

REPUBLIC OF CAMEROON  
Peace-Work fatherland

MINISTRY OF DECENTRALISATION  
AND LOCAL DEVELOPMENT

NORTH WEST REGION

DONGA MANTUNG DIVISION

NWA COUNCIL.

NWA COUNCIL INTERNAL TENDER BOARD  
TENDERS BOARD

REPUBLIQUE DU CAMEROUN  
Paix-Travail-Patrie

MINISTERE DE LA DECENTRALISATION  
ET DU DEVELOPPEMENT LOCALE

REGION DU  
NORD-OUEST

DEPARTEMENT DE  
DONGA MANTUNG

COMMUNE DE NWA

COMMISSION INTERNE  
de Passation des Marchés

**OPEN NATIONAL INVITATION TO TENDER**

62/NT/1357

N° /ONIT/MINDDEVEL/NWR/NC/NCITB/2019 OF 5<sup>TH</sup> APRIL 2019

FOR THE CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME AT  
NTONG VILLAGE, NWA SUB-DIVISION, DONGA MANTUNG DIVISION,  
NORTH WEST REGION.

CONTRACTING AUTHORITY: THE MAYOR OF NWA COUNCIL.

FINANCING: PIB/ MINEE, 2019 FINANCIAL YEAR

EXPENDITURE AUTHORIZATION N°

\*\*\*\*\*

IU 05463

VOTE OF CHARGE N°

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5332423026416522246821

**TENDER FILE**

## TABLE OF CONTENTS

This Invitation to tender comprises:

|                        |  |
|------------------------|--|
| <b>Document N°1 :</b>  | <b>Tender Notice</b>   |
| <b>Document N°2 :</b>  | <b>The special regulations governing the invitation to tender (<i>General regulations for the invitation to tender "RGAO" and Regulations particular of the invitation to tender "RPAO"</i>)</b> |
| <b>Document N°3 :</b>  | <b>The special administrative conditions(<i>"CCAP"</i>)</b>  |
| <b>Document N°4 :</b>  | <b>The special technical conditions (<i>"CCTP"</i>)</b>  |
| <b>Document N°5 :</b>  | <b>The Unit Price schedule</b>   |
| <b>Document N°6 :</b>  | <b>The framework of detailed cost estimates</b>  |
| <b>Document N°7 :</b>  | <b>The framework of sub-detail of prices</b>   |
| <b>Document N°8 :</b>  | <b>The model forms applicable</b>  |
| <i>Form N° 1</i>       | <i>Declaration of the intention to tender</i>  |
| <i>Form N° 2</i>       | <i>The model tender letter</i>   |
| <i>Form N° 3</i>       | <i>The model surety bond</i>   |
| <i>Form N° 4</i>       | <i>The Model bid Bond</i>  |
| <i>Form N° 5</i>       | <i>The model performance bond</i>  |
| <i>Form N° 6</i>       | <i>The model bank guarantee for the refund of the start-off advance</i>  |
| <i>Form N° 7</i>       | <i>The model undertaking by the bidder</i>   |
| <i>Form N° 8</i>       | <i>The model commitment of availability</i>  |
| <i>Form N° 9</i>       | <i>The model Contract</i>  |
| <b>Document N°9 :</b>  | <b>Annexes</b>   |
| <i>Annex N° 01</i>     | <i>The curriculum vitae</i>  |
| <i>Annex N° 02</i>     | <i>The professional references</i>   |
| <i>Annex N° 03</i>     | <i>The equipment list</i>  |
| <i>Annex N° 04</i>     | <i>The key staff form</i>  |
| <i>Annex N° 05</i>     | <i>The Sub-price detail</i>  |
| <i>Annex N° 06</i>     | <i>The site visit report</i>   |
| <i>Annex N° 07</i>     | <i>The Evaluation grille</i>   |
| <b>Document N°10 :</b> | <b>List of banking establishments and financial bodies authorised to issue bonds for public contracts</b>  |
| <b>Document N°11 :</b> | <b>Drawings (Plans and/or diagrams)</b>  |

REPUBLIC OF CAMEROON  
Peace-Work fatherland  
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MINISTRY OF DECENTRALISATION  
AND LOCAL DEVELOPMENT  
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NORTH WEST REGION  
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DONGA MANTUNG DIVISION  
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NWA COUNCIL.  
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*NWA COUNCIL INTERNAL TENDER BOARD  
TENDERS BOARD*  
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REPUBLIQUE DU CAMEROUN  
Paix-Travail-Patrie  
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MINISTERE DE LA DECENTRALISATION  
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DEPARTEMENT DE  
DONGA MANTUNG  
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COMMUNE DE NWA  
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*COMMISSION INTERNE  
de Passation des Marchés*  
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6211/151/1357

**TENDER NOTICE**  
**DOCUMENT 1**

**OPEN NATIONAL INVITATION TO TENDER**  
**N° \_\_\_\_/ONIT/ MINDDEVEL/NWR/NC/NCITB/2019 OF 5<sup>TH</sup> APRIL 2019**

**FOR THE, CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME AT NTONG VILLAGE,  
NWA SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION..**

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

The THE MAYOR OF NWA COUNCIL. (Contracting Authority) hereby representing the State of Cameroon within the frame-work of the 2019 Public Investment Budget (PIB 2019), launches under emergency procedure of 21 days an opened national invitation to tender for **THE, CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME AT NTONG VILLAGE, NWA SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION**

**2) CONSISTENCY OF WORKS:**

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

**3) NATURE OF SERVICE:**

The services involved in this invitation to tender shall require **THE, CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME AT NTONG VILLAGE, NWA SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION**

| Subject  | Locality                           | Bid Bond     | TOTAL COST      | Tender Fee  |
|--|------------------------------------|--------------|-----------------|-------------|
| THE, CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME AT NTONG VILLAGE, NWA SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION | NTONG VILLAGE IN NWA SUB DIVISION. | 280 000 FCFA | 14 000 000 FCFA | 28 000 FCFA |

#### **4) PARTICIPATION:**

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

#### **5) DURATION OF EXECUTION**

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

#### **6) CONSULTATION OF TENDER FILE:**

The Tender documents may be consulted and obtained immediately after publication of this invitation to tender during working hours at the NWA COUNCIL. (Nwa Council Internal Tenders Board)). The document shall be obtained upon presentation of a receipt testifying the payment of a non-refundable sum of **TWENTY EIGHT THOUSAND (28 000) francs CFA** payable to the ~~Public~~ <sup>Municipal</sup> Treasury. **NWA,**

#### **7) ADMISSIBILITY OF BIDS AND BID BONDS:**

Each bidder shall enclose in his administrative documents a bid bond (provisional guarantee) that respects the model in this tender file of **TWO HUNDRED AND EIGHTY THOUSAND (280 000) francs CFA** issued by a first-rate bank approved by the Ministry in charge of Finance featuring on the list in document 10 of the tender file and valid for thirty (30) days beyond the validity of the tenders.

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

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

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

#### **8) SUBMISSION OF BIDS:**

Each bid written in English or French shall be signed by the bidder or by a duly authorized representative and presented in seven (7) copies, that is one (01) original and six (06) copies labelled as such. These shall be submitted in one external sealed envelope containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical file and Envelope C: Financial file.

The sealed external envelope shall bear no information about the company and shall reach the Nwa Council Internal Tenders Board.), not later than the **25<sup>th</sup> April 2019 at 10:00am** local time and note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic.

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

**621/11/1357** OPEN NATIONAL INVITATION TO TENDER  
N°       /ONIT/ MINDDEVEL/NWR/NC/NCITB/2019 OF 5<sup>TH</sup> APRIL 2019

**FOR THE CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME AT NTONG VILLAGE,  
NWA SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION.**

*(To be opened only during bids opening session)*

## 9) DURATION OF TENDER VALIDITY

Bidders will remain committed to their offers for a period of ONE HUNDRED AND TWENTY DAYS (120) days from the last date for the submission of tenders, that is, the tenders shall be valid for 90 (ninety) days with effect from their submission deadline.

## 10) OPENING OF BIDS:

Bids shall be opened by the Nwa Council Internal Tenders Board in a single phase on the 25<sup>th</sup> April 2019 at 11:00am local time in the hall provided at the Nwa Council Chambers. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Any bid which shall not comply with the requirements of the tender file shall be rejected. Bids shall be opened and assessed in a single (01) phase of two stages where:-

### a) Stage I shall involve:

- i) Opening and appraisal of validity, authenticity and completeness
- ii) Opening of envelopes containing technical documents to appraise and evaluate technical proposals

**NB:** Any bids which shall not obtain 75% score in the technical evaluation shall simply be eliminated.

### b) Stage II Opening of financial offers to appraise proposed amount for the project.

## 11) ASSESSMENT CRITERIA:

Tender conformity shall be evaluated as per the following:

### A) Eliminary Criteria.

- B) Bids submitted in unsealed envelopes and packs;
- C) Offers (bids) submitted after the deadline or time limit;
- D) Absence of original or properly certified administrative documents, and not submitted within 48hrs on request.
- E) Incomplete technical or financial documents;
- F) Absence of bid bond or bid bond lower than expected
- G) External envelope with identification marks
- H) Bidders who have been suspended from public contracts.
- I) Omission of unit price schedule and.
- J) Technical and administrative evaluation mark less than 75% ;

False declaration or forged documents

### K) Evaluation Criteria.

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

#### > Main Criteria

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

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

-Any Bid that shall not score at least 75% evaluation shall simply be rejected.

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

## 12) AWARD OF CONTRACT:

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

**13) FINANCING:**

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

| Subject   | Amount for the Project | Vote of charge N°      | Expenditure authorization N° |
|---|------------------------|------------------------|------------------------------|
| THE CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME BY GRAVITY IN MBIPJI VILLAGE, NWA SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION | 14 000 000 FCFA        | 5332423026416522246821 | IU 05463                     |

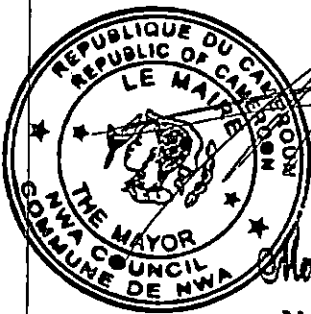
**14) FURTHER INFORMATION:**

Additional (supplementary) technical information may be obtained during working hours from the service for the award of contracts at the Nwa Council Internal Tenders Board.

