaces that are to be in contact with concrete shall be painted with one coat of zinc chromate primer or two coats of asphalt. Hot dip galvanized bolts may be used for connections. The pH of the surrounding soils shall be between 4 and 9.

- **Coupling bands, anti-seep collars, end sections, etc.**, must be composed of the same material and coatings as the pipe. Metals must be insulated from dissimilar materials with use of rubber or plastic insulating materials at least 24 mils in thickness.

- **Connections** - All connections with pipes must be completely watertight. The drain pipe or barrel connection to the riser shall be welded all around when the pipe and riser are metal. Anti-seep collars shall be connected to the pipe in such a manner as to be completely watertight. Dimple bands are not considered to be watertight.

All connections shall use a rubber or neoprene gasket when joining pipe sections. The end of each pipe shall be re-rolled an adequate number of corrugations to accommodate the bandwidth. The following

type connections are acceptable for pipes less than 24 inches in diameter: flanges on both ends of the pipe with a circular 3/8 inch closed cell neoprene gasket, pre-punched to the flange bolt circle, sandwiched between adjacent flanges; a 12-inch wide standard lap type band with 12-inch wide by 3/8-inch thick closed cell circular neoprene gasket; and a 12-inch wide hugger type band with o-ring gaskets having a minimum diameter of 1/2 inch greater than the corrugation depth. Pipes 24 inches in diameter and larger shall be connected by a 24 inch long annular corrugated band using a minimum of 4 (four) rods and lugs, 2 on each connecting pipe end. A 24-inch wide by 3/8-inch thick closed cell circular neoprene gasket will be installed with 12 inches on the end of each pipe. Flanged joints with 3/8 inch closed cell gaskets the full width of the flange is also acceptable.

Helically corrugated pipe shall have either continuously welded seams or have lock seams with internal caulking or a neoprene bead.

- Bedding - The pipe shall be firmly and uniformly bedded throughout its entire length. Where rock or soft, spongy or other unstable soil is encountered, all such material shall be removed and replaced with suitable earth compacted to provide adequate support.

- Backfilling shall conform to "Structure Backfill".

- Other details (anti-seep collars, valves, etc.) shall be as shown on the drawings.

Reinforced Concrete Pipe - All of the following criteria shall apply for reinforced concrete pipe:

- Materials - Reinforced concrete pipe shall have bell and spigot joints with rubber gaskets and shall equal or exceed ASTM C-361.

- Bedding - Reinforced concrete pipe conduits shall be laid in a concrete bedding / cradle for their entire length. This bedding / cradle shall consist of high slump concrete placed under the pipe and up the sides of the pipe at least 50% of its outside diameter with a minimum thickness of 6 inches. Where a concrete cradle is not needed for structural reasons, flowable fill may be used as described in the "Structure Backfill" section of this standard. Gravel bedding is not permitted.

- Laying pipe - Bell and spigot pipe shall be placed with the bell end upstream. Joints shall be made in accordance with recommendations of the manufacturer of the material. After the joints are sealed for the entire line, the bedding shall be placed so that all spaces under the pipe are filled. Care shall be exercised to prevent any deviation from the original line and grade of the pipe. The first joint must be located within 4 feet from the riser.

- Backfilling shall conform to "Structure Backfill".

- Other details (anti-seep collars, valves, etc.) shall be as shown on the drawings.

Plastic Pipe - The following criteria shall apply for plastic pipe:

- Materials - PVC pipe shall be PVC-1120 or PVC-1220 conforming to ASTM D-1785 or ASTM D-2241. Corrugated High Density Polyethylene (HDPE) pipe, couplings and fittings shall conform to the following: 4" - 10" inch pipe shall meet the requirements of AASHTO M252 Type S, and 12" through 24" inch shall meet the requirements of AASHTO M294 Type S.

- Joints and connections to anti-seep collars shall be completely watertight.

- Bedding - The pipe shall be firmly and uniformly bedded throughout its entire length. Where rock or soft, spongy or other unstable soil is encountered, all such material shall be removed and replaced with suitable earth compacted to provide adequate support.

- Backfilling shall conform to "Structure Backfill".

- Other details (anti-seep collars, valves, etc.) shall be as shown on the drawings.

Drainage Diaphragms - When a drainage diaphragm is used, a registered professional engineer will supervise the design and construction inspection.