**15) AMENDMENT TO THE INVITATION TO TENDER:**

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

Nwa, the \_\_\_\_\_

|   |  |
|---|--|
| <p><b>Copies :</b></p> <ul style="list-style-type: none"> <li>- MINMAP</li> <li>- ARMP Bamenda (for publication and filing)</li> <li>- THE Mayor of NWA council</li> <li>- NCITB</li> <li>- CRTV</li> <li>- Local Radio House(s), to facilitate publicity</li> <li>- BILL BOARDS</li> <li>- CHRONO</li> </ul> | <p><b>THE MAYOR NWA COUNCIL.</b><br/>(for the Contracting Authority)</p>  <p><i>Alamyong Lawrence Ngansah</i><br/><b>MAITRISE COM / LIT</b><br/><b>UNI.YAO.I</b></p> |
|---|--|

# DOCUMENT N° 3

## SPECIAL REGULATIONS FOR THE INVITATION TO TENDER

### **Article 1: SUBJECT OF TENDER**

The THE MAYOR OF NWA COUNCIL., Contracting Authority, is launching an OPEN NATIONAL INVITATION TO TENDER

**FOR THE, CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME AT NTONG VILLAGE,  
NWA SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION**

Financed by the 2019 PIB.

### **Article 2: CONSISTENCE OF WORK**

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

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

#### **2.1. PARTICIPATION**

Participation in this Invitation to tender is open to all those CAMEROON companies/enterprises that have experience in the execution of potable water projects by gravity.

#### **2.2 CONSULTATION AND ACQUISITION OF TENDER DOCUMENTS**

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

The tender files will be obtained on presentation of a payment into the State treasury of a non-refundable sum, representing the cost of acquisition of the tender file which is **twenty eight thousand (28 000) Francs CFA**.

When obtaining the tender documents, bidder must get registered indicating their full address (post office box, tel. n° fax n° etc)

#### **2.3 SITE VISIT**

Each bidder is required to visit the site to assess the constraints and **MUST PRODUCE** in his offer, a report of his visit bearing pictures and an attestation of his site visit signed by the contractor or his Engineer.

### **Article 3: COMPLIANCE WITH CONDITIONS OF TENDER**

**3.1** The bidders must meet the technical conditions of the Tender Documents. However, they may also propose alternatives (quantity, method of execution, and type of equipment) based on their investigations and visits to the catchment area and the localities to be supplied with potable water, in strict compliance with standards and approved norms applicable in Cameroon (Water Law).

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

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

### **ARTICLE 4: COMPOSITION OF TENDER DOCUMENTS**

Documents forming part of this Tender is composed of the following:

DOCUMENT N°. 1: Tender Notice

DOCUMENT N°. 2: Special Regulations of the Tender - (R.P.A.O)

DOCUMENT N°. 3: Special Administrative clauses (C.C.A.P)

DOCUMENT N°. 4: Special Technical Clauses (CTTP)

DOCUMENT N°. 5: Unit price schedule (CBPU)

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

DOCUMENT N°. 7: Detail prices

DOCUMENT N°. 8: Forms and Model

8.1: Submission form

8.2: Model of BID BOND

- 8.3: Model of Final Guarantee
- 8.4: Summary of Plans, drawn up by the Contracting Authority (see RPAO, Envelope B)

#### **ARTICLE 5: ADDENDUM TO TENDER DOCUMENTS**

In case some bidders have to request additional information or have doubts about the exact meaning of parts of the bidding documents, they should refer in writing to the address below to obtain the necessary clarifications, before submitting their bids:- The Mayor of NWA COUNCIL DONGA MANTUNG DIVISION.

The addenda to the Tender Dossier can be added by the Contracting Authority, to make clearer understanding of the Tender document or make other technical amendments to these documents.

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

#### **Article 6: BID BOND**

The Bid Bond to be issued by a bank approved by the MINFI for the sum of **two hundred and eighty thousand (280 000) Francs CFA** as indicated in point 8 of the Invitation to Tender.

#### **Article 7: ESTABLISHMENT OF THE OFFER**

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

#### **Article 8: DURATION**

Work should be completed within a period of five (05) months, to be confirmed by the bidder, from the date of signature of the Service Order to start work. A month after signing the Jobbing Order by the bidder, if the work is not started, he automatically loses the Jobbing Order to the second bidder on the list.

#### **Article 9: SUBMISSION OF THE BID**

##### **9.1 The outer envelope**

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

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

**N° \_\_\_\_/ONIT/ MINDDEVEL/NWR/NC/NCITB/2019 OF 5<sup>TH</sup> APRIL 2019**

**FOR THE CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME AT NTONG VILLAGE, NWA SUB-**

**DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION. Financed by the PIB 2019.**

*«TO BE OPENED ONLY DURING THE BID OPENING SESSION»*

##### **9.2 Inner envelopes**

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

##### **Envelope A: Administrative Documents**

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

- 1- A stamped declaration of the Contractor's intention to tender or the Tender's Commitment Statement , which shall carry the contractor's full name(s), nationality, his function as well as the name of the company or consortium he is representing the location of its Headquarters. It shall also indicate the project for which the bid is being tendered, the list of documents that have been initialled and are being submitted, and the planned duration of the works.
- 2- A certified copy of the Contractor's valid Tax Payers Card.
- 3- A Tax Assessment Notice issued by the competent Taxation Centre.
- 4- A Business Licence (Patente) for the current financial year and the preceding financial year, showing the turnover of the company or consortium.
- 5- An Affidavit of Non-Bankruptcy issued by the competent Court.
- 6- An Attestation issued by the National Social Insurance Fund (CNPS).
- 7- An Attestation of Bank Account issued by a bank authorized by the Ministry of Finance.
- 8- BID BOND for this tender (Caution de Soumission).
- 9- An Attestation of payment of all assessed Taxes (Current Tax Clearance Certificate).
- 10- The Power of Attorney, if necessary.
- 11- A receipt showing the amount paid to obtain the tender document issued by the NWA COUNCIL Treasury.
- 12- An Attestation of Non-Exclusion from the Public Contract System issued by the Public Contracts Regulatory Agency, Bamenda.
- 13- A Certificate of Incorporation issued by the competent Court (Régistre de Commerce, Acte Notarié).



### 9.3.2- Envelope B: Technical Documents

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

#### 1- Personnel of the Enterprise

- A detailed technical note concerning the quality as well as the level of education of the personnel, indicating their experience in the construction of gravity water projects.
- Certified true copies of the highest certificates of the personnel issued not more than three (03) months by the competent services.
- Signed and dated Curriculum Vitae of the personnel.

#### 2- Structure of the Enterprise and that of the project

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

#### 3- References of the Enterprise

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

#### 4- Logistic capabilities of the Enterprise

- Certified true copies of vehicle documents issued not more than three (03) months by the competent services,
- List of all other items of equipment necessary for the execution of the works, showing quantities available and proof of ownership.

#### 5- Technical proposal.

##### Methodology of execution of the works

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

#### 6- Knowledge of work site

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

#### 7- Special Technical Clauses, duly initialled on all pages.

### 9.3.3- Envelope C: Financial Documents

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

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

#### 2- List of Tasks and sub-detail of Unit Price Scheduled, completed and initialed on each page

#### 3- Special Administrative Clauses completed and initialed on each page.

#### 4- Tender specimen.

#### 5- Specifications of unit prices. In words and figures.

### 9.3.4- Presentation of Bids

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

#### OPEN NATIONAL INVITATION TO TENDER

N<sup>o</sup> \_\_\_\_/ONIT/ MINDDEVEL/NWR/NC/NCITB/2019 OF 5<sup>TH</sup> APRIL 2019

FOR THE CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME AT NTONG VILLAGE, NWA SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION "TO BE OPENED ONLY DURING THE BIDS OPENING SESSION"

### 9.3.5- Submission of Bids

The envelope containing envelopes A, B and C shall be submitted not later than the date and time indicated hereinabove, to the Nwa Council Internal Tenders Board.

### 9.3.6- Acknowledgment of Receipt of Bids

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

#### ARTICLE 10: CONFORMITY OF THE BID

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

#### ARTICLE 11: CRITERIA FOR THE EVALUATION OF THE BID

11.1 - - TECHNICAL DOCUMENTS.....30 YES/NO

- **General presentation of the tender document**
  - Presence of intermediary separating papers.....Yes/No
  - Pages are numbered.....Yes/No
  - Document is solidly bound.....Yes/No
  - Visa and Signed copy of Special Technical terms. ....Yes/No
  - Visa and Signed copy of Particular Administrative Terms (Jobbing Order)..Yes/No
- **Personnel of the Enterprise [Engineer(s), Foreman and Co-ordinator.]**
  - Detailed technical note on the quality of the personnel, their level of education as well as their experience in the domain of gravity water supply.....Yes/No
  - Engineer :**
    - More than 5 years experience.....Yes/No
  - Higher technician:**
    - More than 3 years experience ..... Yes/No
  - Technician :**
    - More than 3 years experience ..... Yes/No
    - Certified true copies of the certificates of personnel ..... Yes/No
    - Signed Curriculum Vitae of personnel involved in the project .....Yes/No
    - Organization chart of Work Distribution..... Yes/No
    - Organization chart of the company.....Yes/No
- **References of the Enterprise in the domain of potable water supply**
  - **Certified true copies of the minutes of the Final Reception of potable water supply project(s) realized by the Enterprise if any ...**
    - Two certified Final Reception Reports (minutes) .....Yes/No
  - **Certified true copies of Jobbing Orders or Contracts of potable water supply Projects realized by the Enterprise.**
    - Certified copies of jobbing orders for two (02) projects.....Yes/No
    - Proof of knowledge in matters related to potable water attested by a brief account of the Company's know-how ..... Yes/No
    - Technical summary on the construction of potable water supply by gravity not more than one page.....Yes/NO
- **Equipment of the Enterprise**
  - Certified true copies of vehicle documents signed not more than 3 months .....Yes/No
  - List of other materials and key equipment that would enable the project to be carried out following established norms and regulations, indicating quantities available.
    - List of key equipment ..... Yes/No
    - Proof of ownership or hired of key equipment..... Yes/No
- **Methodology for executing the works.**
  - Detailed technical description of the works to be executed, in conformity with execution plans.....Yes/No
  - Presentation of other necessary execution plans, where necessary.....Yes/No
  - Organizational chart of the project .....Yes/No
  - Manpower deployment schedule.....Yes/No
  - Execution timeframe with a maximum delay of three (05) months.....Yes/No
- **Capacity to Pre-finance.**
  - By 100% personal financial means (bank statement).....Yes/No
  - Other engagement to pre-finance .....Yes/No
- **Has financed previous jobs of:**

- More than twenty million CFA (proved by copy of contract(s)).....Yes/No

#### **Knowledge of the locality to be supplied with water**

- Genuine and signed Report of Worksite (indicating observations with pictures).....Yes/No
- Attestation of Site Visit signed by the engineer of the enterprise.....Yes/No

#### **11.2-FINANCIAL CRITERIA**

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

#### **ARTICLE 12: AWARD OF JOBBING ORDER**

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

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

### **DOCUMENT N° 03: THE SPECIAL ADMINISTRATIVE CONDITIONS**

| <b>CONTENT OF THE SPECIAL ADMINISTRATIVE CONDITIONS</b> |  |
|---|--|
| <b>CHAPTER I</b>  | <b>GENERAL PROVISIONS</b>  |
| Article 1   | Purpose of the Jobbing Order   |
| Article 2   | Laws and rules applicable  |
| Article 3   | Mode of contract award   |
| Article 4   | Language applicable to the Jobbing Order                                       |
| Article 5   | Funding  |
| Article 6   | Constituent documents of the Jobbing Order                                     |
| Article 7   | Definition and duties  |
| Article 8   | Representative of the Contractor (Entrepreneur)                                |
| Article 9   | Content of works   |
| Article 10  | Notification/Service order and correspondence                                  |
| Article 11  | Knowledge of the site, general conditions of works/Residence of the Contractor |
| <b>CHAPTER II</b>                                       | <b>EXECUTION OF WORKS</b>  |
| Article 12  | Consistency of works, Time-limits for execution / time-limits for mobilization |
| Article 13  | Obligation of the Delegated Contracting Authority                              |
| Article 14  | Role and responsibility of the entrepreneur (Contractor)                       |
| Article 15  | Planning of work and Sub-contracting   |
| Article 16  | Equipment and personnel to be put in place                                     |
| Article 17  | Replacement of supervisory staff   |
| Article 18  | Modification to supplies   |
| Article 19  | Sources of supplies  |
| Article 20  | Access to the site   |
| Article 21  | Duties of the project manager  |
| Article 22a   | Putting the site at the disposal of the Contractor                             |
| Article 22b   | Site Installation  |
| Article 23  | Environmental protection   |
| Article 24  | Cleaning of the site   |
| Article 25  | Operations required before acceptance  |
| Article 26  | Acceptance   |
| Article 27  | Period of guarantee  |
| Article 28  | Maintenance during the period of guarantee                                     |
| Article 29  | Laws governing labour  |

|                    |  |
|--------------------|--|
| <b>CHAPTER III</b> | <b>FINANCIAL CONDITIONS</b>                        |
| Article 30         | Amount of the Contract ( <i>Jobbing Order</i> )    |
| Article 31         | Price consistency                                  |
| Article 32         | Sub-detailed prices                                |
| Article 33         | Mode and venue of payment of supplies              |
| Article 34         | Final bond   |
| Article 35         | Security   |
| Article 36         | Variation of prices                                |
| Article 37         | Stamp and registration                             |
| Article 38         | Tax and customs regime                             |
| Article 39         | Penalties  |
| <b>CHAPTER IV</b>  | <b>FINAL PROVISIONS</b>                            |
| Article 40         | Risks, reserves and force majeure                  |
| Article 41         | Settlement of disputes                             |
| Article 42         | Documents to be provided by the contractor         |
| Article 43         | Termination of Contract                            |
| Article 44         | Special commercial charges                         |
| Article 45         | Validity and entry into force of the Jobbing Order |

## **CHAPTER I: GENERAL PROVISIONS**

### **Article 1: PURPOSE OF THE CONTRACT**

The purpose of this contract is **THE, CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME AT NTONG VILLAGE, NWA SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION**

### **Article 2: LAWS AND RULES APPLICABLE**

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

### **Article 3: MODE OF CONTRACT AWARD**

The contract shall be awarded following an Open National Invitation to Tender in accordance with decree, N°: 2018/366 of the 20<sup>th</sup> of JUNE 2018 instituting the Public Contracts Code.

### **Article 4: LANGUAGE APPLICABLE IN THE CONTRACT**

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

### **Article 5: FUNDING**

Works referred to in the Invitation to Tender shall be funded through the 2019 Public Investment Budget (PIB) of the Ministry of WATER RESOURCES AND ENERGY.

### **Article 6 : CONSTITTUEMENT DOCUMENTS OF THE CONTRACT**

#### **Documents of specific nature**

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

#### **Documents of general nature**

This Jobbing Order shall be governed by the following texts:

- Law N° 96/12 of 05 August 1996 on the management of the environment.
- Law N°98/005 of 14 April 1998 Governing the Water Sector in Cameroun
- Texts governed the various professional bodies.
- Decree N°. N°: 2018/366 of the 20<sup>th</sup> of JUNE 2018 to institute the public Contract Code
- Decree N°. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contract Regulatory Agency.
- Decree N°. 2003/651/PM of 16<sup>th</sup> April 2003 to lay down the procedure for implementing the Tax and customs system applicable to Public Contracts
- Order N°. 03/CAB/PM of 13 February 2007 enforcing the General Administrative clauses applicable to public works, supplies and services contract;

- Circular letter N° 001/C/MINFI of 28<sup>th</sup> December 2018 bearing instructions relating to Finance Law Implementation, Follow-up and Control of the execution of the budget of the State, Administrative Public Establishments, Regional and Local Authorities and Subsidized Bodies for the 2019 Financial Year.
- Decree No 2013/27 of 5<sup>th</sup> August, 2013 modifying and completing certain dispositions of Decree No 2012/074 of 8<sup>th</sup> March, 2012 bearing on the creation, Organisation and functioning of Tenders Boards.
- Norms in force ;

#### **Article 7: DEFINITIONS AND DUTIES**

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

- 1.0 The authority in charge of public contracts is the Divisional Delegate of MINMAP
- 2 The Contracting Authority (signatory authority) is the MAYOR OF NWA COUNCIL.
- 3 The Authorizing Officer is the MAYOR OF NWA COUNCIL.
- 4 The Contract Engineer is Divisional Delegate of Water Resources and Energy for Donga-Mantung
- 5 The Project control Engineer (Project manager) is the Chief of service for water and sanitation, MINEE Donga Mantung Division. He is charged with the supervision and control of the works to be executed.
- 6 The Control Brigade of the Divisional Delegation of Public Contracts for Donga Mantung will carry out control rounds for the works of the contract as per their attributions.
- 7 The contract manager is the council development officer (CDO) for NWA council.

#### **Article 8: REPRESENTATIVE OF THE CONTRACTOR**

8.1- Within fifteen (15) days that follow the date of notification of the service order to begin works, the contractor (entrepreneur) should designate the site foreman who will have the right of representation and sufficient decision to direct the site, to do the necessary supplies and to engage the enterprise.

8.2- For the execution of this present Jobbing Order, the contractor' "elects Resident should be in NWA TOWN". In case of change of domiciliation without informing the administration, all notifications destined to the contractor will be addressed care of (c/o) the Divisional Officer of NWA SUB DIVISION.

That is, within ten (10) calendar days following notification of the service order, the contractor shall be bound to appoint the person in charge of the site or foreman who shall have sufficient powers for representation and decision to lead the works. Signed by the contractor, this appointment shall be addressed by letter to the Project Manager (*Chief of Works*). Within five (05) days, the appointment shall be considered approved if the Contracting Authority does not give objection to it.

#### **Article 9: CONTENT OF WORKS**

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

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

##### **Service Order**

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

##### **Correspondence**

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

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

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

The contractor (entrepreneur) shall visit the site at his expense to acquaint himself with the effective work to be done and make concrete performance proposals. He is expected to have visited and acquainted himself with the site of works and the surroundings so as to have adequate knowledge of all its features, the nature of works to be executed, the type of materials to be supplied, ways and means of access to the site, the necessary facilities, and also the following:-

- The general conditions of execution of works and in particular the specific needs.
- The proper physical conditions of the work site (the nature of soil, the nature and quantity of materials met on the surface or likely to be met underground, etc).
- The local, normal and exceptional meteorological and seismic conditions: their consequences (water erosion, the possibilities of flooding and the position of the water table).
- The local conditions, particularly those of supplying and storage of the materials.
- The means of communication, transportation, and the supply of water and electricity.
- The possibility of sufficiently providing the qualified manpower.
- All constraints resulting from the social legislation, the fiscal and customs regime applicable to him.
- The possible presence of nearby enterprises also executing distinct contracts.
- The obligation to conform himself to the hygienic and security plans as well as to the yard regulation and to the staff's security and discipline.

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

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

**CHAPTER II: EXECUTION OF THE WORKS**

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

The works that form the subject of the present Jobbing Order, consist of all works foreseen in the bill of quantities estimated FOR THE, CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME AT NTONG VILLAGE, NWA SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION

Time-limits for execution covers:

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

Under no circumstances shall the duration for execution exceed **ONE HUNDRED AND TWENTY (120) calendar** days except in the situation of Force Majeure.