Concrete

Concrete shall meet the requirements of your local Department of Transportation or State Highway Administration Standard Specifications for Construction and Materials.

Rock Riprap

Rock riprap shall meet the requirements of the local Department of Transportation or State Materials Testing Agency.

Geotextile shall be placed under all riprap and shall meet the requirements of the local Department of Transportation or State Materials Testing Agency.

Care of Water during Construction

All work on permanent structures shall be carried out in areas free from water. The Contractor shall construct and maintain all temporary dikes, levees, cofferdams, drainage channels, and stream diversions necessary to protect the areas to be occupied by the permanent works. The contractor shall also furnish, install, operate, and maintain all necessary pumping and other equipment required for removal of water from various parts of the work and for maintaining the excavations, foundation, and other parts of the

work free from water as required or directed by the engineer for constructing each part of the work. After having served their purpose, all temporary protective works shall be removed or leveled and graded to the extent required to prevent obstruction in any degree whatsoever of the flow of water to the spillway or outlet works and so as not to interfere in any way with the operation or maintenance of the structure. Stream diversions shall be maintained until the full flow can be passed through the permanent works. The removal of water from the required excavation and the foundation shall be accomplished in a manner and to the extent that will maintain stability of the excavated slopes and bottom required excavations and will allow satisfactory performance of all construction operations. During the placing and compacting of material in required excavations, the water level at the locations being refilled shall be maintained below the bottom of the excavation at such locations which may require draining the water sumps from which the water shall be pumped.

Stabilization

All borrow areas shall be graded to provide proper drainage and left in a slightly condition. All exposed surfaces of the embankment, spillway, spoil and borrow areas, and berms shall be stabilized by seeding, liming, fertilizing and mulching in accordance with local Natural Resources Conservation Service Standards and Specifications.

Erosion and Sediment Control

Construction operations will be carried out in such a manner that erosion will be controlled and water and air pollution minimized. State and local laws concerning pollution abatement will be followed. Construction plans shall detail erosion and sediment control measures.

OPERATION AND MAINTENANCE

An operation and maintenance plan in accordance with Local or State Regulations will be prepared for all ponds. As a minimum, a dam inspection checklist shall be included as part of the operation and maintenance plan and performed at least annually. Written records of maintenance and major repairs needs to be retained in a file.

Supplemental Stormwater Pond and Wetland Specifications

1. It is preferred to use the same material in the embankment as is being installed for the core trench. If this is not possible because the appropriate material is not available, a dam core with a shell may be used. The cross-section of the stormwater facility should show the limits of the dam core (up to the 10-year water surface elevation) as well as the acceptable materials for the shell. The shape of the dam core and the material to be used in the shell, should be provided by the geotechnical engineer.
2. If the compaction tests for the remainder of the site improvements are using Modified Proctor (AASHTO T-180), then to maintain consistency on-site, modified proctor may be used in lieu of standard proctor (AASHTO T-99). The minimum required density using the modified proctor test method shall be at least 92% of maximum dry density with a moisture content of $\pm 1/2\%$ of the optimum.
3. For all storm water management facilities, a geotechnical engineer must be present to verify compaction in accordance with the selected test method. This information needs to be provided in a report to the design engineer, so that certification of the construction of the facility can be made.
4. A 4-inch layer of topsoil shall be placed on all disturbed areas of the dam embankment. Seeding, liming, fertilizing, mulching, etc. shall be in accordance with NRCS Soil Standards and Specifications or your local Standards and Specifications for Soil Erosion and Sediment Control. The purpose of the topsoil is to establish a good growth of grass which is not always possible with some of the materials that may be placed for the embankment fill.
5. Filter fabric placed beneath the rip-rap shall meet state or local department of transportation requirements for a Class "C" filter fabric. Some acceptable filter fabrics that meet the Class "C" criteria include:

- Mirafi 180-N
- Amoco 4552
- Webtec N07
- Geolon N70
- Carthage FX-705

This is only a partial listing of available filter fabrics based on information provided by the manufacturers to the 1997 Specifier's Guide dated December 1996. It is the responsibility of the engineer to verify the adequacy of the material, as there are changes in the manufacturing process and the type of fabric used, which may affect the continued acceptance.

6. The design engineer and geotechnical engineer should make the determination that the settlement of the pond will not cause excessive joint extension. For further information on joint extension analysis, see NRCS Publication TR-18.