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

**Article 13: OBLIGATION OF THE CONTRACTING AUTHORITY**

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

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

The contractor shall within ten (10) days from the date of notification of the signed contract submit to the Contracting Authority two (02) copies of the program of delivery pending approval by the Project Engineer and within thirty (30) days as from this date register seven (07) copies of the contract. As well

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

Hence:

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

#### **Article 15: PLANNING OF WORKS**

Within ten (10) days from the date of notification of the service order to begin works, the contractor shall submit to the project engineer the program of delivery in five copies for approval. Any important modifications brought to this program will only be applied after having received the project engineer's prior agreement. It shall be established every month end at the entrepreneur's diligence and at his expenses, the state of advancement of works to be sent to the administration in seven copies.

#### **Article 16: EQUIPMENT AND PERSONNEL TO BE PUT IN PLACE**

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

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

#### **Article 17: REPLACEMENT OF SUPERVISORY STAFF**

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

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

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

#### **Article 18: MODIFICATION TO SUPPLIES**

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

#### **Article 19: SOURCES OF SUPPLIES**

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

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

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

#### **Article 20: ACCESS TO THE SITE**

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

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

#### **Article 21: DUTIES OF THE CONTRACT ENGINEER**

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

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

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

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

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

#### **Article 22b: SITE INSTALLATION.**

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

The Authorising officer shall convene the committee for site installation in consultation with the contractor and contract Engineer. No site installation shall take place in the absence of the contract Engineer or his/her representative.

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

- The project owner or his representative.....chairperson
- The contract Engineer.....secretary
- The project manager.....member



- The DDMINMAP.....member
- DD MINEPAT.....Member
- The contract manager.....member
- The contractor.....member.

Minutes shall be drawn and signed by all members.

**Article 23: ENVIRONMENTAL PROTECTION**

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

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

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

**Article 24: CLEANING OF THE SITE**

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

**Article 25: TECHNICAL ACCEPTANCE OF WORKS.**

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

- The project owner.....Chairperson
- The contract Engineer ..... Secretary
- The follow up engineer (project manager) .....Member
- The contract manager.....member
- The Contractor or Representative ..... Member

**Remark:** *For each of the receptions, a report shall be prepared by the Secretary on the site and signed by all the members on the site.*

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

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

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

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

**Article 26: ACCEPTANCE**

Provisional acceptance shall be programmed by the Authorising officer at the request of the contractor through the contract engineer in case the execution of works is satisfactory. The Authorising officer shall thus invite members of the acceptance committee for the operation.

The acceptance committee shall be made up as follows:

- The project owner .....Chairperson
- The contract Engineer ..... Secretary
- The project manager or follow up engineer.....member
- DD MINMAP .....Member
- DD MINEPAT.....Member
- The contract manager.....Member

- The Contractor or Representative ..... Member

As soon as the contractor by writing informs Chairman of the reception committee, he shall summon a meeting of the committee to carry out the provisional reception in consultation with the contract engineer. No reception shall be done in the absence of the contract engineer.

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

The provisional acceptance shall give rise to a reception report which shall be signed on the spot by all the members of the committee. This report of provisional technical reception shall mark the end of works.

**Remark:** *For each of the receptions, a report shall be prepared by the Secretary on the site and signed by all the members on the site.*

#### **Article 27: PERIOD OF GUARANTEE**

The period of guarantee for works relating to THE, CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME AT NTONG VILLAGE, NWA SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION IS TWELVE(12) months from the date of provisional reception.

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

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

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

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

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

#### **Article 29: LAWS GOVERNING LABOUR**

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

### **CHAPTER III- FINANCIAL CONDITIONS**

#### **Article 30: AMOUNT OF THE CONTRACT**

The amount of this contract shall be ..... Francs CFA and shall be stated in the detailed estimates, on the flyleaf and on the signature page.

#### **Article 31: PRICE CONSISTENCY**

**Contractor's price:**

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

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

- the nature of the class;
- transport and access conditions to the site at any period of the year;
- constraints relating to the geographic situation of works;
- Presence or absence of an association in the village.

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

They also comprise the following headings:

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

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

#### **Article 32: SUB -DETAILED PRICES**

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

#### **Article 33: MODE AND VENUE OF PAYMENT FOR SUPPLY**

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

##### **- End of delivery**

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

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

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

##### **- General and final account**

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

- The final account;
- The final payment;

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

##### **- Payment of works:**

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

Each request for payment shall include the following documents:

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

#### **34) Release of bank guarantee**

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

#### **Article 35: SECURITY**

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

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

#### **Article 36: VARIATION OF PRICES**

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

#### **Article 37: STAMP AND REGISTRATION**

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

#### **Article 38: TAX AND CUSTOMS REGIME**

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

#### **Article 39: PENALTIES**

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

- 1/2000<sup>th</sup> of the amount of the contract per calendar day overrun, from the 1<sup>st</sup> to the 30<sup>th</sup> day;
  - 1/1000<sup>th</sup> of the amount of the contract per calendar day, beyond the 30<sup>th</sup> day;
  - Penalties for lateness shall not exceed ten percent (10%) of the amount of the contract;
- A percentage higher than 10% shall lead to termination of the contract.

### **CHAPTER IV: FINAL PROVISIONS**

#### **Article 40: RISKS, RESERVES AND FORCE MAJEURE**

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

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

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

**Article 41: SETTLEMENT OF DISPUTES**

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

**Article 42: DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR**

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

**Article 43: TERMINATION OF CONTRACT**

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

- non-registration of the contract within the required time-limits;
- non-compliance of technical documents;
- a delay exceeding fifteen calendar days in the execution of a service order or an unjustified halt of works exceeding seven (07) calendar days;
- a delay giving rise to penalties beyond 10% of the amount of the contract;
- refusal to carry over works not properly done;
- refusal to carry out works notified by service order;
- unilateral modification to provisions of the tender file relating to materials and supervisory staff;
- replacement of more than 50% of personnel ;
- Non-payment of insurance charges.

**Article 44: SPECIAL COMMERCIAL CHARGES**

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

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

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

**Article 45: VALIDITY AND ENTRY INTO FORCE OF THE CONTRACT**

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

# DOCUMENT N° 6

## SPECIAL TECHNICAL CLAUSES

### SPECIAL TECHNICAL CLAUSES

#### SUMMARY

#### INTRODUCTION

#### CHAPTER I: GENERAL INFORMATION

Article 1: volume of work to be executed

Article 2: general introduction

#### CHAPTER II: ORIGIN AND QUALITY OF GEOMATERIALS AND CEMENT

Article 3: Quality and quantity of Geomaterials

Article 4: Origin and quality of sand

Article 5: Origin and quality of gravel

Article 6: Origin and quality of stones

Article 7: Origin and quality of cement

#### CHAPTER III: CONCRETE WORKS

Article 8: Preparation of Concrete

#### CHAPTER IV: METHOD OF EXECUTION

Article 9: General information

9.1 Security at the work site

9.2 Traffic

Article 10: Stone Masonry

Article 11: Pointing and plastering

11.1 Painting

11.2 Plastering

Article 12: Plumbing works

12.1 Pipe Specifications

12.1.1 Control tests on pipes

12.2 Fitting Specifications

Article 13: Piping

13.1 Description

13.2 Care/Laying of pipes

13.3 Method of determining quality of G.I. and PVC piping laid

#### CHAPTER V: CONSTRUCTION METHODS

Article 14: Setting out of works

Article 15: Excavation of Trenches

Article 16: Backfill

Article 17: Maintenance of Excavations.

#### CHAPTER VI: WORK EVALUATION METHOD

Article 18: Calculation of the Level of Realization.

#### INTRODUCTION

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

#### CHAPTER I: GENERAL INFORMATION

#### ARTICLE 1: VOLUME OF WORK TO BE EXECUTED

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

## **ARTICLE 2: GENERAL INSTRUCTIONS**

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

BEFORE THE START OF WORKS, the contractor shall provide the contract Engineer with:

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

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

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

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

It is therefore obligatory for the contractor to execute the works in conformity with:

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

Subject to any approved modifications indicated in the project log book by the Supervising Engineer.

The Contractor shall take note of any omissions or discrepancies that may exist in the above documents mentioned in the preceding paragraph, which omissions or discrepancies could fundamentally affect the technical or aesthetic quality of the works executed to his detriment, and call the attention of the Supervisory Engineer who shall remain at the disposal of the Contractor for necessary information and inquiries throughout the duration of the project.

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

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

## **CHAPTER II: ORIGINE AND QUNLITY OF GEOMATERIALS AND CEMENT**

### **ARTICLE 3: QUALITY AND QUANTITY OF GEOMATERIALS**

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

#### **ARTICLE 4: ORIGIN AND QUALITY OF SAND**

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

#### **ARTICLE 5: ORIGIN AND QUALITY OF GRAVEL**

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

#### **ARTICLE 6: ORIGIN AND QUALITY OF STONES**

Stones shall be obtained from deposits or quarries chosen by the contractor and approved by the Supervising Engineer. No stone shall have a dimension less than (20) centimeters. Basalt stones, commonly called black stones, are highly recommended, or else stones of other quality, such as un-weathered granites, rhyolites, ignimbrites, etc, duly tested and approved by the Supervising Engineer, may also be used if deemed necessary, they shall be washed with iron brushes.

#### **ARTICLE 7: ORIGIN AND QUALITY OF CEMENT**

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

### **CHAPTER III: CONCRETE WORKS**

#### **ARTICLE 8: PREPARATION OF CONCRETE**

Concrete works shall be of three (03) kinds:

- 1 Mass concrete for foundations works; it shall be a mixture of 250kg of cement per  $M^3$  of sand and of appropriate thickness.
- 2 Re-in forced concrete for floor and roof slabs and slab covers for storage tanks, valve chambers and interruption chambers; it shall be a mixture of 350kg of cement per  $M^3$  of sand and shall be of appropriate thickness.
- 3 Mass concrete for catchment works; it shall be a mixture of 400kg of cement per  $M^3$  of sand.

### **CHAPTER 4: METHOD OF EXECUTION**

#### **ARTICLE 9: GENERAL INFORMATION**

##### **ARTICLE 9.1: SECURITY AT THE WORK SITE**

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

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

##### **ARTICLE 9.2: TRAFFIC**

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



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

#### **ARTICLE 10: STONE MASONRY**

Stone masonry shall be aesthetical and in accordance with structure type and civil engineering rules.

Binding mortar shall be a mixture of 400kg of cement per  $M^3$  of sand, no grain of which have a dimension exceeding 4mm

Mortar containing a mixture of 450kg of cement per  $M^3$  of sand shall be used for finishing of the external joints of non-visible walls of stone masonry.

Mortar consisting of a mixture of 500kg of cement per  $M^3$  of sand, to which shall be added a quality of SIKAN° 1 recommended by the manufacturer and approved by the Supervising Engineer, shall be used for waterproofing the interior surfaces of water-retaining structures (storage tanks, interruption chambers, sedimentation basin, filters etc.....)

#### **ARTICLE 11: POINTING AND PLASTERING**

##### **11.1 POINTING**

The joints of the external walls of stone masonry that are visible shall be carefully pointed to give them an aesthetic look. Mortar containing 600kg of cement per  $M^3$  of sand shall be used for pointing, with a cement past (1:0) finish.

##### **11.2 PLASTERING**

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

#### **ARTICLE 12: PLUMBING WORKS**

By plumbing works include:

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

##### **12.1 PIPE SPECIFICATIONS**

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

**Table I: physical Characteristics of pipes**

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

## **TOLERANCES**

OVALIZATION :  $\pm 1\text{mm}$

Length of pipe:  $\pm 1\% \Rightarrow \pm 6\text{cm}$

Socket length:  $\pm 0.6\text{mm}$

### **12.1.1 CONTROL TESTS FOR PIPES**

#### **i) Length**

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

#### **ii) External diameter**

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

iii) Thickness verification should adhere to the specifications presented in table II below

**Table II: Thickness**

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

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

#### **iii) Socket length**

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

#### **v) Shrinkage cracks**

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

#### **vi) Internal pressure**

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

#### **Vii) Impact**

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

**Table III: Impact Test Schedule**

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

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

**viii) Labels**

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

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

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

**12.2 FITTINGS SPECIFICATIONS**

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

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

**TABLE IV: SPECIFICATIONS FOR FITTING**

| Description of goods  | Description of goods |
|-----------------------|----------------------|
| ADAPTOR UNION 25-¾"   | NIPPLE 2"            |
| ADAPTOR UNION 32-1"   | NIPPLE 2 ½"          |
| ADAPTOR UNION 40-1 ¼" | PVC ELBOW 63         |
| ADAPTOR UNION 50-1 ½" | PVC RED SOCKET 40-32 |
| ADAPTOR UNION 62-2 "  | PVC RED SOCKET 50-40 |
| ADAPTOR UNION 75-2 ½" | PVC RED SOCKET 63-50 |
| AIR VALVES            | PVC RED SOCKET 75-50 |
| BALL VALVES 1 ½"      | PVC RED SOCKET 75-63 |
| BALL VALVE 2"         | PVC TEE 32           |
| DEC VALVE 1 1½"       | PVC TEE 40           |
| DEC VALVE 2"          | PVC TEE 50           |
| DEC VALVE 0¾"         | PVC TEE 63           |
| DEC VALVE 2"          | PVC TEE 75           |
| DEC VALVE 2½"         | PVC VALVE 32         |
| ELBOW 0¾"             | PVC VALVE 40         |
| ELBOW 1¼"             | PVC VALVE 50         |
| ELBOW 1½"             | PVC VALVE 63         |
| ELBOW 2"              | PVC VALVE 75         |
| ELBOW 2½"             | REDUCER G.I. 1"-3/4" |
| FLOAT VALVE 63        | PVC RED SOCKET 75-63 |
| G.I. PIPE 0¾"         | SADLE PIECE 32-1"    |
| G.I. PIPE 1"          | SADLE PIECE 40-1"    |
| G.I. PIPE 1¼"         | SADLE PIECE 50       |
| G.I. PIPE 1½"         | SADLE PIECE 50-1"    |
| G.I. PIPE 2"          | SADLE PIECE 63       |
| G.I. PIPE 2½"         | SADLE PIECE 63-1"    |
| G.I. SOCKET 0¾"       | SADLE PIECE 75-1"    |
| G.I. SOCKET 1¼"       | TAP 0¾"              |
| G.I. SOCKET 1½"       | UNION 0¾"            |
| G.I. SOCKET 2"        | UNION 1"             |
| G.I. TEE 1"           | UNION 1¼"            |
| G.I. TEE 1¼"          | UNION 1½"            |
| G.I. TEE 1½"          | UNION 2"             |
| G.I. TEE 2"           | UNION 2½"            |
| G.I. TEE 2½"          | NON RETURN VALVE 2"  |
| NIPPLE 0¾"            | GABA JOINT           |
| NIPPLE 1"             | GLUE 1 KG            |
| NIPPLE 1¼"            | HERMI (ROLL)         |
| NIPPLE 1½"            | SAND PAPER (ML)      |

**ARTICLE 13: PIPING**

**13.1 DESCRIPTION**

This item consist of the supply and laying of all pipes, including the installation of accessories like Couplings, tees, reducers, etc, etc. to entirely complete this item as per these specifications and plans provided.

**13.2 CARE/LAYING OF PIPES**

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

Elements.

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

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

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

Only skilled plumbers shall be employed on any plumbing work.

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

**13.3 METHOD OF DETERMING QUALITY OF GI AND PVC PIPING LAID**

The quantity of PVC and GI piping laid shall be measured per linear meter of laid pipe.

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

**CHAPTER 5: CONSTRUCTION METHODS**

**ARTICLE 14: SETTING OUT OF WORKS**

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

**ARTICLE 15: EXCAVATION OF TRENCHES**

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

**ARTICLE 16: BACKFILL**

The Contractor shall be responsible for all backfill operations. However, such operations shall only be carried out after the dimensions of the trenches have been approved by the contract Engineer. After the pipes have been laid in the trenches by qualified plumbers, and successful hydraulic tests conducted, they shall be carefully covered with soil and rammed in, in soil layers of 20cm thick. The backfilling of pipes crossing Motorable roads shall be done in conformity with laid down norms. The compaction requirement for backfill shall be at least 90% of the dry modified optimum proctor density.

**ARTICLE 17: MAINTENANCE OF EXCAVATIONS**

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

**CHAPTER 6: WORK EVALUATION METHOD**

**ARTICLE 18: CALCULATION OF THE OVERALL LEVEL OF REALISATION**

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

## UNIT PRICE SCHEDULE

### UNIT PRICE SCHEDULE FOR THE CONSTRUCTION OF POTABLE WATER SCHEME AT NTONG VILLAGE, NWA SUB DIVISION, DONGA - MANTUNG DIVISION NORTH WEST REGION.

| No  | DESIGNATION OF WORKS   | UNIT | Q'TY | UNIT COST | AMOUNT |
|---|--|------|------|-----------|--------|
| <b>PIASE 100 SITE INSTALLATION</b>        |  |      |      |           |        |
| 10<br>1                                   | Site installation and mobilization of personnel  | LS   | 1    |           |        |
| 10<br>2                                   | Site clearance and pegging of pipe line  | LS   | 1    |           |        |
| 10<br>3                                   | Environmental Impact Notice (EIN)  | LS   | 1    |           |        |
| <b>Sub Total 100</b>                      |  |      |      |           |        |
| <b>LOT 200 STRUCTURES AT NDEM QUARTER</b> |  |      |      |           |        |
| 20<br>1                                   | Construction of water point, catchment   | U    | 1    |           |        |
| 20<br>2                                   | Construction of storage tank 5m <sup>3</sup> for the water point   | U    | 1    |           |        |
| 20<br>3                                   | Construction of wash basin with 4 head taps, (2head taps for the wash basin and 2head taps for carrying drinking water on the opposite side with complete installations) | U    | 1    |           |        |
| <b>Sub Total 200</b>                      |  |      |      |           |        |
| <b>LOT 300 STRUCTURES AT KER QUARTER</b>  |  |      |      |           |        |
| 30<br>1                                   | Rehabilitation of intake, wash basin   | U    | 1    |           |        |
| 30<br>2                                   | Construction of stand tap each at health center and the technical school   | U    | 2    |           |        |
| 30<br>3                                   | Construction of control valve chambers/fittings  | U    | 1    |           |        |
| <b>Sub Total 300</b>                      |  |      |      |           |        |
| <b>LOT 400 EARTH WORKS</b>                |  |      |      |           |        |
| 40<br>1                                   | Excavation of Pipe line  | ML   | 800  |           |        |
| 40<br>2                                   | Backfilling of pipe line   | ML   | 800  |           |        |
| <b>Sub Total 400</b>                      |  |      |      |           |        |
| <b>LOT 500 PIPE WORKS</b>                 |  |      |      |           |        |
| 50<br>1                                   | Supply and laying of PVC Ø 40mm NP10   | ML   | 200  |           |        |
| 50<br>2                                   | Supply and laying of PVC Ø 32mm NP10   | ML   | 600  |           |        |
| 50<br>3                                   | Supply and laying of GI pipes at stream crossings/protection   | U    | 1    |           |        |
| 50<br>4                                   | Pipe line indicators   | U    | 10   |           |        |

|    |   |    |     |  |  |
|----|---|----|-----|--|--|
| 50 |   |    |     |  |  |
| 5  | Fittings/accessories  | LS | 1   |  |  |
|    | Sub Total 500   |    |     |  |  |
|    | LOT 600 CATCHMENT PROTECTION  |    |     |  |  |
| 60 | Demarcation and fencing of catchment with barb wire and planting of life fence supervised by MINEE and council. | LS | 2   |  |  |
| 60 | Planting of Environmental friendly trees at the catchments  | No | 100 |  |  |
| 60 | Water Quality Analysis  | LS | 1   |  |  |
|    | Sub Total 500   |    |     |  |  |
|    | LOT 700 OTHERS  |    |     |  |  |
| 70 | Formation of Water Management Committee and training of two water care takers supervised by MINEE and councils  | LS | 1   |  |  |
| 70 | Provision of tool kit and water management guide. Checked and confirmed by MINEE                                | LS | 1   |  |  |
|    | Sub Total 700   |    |     |  |  |
|    | TOTAL EXCLUDING TAXES   |    |     |  |  |
|    | VAT @ 19.25%  |    |     |  |  |
|    | AIR @ 5.5%  |    |     |  |  |
|    | TOTAL TAXES   |    |     |  |  |
|    | TOTAL INCLUDING TAXES   |    |     |  |  |
|    | NET AMOUNT PAYABLE  |    |     |  |  |