7. Fill placement shall not exceed a maximum of 8-inch. Each lift shall be continuous for the entire length of the embankment.
8. The embankment fill shall not be placed higher than the centerline of the principle spillway until after the principle spillway has been installed. If the embankment needs to be excavated to install the principle spillway, the side slope shall be no less than 2:1.
9. The side slopes of a cut to repair a dam, install a principle spillway for an excavated pond, or other repair work, shall be done on a slope of no less than 2:1.

PART 06

SCHEDULE OF UNIT PRICES

UNIT PRICE SCHEDULE FOR THE CONSTRUCTION OF SEVEN PONDS IN WIDIKUM SUB DIVISION, MOMO NORTH WEST REGION					
Nº	DESIGNATED ITEMS	UNITS	QTY	U. P IN FIGURES	U P IN WORDS
000	INSTALLATION		-	-	-
1	Site installation	Is	1		
2	Identification and negotiation for laterite pits for backfilling	Is	1		
3	Geotechnical studies + execution plans	Is	1		
4	Environmental Impact notice	Is	1		
5	Terms of reference	Is	1		
6	Compensation on preliminary studies	Is	1		
	Sub-total 000				
100	SITE PREPARATION				
101	Site clearance	Is	1		
102	Setting out	Is	1		
	Sub -total 100				
200	CONSTRUCTION WORKS				
201	Construction of earth ponds (25x15m)	U	5		
202	Construction of concrete ponds	U	2		
300	SUPPLY OF JUVENILES		-		
301	Supply of <i>clarias</i> fish	No	8 000		
302	Supply of tilapia fish	No	1,000		
306	Supply of carp fish	No	1,000		
307	Introduction of pond plants and plankton species	Is	1		
308	Training of management committee	Is	1		

PART 07
DETAILED BILL OF QUANTITIES

**BILL OF QUANTITIES FOR THE CONSTRUCTION OF SEVEN PONDS IN WIDIKUM SUB DIVISION,
MOMO NORTH WEST REGION**

N°	DESIGNATED ITEMS	UNITS	QTY	U. P	TOTAL PRICE
000	INSTALLATION		-	-	-
1	Site installation	ls	1		
2	Identification and negotiation for laterite pits for backfilling	ls	1		
3	Geotechnical studies + execution plans	ls	1		
4	Environmental Impact notice	ls	1		
5	Terms of reference	ls	1		
6	Compensation on preliminary studies	ls	1		
	Sub-total 000				
100	SITE PREPARATION				
101	Site clearance	ls	1		
102	Setting out	ls	1		
	Sub -total 100				
200	CONSTRUCTION WORKS				
201	Construction of earth ponds (25x15m)	U	5		
202	Construction of concrete ponds (25x15m)	U	2		
			-		
300	SUPPLY OF JUVENILES				
301	Supply of clarias fish	No	8.000		
302	Supply of tilapia fish	No	1.000		
306	Supply of carp fish	No	1.000		
307	Introduction of pond plants and plankton species	ls	1		
308	Training of management committee	ls	1		
	Sub - total 300				
A	TOTAL WITHOUT TAXES				
B	T.V.A. (19.25%)				
C	A.L.R. (5.5 or 2.2%)				
D	TOTAL WITH ALL TAXES				
E	NET PAYMNET				
THIS BILL IS CLOSED AT:					

PART 08

UNIT PRICE BREAKDOWN

Lot :					
SUB-DETAIL OF PRICE N°:					101
DESCRIPTION OF ACTIVITY ON					
Prix N°:	Daily output		Total Quantity:	Unit:	Duration of activity (Days):
	CATEGORY	NUMBER	Daily Salary	Paid Man-day	Amount
A - PERSONNEL					
		TOTAL A			
	TYPE	NOMBER	Daily rate	Days billed	Amount
B - EQUIPMENT					
	TOTAL B				
	TYPE	UNIT	Unit price	Consumption	Amount
C - MATERIALS					
	TOTAL C				
D	TOTAL DIRECT COST		A+B+C		
E	GENERAL SITE EXPENSES		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)		

ANNEXES

PART 09
MODEL OF CONTRACT



JOBGING ORDER N° _____ JO/WC/2024 OF2024

Awarded after Open National Invitation to Tender N° 05 /ONIT/WIDIKUM-BOFFECOUNCIL/WCITB/2024 OF ___/___/2024 for the FOR THE CONSTRUCTION AND EQUIPMENT OF SEVEN (07) PONDS IN WIDIKUM MUNICIPALITY, WIDIKUM-BOFFE SUBDIVISION, MOMO DIVISION OF THE NORTH-WEST REGION.

HOLDER:

P.O. Box _____, Tel: _____ Fax: _____

Business Registry N°. _____ at
Taxpayer's No. _____

SUBJECT: Execution of _____ works;

PLACE : _____

EXECUTION DEADLINE: _____ (04) months

AMOUNT IN CFA F:

IAT	
EVAT	
VAT (19.25%)	
AIR (Income tax) (2.2or 5.5%)	
Net to be paid	

FINANCING: MINEPIA - PUBLIC INVESTMENT BUDGET – 2024

BUDGET HEAD: _____

SUBSCRIBED ON: _____
SIGNED ON: _____
NOTIFIED ON: _____
REGISTERED ON: _____

Between:

The Government of the Republic of Cameroon, represented by _____ hereinafter referred to the "Delegated Contracting Authority"

On the one hand,

And

_____ (enterprise)
P.O. Box _____ Tel: _____ Fax: _____
Business Registry No. _____
Taxpayer's No. _____

Represented by M _____, its General Manager, hereinafter referred to as the "Contractor"

On the other hand,

Agree on the following:

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

Page _____ and last of Contract N° _____/JO/WIDIKUM-BOFFECOUNCIL/WCITB/2024 of2024
Awarded after Open National Invitation to Tender N° 05/ONIT/WIDIKUM-
BOFFECOUNCIL/WCITB/2024 of 24/6/2024 FOR THE CONSTRUCTION AND EQUIPMENT OF SEVEN
(07) PONDS IN WIDIKUM MUNICIPALITY, WIDIKUM-BOFFE SUBDIVISION, MOMO DIVISION OF THE
NORTH-WEST REGION

With _____,

For the execution of _____ works

EXECUTION DEADLINE _____ (03) months

Amount of Contract in CFA F:

IAT	
EVAT	
VAT (19.25)	
AIR (2.2 or 5.5 %)	
Net to be paid	

Read and accepted by the Contractor

(place of signature) _____ (date)

Signature of Delegated Contracting Authority

(place of signature) _____ (date)

Registration

PART 10
MODEL DOCUMENTS TO BE USED BY BIDDER

A- MODEL OF UNDERTAKING BY BIDDER

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 N°____/ONIT/WIDIKUM-BOFFECOUNCIL/WCITB/2024 OF 24/6/2024 for the **CONSTRUCTION AND EQUIPMENT OF SEVEN (07) PONDS IN WIDIKUM MUNICIPALITY, WIDIKUM-BOFFE SUBDIVISION, MOMO DIVISION OF THE 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)

B- MODEL OF TENDER LETTER

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 N° ____/ONIT/WIDIKUM-BOFFECOUNCIL/WCITB/2024 OF ____/____/2024 FOR THE CONSTRUCTION AND EQUIPMENT OF SEVEN (07) PONDS, IN WIDIKUM MUNICIPALITY, WIDIKUM-BOFFE SUBDIVISION, MOMO DIVISION OF THE 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 one hundred and twenty (120) days deadline as from the date of opening of the bids.

Done in.....on the

The CONTRACTOR (Signature and seal)

C-

MODEL BID BOND

BID BOND

Reference of the guarantee: N° _____

Invitation to tender N° _____

We understand that _____ (hereinafter called "the bidder"), has submitted his bid on _____ **FOR THE CONSTRUCTION AND EQUIPMENT OF SEVEN (07) PONDS IN WIDIKUM-BOFFE SUBDIVISION, MOMO DIVISION OF THE NORTH-WEST REGION.**

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

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

The conditions of this commitment are as follows:

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

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

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

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

Signature and stamp of the Guarantors

Date _____

Address _____

D-

MODEL PERFORMANCE GUARANTEE

PERFORMANCE GUARANTEE

JOBGING ORDER N° ____/JO/WCITB/2024

We understand that _____ (hereinafter called "the contractor"), has engage pursuant to contract