## DOCUMENT N°07

## QUANTITATIVE AND QUALITATIVE ESTIMATES

## BILL OF QUANTITIES AND COST ESTIMATES FOR THE CONSTRUCTION OF POTABLE WATER SCHEME AT NTONG VILLAGE, NWA SUB DIVISION, DONGA - MANTUNG DIVISION NORTH WEST REGION.

| No                                 | DESIGNATION OF WORKS   | UNIT | Q'TY | UNIT COST | AMOUNT |
|------------------------------------|--|------|------|-----------|--------|
| PHASE 100 SITE INSTALLATION        |  |      |      |           |        |
| 101                                | Site installation and mobilization of personnel  | LS   | 1    |           |        |
| 102                                | Site clearance and pegging of pipe line  | LS   | 1    |           |        |
| 103                                | Environmental Impact Notice (EIN)  | LS   | 1    |           |        |
| Sub Total 100                      |  |      |      |           |        |
| LOT 200 STRUCTURES AT NDEM QUARTER |  |      |      |           |        |
| 201                                | Construction of water point, catchment   | U    | 1    |           |        |
| 202                                | Construction of storage tank 5m3 for the water point   | U    | 1    |           |        |
| 203                                | Construction of wash basin with 4 head taps, (2head taps for the wash basin and 2head taps for carrying drinking water on the opposite side with complete installations) | U    | 1    |           |        |
| Sub Total 200                      |  |      |      |           |        |
| LOT 300 STRUCTURES AT KER QUARTER  |  |      |      |           |        |
| 301                                | Rehabilitation of intake, wash basin   | U    | 1    |           |        |
| 302                                | Construction of stand tap each at health center and the technical school   | U    | 2    |           |        |
| 303                                | Construction of control valve chambers/fittings  | U    | 1    |           |        |
| Sub Total 300                      |  |      |      |           |        |
| LOT 400 EARTH WORKS                |  |      |      |           |        |
| 401                                | Excavation of Pipe line  | ML   | 800  |           |        |
| 402                                | Backfilling of pipe line   | ML   | 800  |           |        |
| Sub Total 400                      |  |      |      |           |        |
| LOT 500 PIPE WORKS                 |  |      |      |           |        |
| 501                                | Supply and laying of PVC Ø 40mm NP10   | ML   | 200  |           |        |
| 502                                | Supply and laying of PVC Ø 32mm NP10   | ML   | 600  |           |        |
| 503                                | Supply and laying of GI pipes at stream crossings/protection   | U    | 1    |           |        |
| 504                                | Pipe line indicators   | U    | 10   |           |        |
| 505                                | Fittings/accessories   | LS   | 1    |           |        |
| Sub Total 500                      |  |      |      |           |        |
| LOT 600 CATCHMENT PROTECTION       |  |      |      |           |        |
| 601                                | Demarcation and fencing of catchment with barb wire and planting of life fence supervised by MINEE and council.  | LS   | 2    |           |        |
| 602                                | Planting of Environmental friendly trees at the catchments   | No   | 100  |           |        |
| 603                                | Water Quality Analysis   | LS   |      |           |        |

|     |   |    |   |  |  |
|-----|---|----|---|--|--|
|     |   |    | 1 |  |  |
|     | Sub Total 500   |    |   |  |  |
|     | LOT 700 OTHERS  |    |   |  |  |
| 701 | Formation of Water Management Committee and training of two water care takers supervised by MINEE and council | LS | 1 |  |  |
| 702 | Provision of tool kit and water management guide checked and confirmed by MINEE                               | LS | 1 |  |  |
|     | Sub Total 700   |    |   |  |  |
|     | TOTAL EXCLUDING TAXES   |    |   |  |  |
|     | VAT @ 19.25%  |    |   |  |  |
|     | AIR @ 5.5%  |    |   |  |  |
|     | TOTAL TAXES   |    |   |  |  |
|     | TOTAL INCLUDING TAXES   |    |   |  |  |
|     | NET AMOUNT PAYABLE  |    |   |  |  |



# DETAILS OF ESTIMATE

## SUB- DETAIL OF UNIT PRICE

| Designation of Works : |                                  |          |                |                |                 |
|------------------------|----------------------------------|----------|----------------|----------------|-----------------|
| N° price               | Daily output                     |          | Total Quantity |                | Duration (days) |
|                        | / day                            |          |                |                |                 |
| WORKMANSHIP            | Category                         | Number   | Daily Salary   | Days paid      | Amount          |
|                        | Site engineer                    |          |                |                |                 |
|                        | Site foreman                     |          |                |                |                 |
|                        | Team chiefs                      |          |                |                |                 |
|                        | Administrative staff             |          |                |                |                 |
|                        | Driver                           |          |                |                |                 |
|                        | Specialised Technicians          |          |                |                |                 |
|                        | Labourers                        |          |                |                |                 |
|                        | Store keeper                     |          |                |                |                 |
|                        |                                  |          |                |                |                 |
|                        |                                  |          |                |                |                 |
|                        | Total A                          |          |                |                |                 |
|                        | Type                             | Quantity | Daily rate     | Days paid      | Amount          |
|                        |                                  |          |                |                |                 |
|                        |                                  |          |                |                |                 |
|                        |                                  |          |                |                |                 |
|                        | Pickup for follow-up             |          |                |                |                 |
|                        | Small equipment                  |          |                |                |                 |
|                        |                                  |          |                |                |                 |
|                        | Total B                          |          |                |                |                 |
|                        | Type                             | Quantity | Unit Price     | Consumption    | Amount          |
|                        | *                                |          |                |                |                 |
|                        | *                                |          |                |                |                 |
|                        | *                                |          |                |                |                 |
|                        | Total C                          |          |                |                |                 |
| D                      | TOTAL DRY PRICE A+B+C            |          |                |                |                 |
| E                      | General site expenses            |          | X%             | $D \times X\%$ |                 |
| F                      | General head office expenses     |          | Y%             | $D \times Y\%$ |                 |
| G                      | TOTALCOST PRICE                  |          |                | $D + E + F$    |                 |
| H                      | Risks + benefits                 |          | Z%             | $G \times Z\%$ |                 |
| P                      | TOTAL COST PRICE WITHOUT TAXES   |          |                | $G + H$        |                 |
| V                      | SELLING UNIT PRICE WITHOUT TAXES |          |                | $P/QTE$        |                 |

**DOCUMENT N° 8**  
**FORMS AND PLANS**

DOCUMENT N°08 –MODEL FORMS APPLICABLE

FORM N° 1:  
DECLARATION OF THE INTENTION TO TENDER

COMPANY's LETTER HEAD

DECLARATION OF THE INTENTION TO TENDER

Fiscal stamp

I, the undersigned Mr, . .....

Nationality .....

Function .....

In my capacity as General Manager of ..... P.O. BOX ..... TEL:.....

Hereby acknowledge receipt of the file for Tender Notice

N° ..... of .....

Concerning the .....

And hereby declare my intention to tender for the said contract.

Done at ..... On the .....

General Manager

# FORM N° 02

## THE MODEL TENDER LETTER

I (We) the undersigned .....  
 Acting in the capacity of ..... in the name and on behalf of.....  
 ..... at ..... RC N° ..... by virtue of the power  
 vested in me (us), resident at ..... (Town) ....., P.O.Box....., telephone N°.  
 ..... after having studied all the documents of the tender file relating to the Invitation to Tender  
 N° ..... and after having assessed in my (our) point of view and under my (our)  
 responsibility the nature and difficulties entailed with the execution of the job, I (we) do hereby tender  
 and commit myself (ourselves) to carry out works for

### **FOR THE, CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME AT NTONG VILLAGE, NWA SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION**

in keeping with the terms and conditions of the tender file in return for the sum of .....  
 (.....) francs CFA *Total without Tax+VAT*, calculated on the basis of the unit prices stated in  
 the Unit Price List and the detailed estimates, appended to this tender. The prices stated are tax inclusive.

I commit myself (we commit ourselves) if my (our) tender is retained, to execute the contract within  
**ONE HUNDRED AND TWENTY (120)** calendar days as from the date of notification of the award of  
 contract.

I hereby commit myself (we hereby commit ourselves) to maintain the amount of my (our) tender for a  
 period of sixty (60) days with effect from the deadline for submission of bids.

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

Enclosed with this tender are:

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

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

Signature(s)

Bidder(s)

Fiscal stamp

For companies, indicate:

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

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

For companies without a legal status, indicate:

« We, the undersigned, ... »

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

« Constituted in a group of companies for the execution of this contract, jointly commit ourselves ... »

FORM N° 03  
**THE MODEL SURETY BOND**

Bank .....

Reference of guarantee: No. ....

To the **THE MAYOR OF NWA COUNCIL**., Republic of Cameroon

Invitation to Tender No. ....

**BID BOND FOR THE EXECUTION of THE CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME  
AT NTONG VILLAGE, NWA SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION**

The Contractor (5) ..... hereby submits on ..... to the  
Mayor Nwa Council a bid relating to **THE CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME AT  
NTONG VILLAGE, NWA SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION**

To this effect, and in keeping with the conditions stated in the Tender file, the bidder shall present to the  
**THE MAYOR OF NWA COUNCIL** in his capacity as Contracting Authority, a bid bond amounting to CFA  
Francs ..... (6).

By this guarantee, we the undersigned, (7) ..... with our registered office in  
....., are committed towards the **THE MAYOR OF NWA COUNCIL**., through the  
bidder for the sum of CFA Francs ..... (in  
figures).....

..... ( in full).