JOBGING ORDER N° ____/JO/WCITB/2024 awarded after an open national invitation to tender in **N° 05/ONIT/WIDIKUM-BOFFECOUNCIL/WCITB/2024 OF 24/6/2024 FOR THE CONSTRUCTION AND EQUIPMENT OF SEVEN (07) PONDS IN WIDIKUM-BOFFE SUBDIVISION, MOMO DIVISION OF THE 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 _____

E- MODEL OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee Advance Payment

Bank _____

Reference of the guarantee: N° _____

Contract N° _____

To the (Delegated Contracting Authority),

Company _____

We, Bank _____ were informed that the Mayor of Widikum-Boffe Council acting as the Contracting Authority and acting as a Contractor, have concluded a contract

FOR THE CONSTRUCTION AND EQUIPMENT OF SEVEN (07) PONDS IN WIDIKUM-BOFFE SUBDIVISION, MOMO DIVISION OF THE 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 _____

F- MODEL OF RETENTION GAURANTEE

MODEL OF PERFORMANCE BOND (GUARANTEE RETENTION)

Bank:

Reference of the Bond No:

Addressed to The Lord Mayor of Widikum-Boffe Council, Widikum-Boffe Sub Division.
Hereinafter referred to as "The Contracting Authority"

Whereas (name and address of Contractor) hereinafter referred to "the Contractor",
pledge, in execution of the Contract, to carry out the works FOR THE CONSTRUCTION AND EQUIPMENT
OF SEVEN (07) PONDS IN WIDIKUM-BOFFE SUBDIVISION, MOMO DIVISION OF THE NORTH-WEST
REGION

Whereas it is stipulated in the Contract that the Guarantee Retention fixed at ten percent (10%) of the
amount of the Contract may be replaced by a joint guarantee;

Whereas we have agreed to provide the Contractor with this guarantee;

We, (name and address of bank),

Represented by (name of signatories) and hereinafter referred to as
"the Bank";

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the
Delegated Contracting Authority for a maximum amount of (in figures and in
letters) corresponding to ten percent (10%) of the Jobbing Order amount.

And we pledge to pay to the Delegated Contracting Authority within a maximum deadline of eight (8)
weeks upon his simple written request declaring that the contractor has not fulfilled his contractual
obligations or is indebted to the Delegated Contracting Authority within the meaning of the contract,
amended where need be, by its additional clauses, without being able to defer the payment nor raise any
contest for whatever reason, any sum(s) within the limits of the amount equal to ten percent (10%) of the
total amount of the works featuring in the final detailed account, without the Delegated Contracting
Authority having to prove or give the reasons nor the motive for the amount of the sum indicated above.

We hereby agree that no change or addendum or any other amendment shall release us of any
obligation incumbent on us by virtue of this bond and we hereby derogate by the present to the
notification of any amendment, addendum or change.

This bond shall enter into force upon signature. It shall be released within thirty (30) days from the date
of the final acceptance of the works and upon released issued by the Delegated Contracting Authority.

Any request for payment formulated by the Delegated Contracting Authority by virtue of this bond should
be done by registered mail with acknowledgement of receipt to reach the bank during the period of
validity of this commitment.

This bond shall, for purposes of its interpretation and execution, be subject to Cameroon law. Cameroon
courts shall be the only jurisdictions competent to rule on this pledge and its consequences.

Signed and authenticated by the bank at on
[signature of the bank]

G- FORMATS OF REFERENCES OF BIDDER

LIST OF WATER SUPPLY PROJECTS EXECUTED BY THE COMPANY

NO	YEAR	NAME OF THE PROJECT	NAME OF THE PROJECT OWNER AND TELEPHONE NUMBER	CONTRACT AMOUNT	CONTRACT DURATION	DATE OF ACCEPTANCE
1						
2						
3						
4						
5						

DONE ONAT

By

SIGNATURE

H- PRINCIPAL EQUIPMENT OF CONTRACTOR

MODEL TABLE OF EQUIPMENT

Nº	DESIGNATION OF THE EQUIPMENT	DESCRIPTION, MARK	AGE AND STATE	NUMBER AVAILABLE	OWNER OR NOT
1					
2					
3					
4					
5					
6					
7					

DONE ONAT

Mr.....

SIGNATURE

**I- MODEL FORM OF QUALIFICATIONS AND EXPERIENCE OF KEY
PERSONNEL**

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							

J- MODEL OF SITE VISIT AND SITE VISIT REPORT

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
N° ____/ONIT/WIDIKUM-BOFFECOUNCIL/WCITB/2024 OF ____/____/2024
FOR THE CONSTRUCTION AND EQUIPMENT OF SEVEN (07) PONDS IN WIDIKUM MUNICIPALITY, WIDIKUM-
BOFFE SUBDIVISION, MOMO DIVISION OF THE 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

MODEL SITE VISIT REPORT

I) INTRODUCTION

II) NAME OF THE ENTERPRISE:

DATE:

III) COMMENTARY

1- Nature of the project site:

2- Accessibility to the project site:

3- Vegetation:

4- Topography of the site:

IV) AVAILABILITY OF SERVICES

V) AVAILABILITY OF MATERIALS

VI) DIFFICULTIES

VII) CONCLUSION

Signature of the contractors' engineer

Part N°. 11

PRELIMINARY STUDIES

Note on preliminary studies

In accordance with the Public Contracts Code, the Project Owner or Delegated Contracting Authority must, prior to commencing the procedure to award Contracts or refer to the competent Tenders Board, ensure that draft Tender Files are prepared based on preliminary studies.

These studies must be required during the examination of the Tender File (TF) by the Tenders Board.

The Project Owner is bound to fill the questionnaire in annex 1 accompanied by justifications of the said studies.

Annex N°. 7: Justification of preliminary studies

1. Attach the preliminary studies.
2. Indicate
 - 2.1. The date studies were carried out;
 - 2.2. The name of the Public or private Project Manager
 - 2.3. References of the Contract, if Private Manager carried it out;
 - 2.4. If maintenance works
 - 1.4.1 Description of the studies;
 - 1.4.2 Attach the outline of the itinerary bringing out readings of degradations as well as the approved programming documents.
- 1.5 Rehabilitation or new works
 - 1.5.1 Are quantities in the quotations the same as those of the studies?
 - 1.5.2 Description of studies: Draft Preliminary Study, Detailed Preliminary Study;
 - 1.5.3 Attach the said studies.

N.B. For services of less scope, the Project Owner may furnish a justification of calculation of quantities of the Tender File.

- The chairperson of the Tenders Board may, before taking a decision, seek expert advice on the quality of the studies.

PART N°: 12

PLANING OF WORK EXECUTION

PLANNING OF WORK EXECUTION

OPEN NATIONAL INVITATION TO TENDER:

N° ____/ONIT/WIDIKUM-BOFFECOUNCIL/WCITB/2024 OF ____/____/2024

N ^o	DESCRIPTION	Duration	FIRST MONTH				SECOND MONTH				THIRD MONTHetc					
			1	2	3	4	5	6	7	8	9	10	11	12	13	14
Lot 100	PREPARATORY WORKS															
101																
102																
Lot 200	FOR THE CONSTRUCTION AND EQUIPMENT OF FIVE (05) PONDS IN WIDIKUM MUNICIPALITY, WIDIKUM-BOFFE SUBDIVISION, MOMO DIVISION OF THE NORTH-WEST REGION															
201																
202																
203																
301																

PART N°: 13

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

I- BANKS

1. Afriland First Bank
2. Banque Atlantique
3. Banque Gabonaise pour le Financement International (BGFI BANK)
4. Banque International du Cameroun pour l'Épargne et le Crédit (BICEC)
5. CITI Bank
6. Commercial Bank of Cameroon (CBC)
7. Ecobank
8. National Financial Credit Bank
9. Société Camerounaise de Banque au Cameroun
10. Société Générale Cameroun
11. Standard Chartered Bank Cameroon
12. Union Bank of Cameroon
13. United Bank for Africa.

II- Insurance companies

14. Chanas Insurance
15. Activa Insurance
16. Zenithe Insurance SA BP Douala

EVALUATION GRID

EVALUATION GRID

Open National Invitation to Tender N° ____/ONIT/WIDIKUM-BOFFECOUNCIL/WCITB/2024 of ____/____/2024 FOR THE CONSTRUCTION AND EQUIPMENT OF SEVEN (07) PONDS IN WIDIKUM MUNICIPALITY, WIDIKUM-BOFFE SUBDIVISION, MOMO DIVISION OF THE NORTH-WEST REGION