By this guarantee, we irrevocably commit ourselves, without any argument or delay, to pay into an  
account indicated by the **THE MAYOR OF NWA COUNCIL**., the amount of the guarantee at the first  
written request, as soon as the latter shall inform us in writing that the bidder does not keep the  
commitment he took in his tender.

The request for payment of guarantee shall be countersigned by the **THE MAYOR OF NWA COUNCIL**..  
This guarantee shall be released latest thirty (30) days after the expiration of the validity of the tender or,  
in case the company shall be the successful bidder, after presentation of the performance bond which shall  
be kept by the Mayor of NWA. contracting authority.

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

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

Mr (Messrs).....

Signature(s) & stamps .....

(5) Bidder

(6) Stated in the Special regulations governing the invitation to tender

(7) Bank

FORM N° 04  
MODEL BID BOND

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

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

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

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

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

SIGNATURE OF BANK AUTHORITY

FORM N° 05

**THE MODEL PERFORMANCE BOND (RETENTION BOND)**

Bank .....

Reference of guarantee: No. ....

**To: THE THE MAYOR OF NWA COUNCIL, REPUBLIC OF CAMEROON**

Invitation to Tender No. ....

**PERFORMANCE BOND FOR THE EXECUTION OF THE CONSTRUCTION OF A POTABLE WATER  
SUPPLY SCHEME AT NTONG VILLAGE, NWA SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH  
WEST REGION**

We..... (Bank) have been informed that a contract has been signed  
between the **THE MAYOR OF NWA COUNCIL**, acting in the capacity of the Contracting Authority,  
and....., acting as contractor for **THE CONSTRUCTION OF A POTABLE WATER  
SUPPLY SCHEME AT NTONG VILLAGE, NWA SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH  
WEST REGION**

In compliance with the provisions of Contract N°. ...., the contractor is bound to present to the  
**THE MAYOR OF NWA COUNCIL, Contracting Authority**, a performance bond for the execution of  
work, covering security, commitments and other obligations incumbent on the contractor under the  
contract, worth 2% of the amount of the contract all taxes inclusive, i.e. CFA Francs -----

We, .....(bank) do hereby commit ourselves irrevocably and without  
arguing to pay to the **THE MAYOR OF NWA COUNCIL**, at his first written request, and three (03) months  
the amount of this bond, that is to say. ...., all the amounts that the  
contractor may owe the Contracting Authority for failing to fulfil one or more of his obligations under the  
contract.

The request to partially or fully stake this guarantee shall be the subject of a registered letter of  
justification with confirmation of receipt and a copy to the contractor clearly stating and supplementing  
the reasons for his request. This letter shall be countersigned by the **THE MAYOR OF NWA COUNCIL**. The  
bank guarantee shall take effect as from the date of notification of the contract. The original of this  
guarantee shall be kept by the **THE MAYOR OF NWA COUNCIL**.

The guarantee shall be released within sixty (60) days with effect from the date of provisional acceptance.  
After this date, the guarantee shall no longer apply and shall be returned to us without express request.

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

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

Mr (Messrs).....

Signature(s) & stamps .....

**FORM N° 06**  
**MODEL BANK GUARANTEE FOR THE REFUND OF THE START-  
OFF ADVANCE**

Bank .....

Reference of guarantee No. ....

To the **THE MAYOR OF NWA COUNCIL. Republic of Cameroon**

Invitation to Tender N°. ....

**BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE RELATING TO THE  
CONSTRUCTION WORKS**

We..... (Bank) have been informed that a contract shall be signed  
between the **THE MAYOR OF NWA COUNCIL.**, acting in the capacity of Contracting Authority,  
and....., acting as contractor for **THE CONSTRUCTION OF A POTABLE WATER  
SUPPLY SCHEME AT NTONG VILLAGE, NWA SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH  
WEST REGION**

In compliance with the provisions of Article ..... of Contract N°. ...., the contractor shall be  
bound to present to the **THE MAYOR OF NWA COUNCIL.**, Delegated Contracting Authority, a bank  
guarantee with the purpose to assure the refund of the start-off advance granted to the company and  
amounting to CFA Francs .....

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

The request to partially or fully stake this guarantee shall be the subject of a registered letter of  
justification with confirmation of receipt and a copy to the contractor clearly stating and supplementing  
the reasons for his request. This letter shall be countersigned by the **THE MAYOR OF NWA COUNCIL.**

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

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

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

Mr (Messrs).....

Signature(s) & stamps .....



FORM N° 07

**THE MODEL UNDERTAKING BY THE BIDDER**

Name of project:.....Invitation to tender N° : .....

Project title..... at .....

I (We) the undersigned (8) .....

Acting in the capacity of (9) ..... in the name and on behalf of

(10)..... at ..... RC N° ..... by

virtue of the power vested in me (us), domiciled at P.O.Box..... (Town) .....,

telephone No. ...., after having studied all the documents of the tender file relating to the Invitation to Tender No....., and after having assessed in my (our) point of view and under my (our) responsibility the nature and difficulties entailed with the execution of the job, I

(we) do hereby tender and commit myself (ourselves) to carry out works for **FOR THE CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME AT NTONG VILLAGE, NWA SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION**

In keeping with the terms and conditions of the tender file.

I commit myself (We commit ourselves) in case my (our) tender is retained, to execute the contract within ..... (.....) months as from the date of notification of award of the contract.

I hereby commit myself (We hereby commit ourselves) to maintain the amount of my (our) tender for a period of sixty (60) days with effect from the deadline for submission of bids.

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

Signature(s).....

Bidder(s).....

For companies, indicate:

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

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

For companies without a legal status, indicate:

« We, the undersigned, ..... »

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

« Constituted in a group of companies for the execution of this contract, jointly commit ourselves ..... »

(8) Name, first name, profession, residence

(9) Position in the company

(10) Company name

FORM N° 08  
MODEL OF COMMITMENT OF AVAILABILITY

To Whom It May Concern:

*Subject:* COMMITMENT OF AVAILABILITY.

I the undersigned, \_\_\_\_\_ a \_\_\_\_\_ (*specify diploma or certificate*) and holder of National Identity Card N° \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_ Tel: \_\_\_\_\_ is committed and available to work as \_\_\_\_\_ (*specify post to be occupied*) with \_\_\_\_\_ (*name of company*) if awarded the contract for \_\_\_\_\_ (*indicate the name of project*) Nwa Sub Division, Donga Mantung Division of the North West Region. This is in response to Tender N° \_\_\_\_\_

Done in \_\_\_\_\_ the \_\_\_\_\_

Sign; \_\_\_\_\_

Certified at ..... On the .....

By

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

**FORM N° 09**  
**THE MODEL CONTRACT**

REPUBLIC OF CAMEROON  
Peace-Work fatherland

REPUBLIQUE DU CAMEROUN  
Paix-Travail-Patrie

MINISTRY OF DECENTRALISATION  
AND LOCAL DEVELOPMENT

MINISTERE DE LA DECENTRALISATION  
ET DU DEVELOPPEMENT LOCALE

NORTH WEST REGION

REGION DU  
NORD-OUEST

DONGA MANTUNG DIVISION

DEPARTEMENT DE  
DONGA MANTUNG

NWA COUNCIL

COMMUNE DE NWA

NWA COUNCIL INTERNAL TENDER BOARD  
TENDERS BOARD

COMMISSION INTERNE  
de Passation des Marchés

JOBING ORDER N° \_\_\_\_\_ /JO/MINDDEL/NWR/NC/NCITB/2019 of \_\_\_\_\_ 2019.

AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER

N° \_\_\_\_\_ /ONIT/MINDDEVEL/NWR /NC/NCITB/2019 OF 5<sup>TH</sup> APRIL 2019

TO CARRY OUT THE CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME AT NTONG VILLAGE,  
NWA SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION

HOLDER (ETS Address): .....

P.O BOX ..... TEL..... Fax:.....

TRADE REGISTER N° (N° R.C.): .....

TAX PAYER N°: .....

BANK ACCOUNT N°: ..... AT ..... (BANK)

AGENCY OF: .....

PURPOSE (SUBJECT): THE CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME AT NTONG  
VILLAGE, NWA SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION

DURATION: one hundred and twenty (120) CALENDAR DAYS

AMOUNT OF JOBING ORDER:

|                                      |       |
|--------------------------------------|-------|
| TOTAL WITHOUT TAXES                  | F CFA |
| VAT =                                | F CFA |
| TOTAL WITH TAXES (ATT)               | F CFA |
| AIR (Income on revenue)= 5,5% or 2.2 | F CFA |
| TOTAL TAXES                          | F CFA |
| NET TO BE PAID                       | F CFA |

**NB:** This Jobing Order is signed at an amount of ...FRANCS CFA (all taxes inclusive ATT)

FINANCING: 2019 PUBLIC INVESTMENT BUDGET OF THE MINISTRY OF WATER RESOURCES  
AND ENERGY(MINEE) , REPUBLIC OF CAMEROON

VOTE OF CHARGE N°: .....

EXPENDITURE AUTHORIZATION N°: .....

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

DATE OF SIGNATURE : .....

DATE OF NOTIFICATION: .....

DATE OF REGISTRATION: .....

**BETWEEN:**

**THE REPUBLIC OF CAMEROON**, REPRESENTED BY THE Mayor of NWA council Donga Mantung Division (Delegated Contracting Authority), HEREINAFTER REFERRED TO AS **"PROJECT OWNER"**  
ON THE ONE HAND,

**AND:**

THE ENTERPRISE (Company): .....P.O BOX .....TEL. ....  
TRADE REGISTER NO(N° RC): .....TAXPAYER N°: .....  
BANK ACCOUNT N°: .....AT..... (BANK)  
AGENCY OF : .....  
REPRESENTED BY MISTER (Mr.) .....HEREINAFTER REFERRED TO AS  
**"THE ENTREPRENEUR (CONTRACTOR)"**  
ON THE OTHER HAND,

IT HAS BEEN ACCEPTED AND AGREED AS FOLLOWS:

**CONTENTS**

**Title I : THE SPECIAL ADMINISTRATIVE CONDITIONS**  
**Title II : THE SPECIAL TECHNICAL CONDITIONS**  
**Title III : THE PRICE LIST**  
**Title IV : THE DETAILED COST ESTIMATES**

Page N° \_\_\_\_\_ and last page of Jobbing Order  
N° \_\_\_\_\_/JO/MINDDEL/NWR/NC/NCITB/2019 of \_\_\_\_\_ 2019.

**AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER**

N° \_\_\_\_\_/ONIT/MINDDEVEL/NWR/NC/NCITB/2019 OF 5<sup>TH</sup> APRIL 2019

**TO CARRY OUT THE CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME AT NTONG VILLAGE,  
NWA SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION**

**FOR THE,CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME AT NTONG VILLAGE, NWA SUB-  
DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION**

**, EXECUTION DURATION: ONE HUNDRED AND TWENTY (120) CALENDAR DAYS**  
**AMOUNT OF THE CONTRACT IN FCFA:**

|  |              |
|--|--------------|
| <b>TOTAL WITHOUT TAXES</b>                   | <b>F CFA</b> |
| <b>VAT =</b>                                 | <b>F CFA</b> |
| <b>TOTAL WITH TAXES(ATT)</b>                 | <b>F CFA</b> |
| <b>AIR (Income on revenue)= 5.5% or 2.2%</b> | <b>F CFA</b> |
| <b>TOTAL TAXES</b>                           | <b>F CFA</b> |
| <b>NET TO BE PAID</b>                        | <b>F CFA</b> |

**NB: This Jobbing Order is signed in the amount of \_\_\_\_\_ FRANCS CFA (TTC)**

|   |   |
|---|---|
| READ AND APPROVED BY THE JOBBING ORDEROR<br><br>the _____ | SIGNED BY THE THE MAYOR OF NWA COUNCIL.<br>DELEGATED CONTRACTING AUTHORITY<br><br>NWA the _____ |
| <b><u>REGISTRATION</u></b>                                |   |

# DOCUMENT N°09 –ANNEXES

## ANNEX N° 01

### THE MODEL CURRICULUM VITAE

Name & First name : \_\_\_\_\_

Date of birth : \_\_\_\_\_

Nationality : \_\_\_\_\_

Level of education

| Languages Spoken                                | Level   | Very good | Good | Average | Poor |
|---|---------|-----------|------|---------|------|
| ENGLISH   | Written |           |      |         |      |
|   | Read    |           |      |         |      |
|   | Spoken  |           |      |         |      |
| FRENCH  | Written |           |      |         |      |
|   | Read    |           |      |         |      |
|   | Spoken  |           |      |         |      |
| LOCAL LANGUAGE<br>OF THE AREA OF<br>THE PROJECT | Written |           |      |         |      |
|   | Read    |           |      |         |      |
|   | Spoken  |           |      |         |      |

Training school : \_\_\_\_\_

Date of admission : \_\_\_\_\_

Date of graduation : \_\_\_\_\_

Diploma obtained : \_\_\_\_\_ Date \_\_\_\_\_

Specific knowledge : Publication, research work \_\_\_\_\_

Date of start of service : \_\_\_\_\_

Nature of service rendered : \_\_\_\_\_

Number of years of service : \_\_\_\_\_

Number of years in the company : \_\_\_\_\_

Date of start of service in the company : \_\_\_\_\_

#### WORK EXPERIENCE (\*)

(\*) – Work attestations issued by the various employers shall be enclosed with this curriculum vitae which shall be signed.

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

## ANNEX N° 02

### THE MODEL PROFESSIONAL REFERENCES

| N°  | Year | Project | Name of Client,<br>Address and<br>Contactable<br>telephone N° | Original<br>Project<br>amount | Contract<br>amount | Period of<br>the<br>contract | Acceptance<br>date |
|-----|------|---------|---|-------------------------------|--------------------|------------------------------|--------------------|
| 1   |      |         |   |                               |                    |                              |                    |
| 2   |      |         |   |                               |                    |                              |                    |
| 3   |      |         |   |                               |                    |                              |                    |
| 4   |      |         |   |                               |                    |                              |                    |
| 5   |      |         |   |                               |                    |                              |                    |
| 6   |      |         |   |                               |                    |                              |                    |
| etc |      |         |   |                               |                    |                              |                    |

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

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

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

Mr (Messrs).....

Signature(s).....

## ANNEX N° 03

MODEL EQUIPMENT LIST

| SN  | DESIGNATION<br><i>Description &amp; frame<br/>(châssis) number</i> | MARK (&<br>HORSE<br>POWER if<br>vehicle) | REGISTRATION<br>NUMBER<br><i>(if vehicle)</i> | QUANTITY | STATUS<br><i>(Hired or owned)</i> |
|-----|--|--|---|----------|-----------------------------------|
| 1   |  |  |   |          |                                   |
| 2   |  |  |   |          |                                   |
| etc |  |  |   |          |                                   |

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

Remark- For equipment I will take on hire I hereby attached to this form certified attestations (*lease documents*) of commitment between I and the Owner(s) of the equipment(s).

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

*Signed*

## ANNEX N° 04

### KEY STAFF

| DESCRIPTION                                      | NAME | QUALIFICATION | EXPERIENCE | FUNCTION |
|--|------|---------------|------------|----------|
| ADMINISTRATIVE<br>AND TECHNICAL<br>STAFF ON SITE |      |               |            |          |
|  |      |               |            |          |
|  |      |               |            |          |
|  |      |               |            |          |
|  |      |               |            |          |
|  |      |               |            |          |
|  |      |               |            |          |
|  |      |               |            |          |
|  |      |               |            |          |
|  |      |               |            |          |



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

| Designation of Works : |                                  |          |                |                |                 |
|------------------------|----------------------------------|----------|----------------|----------------|-----------------|
| N° price               | Daily output                     |          | Total Quantity |                | Duration (days) |
|                        | / day                            |          |                |                |                 |
| WORKMANSHIP            | Category                         | Number   | Daily Salary   | Days paid      | Amount          |
|                        | Site engineer                    |          |                |                |                 |
|                        | Site foreman                     |          |                |                |                 |
|                        | Team chiefs                      |          |                |                |                 |
|                        | Administrative staff             |          |                |                |                 |
|                        | Driver                           |          |                |                |                 |
|                        | Specialised Technicians          |          |                |                |                 |
|                        | Labourers                        |          |                |                |                 |
|                        | Store keeper                     |          |                |                |                 |
|                        |                                  |          |                |                |                 |
|                        |                                  |          |                |                |                 |
|                        | Total A                          |          |                |                |                 |
|                        | Type                             | Quantity | Daily rate     | Days paid      | Amount          |
|                        |                                  |          |                |                |                 |
|                        |                                  |          |                |                |                 |
|                        |                                  |          |                |                |                 |
|                        | Pickup for follow-up             |          |                |                |                 |
|                        | Small equipment                  |          |                |                |                 |
|                        |                                  |          |                |                |                 |
|                        | Total B                          |          |                |                |                 |
|                        | Type                             | Quantity | Unit Price     | Consumption    | Amount          |
|                        | *                                |          |                |                |                 |
|                        | *                                |          |                |                |                 |
|                        | *                                |          |                |                |                 |
|                        | Total C                          |          |                |                |                 |
| D                      | TOTAL DRY PRICE A+B+C            |          |                |                |                 |
| E                      | General site expenses            |          | X%             | $D \times X\%$ |                 |
| F                      | General head office expenses     |          | Y%             | $D \times Y\%$ |                 |
| G                      | TOTALCOST PRICE                  |          |                | $D + E + F$    |                 |
| H                      | Risks + benefits                 |          | Z%             | $G \times Z\%$ |                 |
| P                      | TOTAL COST PRICE WITHOUT TAXES   |          |                | $G + H$        |                 |
| V                      | SELLING UNIT PRICE WITHOUT TAXES |          |                | $P/QTE$        |                 |

# ANNEX N° 06

## MODEL OF SITE VISIT REPORT

*[not more than five (05) pages]*

I) INTRODUCTION  
TENDER N° (with project title).....

NAME OF COMPANY.....

DATE:..... TIME:.....

II) COMMENTARY:

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

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

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

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

**NB: ATTACHED TO THIS REPORT ARE PICTURES SHOWING ME ON THE SITE AND SO JUSTIFY MY COMMENTARY ABOVE**

III) AVAILABILITY OF SERVICES (water,)

IV) AVAILABILITY OF CONSTRUCTIONAL MATERIAL (stones, sand, gravel, wood etc)

V) DIFFICULTIES: .....

V) CONCLUSION.....

The height of the catchment, the water point and the reservoirs and their G.P.S coordinates were identified as follows:-

| S/N         | STRUCTURE                          | HEIGHT ABOVE SEA LEVEL | G.P.S COORDINATES<br>X Coordinates<br>Y-Coordinates |
|-------------|------------------------------------|------------------------|---|
| For example | -Catchment Area or intake<br>-Tank |                        |   |

### SIGNATURES AND STAMPS

|               |            |
|---------------|------------|
| PROJECT OWNER | CONTRACTOR |
|---------------|------------|

## **ANNEX N° 07**

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

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

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

#### **LISTE DES BANQUES AGREES PAR LE MINFI**

- 1- Afrikland First Bank (First Bank);
- 2- Banque Internationale du Cameroun pour l'Épargne et le Crédit (BICCEC) ;
- 3- CITI BANK Cameroon (CITI-C);
- 4- COMMERCIAL BANK CAMEROON (CBC);
- 5- ECOBANK Cameroun (ECOBANK);
- 6- National Financial Credit Bank (NFC-BANK);
- 7- Société Commerciale de Banque Cameroun (CA-SCB);
- 8- Société Générale des Banques au Cameroun (SGBC) ;
- 9- Standard Chartered Bank Cameroon (SCBC);
- 10- City Bank Cameroon (City group);
- 11- Union Bank of Cameroon (UBC).
- 12- United Bank for Africa (UBA)
- 13- Banque Atlantique du Cameroun (BACM);

This list is available at ARMP

#### **B- INSURANCE COMPANIES**

- 1- Chanas Assurances;
- 2- Activa Assurances

## DRAWINGS AND PLANS.