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder) with a fiscal stamp.
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of Tender File of fourty two thousand (42.000) CFAF issued by Public treasury
A.6	A bid bond of Five hundred thousand (500.000) CFAF issued by a first rate-financial institution approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contracts Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.
A.9	Certificate of fiscal conformity for 2024.
A.10	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.
A.11	Plan and attestation of location of the Company signed by the Chief of Taxation
A.12	Power of attorney if necessary
A.13	Special Technical Clauses initialed in all the pages and signed at the last page
A.14	Special Administrative Clauses completed and initialed in all the pages and signed at the last page

The absence or the nonconformity of the one of these documents will result to the elimination of the offer

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

MARKING GRID				
N°	CRITERIA	CONFORMITY		OBSERVATION
		YES	NO	
GENERAL PRESENTATION OF THE BIDS				
	Presence of all the documents			
1	Properly bind			
2	Table of content			
3	Page separators in colour apart from white			
4	Order prescribed respected			
5	Clearness of the documents			
6	Presence of all the documents			
REFERENCES OF THE COMPANY IN THE DOMAIN OF WATER SUPPLY				
7	Minimum one (01) registered contract (1st and last pages) certified by a competent authority			

8	Minimum one (01) PV of reception corresponding to the-joint contracts certified by a competent authority			
PERMANENT OR MOBILIZABLE MATERIAL MEANS				
9	Proof of a vibrator in good operating condition			
10	Proof of a vehicle (Pick up 4 x 4 or van) (own or hire)			
11	Proof of a, head pans, rubber buckets, spades, shovels, dig axes, hammers			
QUALIFICATION OF SITE PERSONNEL				
12	Organizational Chart of the company			
13	Organizational Chart of site with comments			
14	Works Director (Fishery/Aquaculture Engineer with at least 03 years of experience in similar works)			
15	Certified copy of National identity card not more than three months old			
16	Certified copy of the Diploma of Work Director signed by the DO, SDO or the Governor			
17	CV signed and dated by the works Director			
19	Attestation of availability.			
20	Site foreman (at least Higher Technician in Civil or Rural Engineering with at least 03 years of experience in similar works)			
21	Certified copy of certificate of Foreman			
22	Certified copy of National identity card not more than three months old			
23	CV signed and dated by the site foreman DO, SDO or the Governor			
24	Certificate of availability signed by the owner			
25	Assistant site foreman (at least a technician in civil or Rural Engineering with at least three 03 years of experience			
26	Certified copy of certificate of site Foreman DO, SDO or the Governor			
27	Certified copy of National identity card not more than three months old			
29	CV signed and dated by the site foreman			
30	certificate of availability signed by the owner			
METHODOLOGY OF INTERVENTION AND EXECUTION OF THE WORKS				
31	Attestation of site Visit			
32	Site Visit report			
33	Detailed technical note concerning the organisation and the execution of works			
34	Planning of execution of works			
35	Respect of the duration of work			
36	Description of safety measures at the building site			
37	Description of socio - environmental measures for the protection the site			
38	Coherence in the execution of works			
39	Coherence in the organisation of the site			
40	CCTP dully initialled on each page and signed and dated on the last page			
CAPACITY OF SELF-FINANCING				
41	Attestation of credibility Minimum 75% of the bid price in F CFA			

ENVELOPE C- FINANCIAL FILE

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

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 80% of the essential criteria taken in account.

The Contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 80% of the essential criteria.

Eliminatory criteria

10. Absence of bid bond in the administrative file;
11. Non respect of 48hrs given for absence or non-conformity of any other document in the administrative file;
12. Deadline for delivery higher than prescribed;
13. False declaration or falsified documents;
14. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
15. Incomplete financial file;
16. Change of quantity or unit;
17. Non respect of 33/41 (80%) of essential criteria.
18. Suspended by MINMAP in 2024

Essential criteria

10. Pursuant to circular letter No 00005/LC/MINMAP/CAB of 26/12/2023
11. Absence of bid bond in the administrative file;
12. Non respect of 48hrs given for absence or non-conformity of any other document in the administrative file;
13. Deadline for delivery higher than prescribed;
14. False declaration or falsified documents;
15. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
16. Incomplete financial file;
17. Change of quantity or unit;
18. Non respect of 80% of essential criteria.

11. Main qualification criteria

The criteria relating to the qualification of candidates could be indicative on the following:
The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 80% of the essential criteria taken in account.

The Contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 80% of the essential criteria.

PART No 14

- GRAPHIC PLANS

