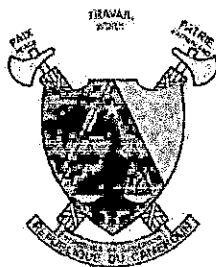


REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

MINISTERE DE LA DÉCENTRALISATION ET DU  
DEVELOPPEMENT LOCAL.

COMMUNE DE FONFUKA,  
SERVICE TECHNIQUE.



REPUBLIC OF CAMEROON

Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL  
DEVELOPMENT.

FONFUKA COUNCIL,  
TECHNICAL SERVICE.

**PROJECT OWNER: MAYOR, FONFUKA COUNCIL**

**CONTRACTING AUTHORITY: MAYOR, FONFUKA COUNCIL**

**TENDERS BOARD: FONFUKA COUNCIL INTERNAL TENDERS BOARD  
(FCITB)**

# TENDER FILE

**OPEN NATIONAL INVITATION TO TENDER**

**(BY THE EMERGENCY PROCEDURE)**

**No. 007/ONIT/FC/FCITB/2019 OF 15/5/19**

**FOR THE CONSTRUCTION OF POTABLE WATER SUPPLY SCHEME  
AND EXTENSION TO TEN (10) STAND TAPS AT KIMBI VILLAGE**

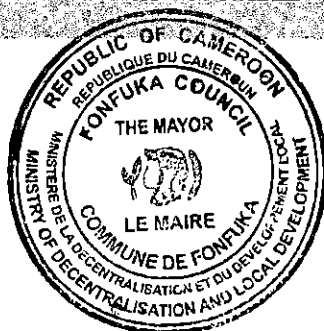
**FINANCING: PUBLIC INVESTMENT BUDGET 2019**

**BUDGET HEAD: HEAD 27, PROGRAMME 351, ACTION 01, PARAGRAPH 2246-11, CODE 2004**

**MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT**

**FINANCIAL YEAR: 2019**

## TENDER FILE-WORKS



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**DOCUMENT N°2: GENERAL REGULATIONS OF THE INVITATION TO TENDER**

**DOCUMENT N°3: SPECIAL REGULATIONS OF THE INVITATION TO TENDER**

**DOCUMENT N°4: SPECIAL ADMINISTRATIVE CLAUSE (S.A.C)**

**DOCUMENT N°5: TECHNICAL SPECIFICATIONS (T.S.)**

**DOCUMENT N°6: SHEDULE OF UNIT PRICES**

**DOCUMENT N°7: BILL OF QUANTITIES AND COST ESTIMATES**

**DOCUMENT N°8: FRAMEWORK OF SUB-DETAILED PRICES**

**DOCUMENT N°9: MODEL-JOBGING ORDER**

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**DOCUMENT N°11: LIST OF COMMERCIAL BANKS AND FINANCIAL INSTITUTIONS**

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**DOCUMENT N° 1**  
**TENDER NOTICE**

# **TENDER NOTICE**

## **FONFUKA COUNCIL INTERNAL TENDERS BOARD (FCITB)**

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

#### **(BY THE EMERGENCY PROCEDURE)**

**No. 007/ONIT/FC/FCITB/2019 OF 18/5/19 FOR THE CONSTRUCTION OF POTABLE WATER SUPPLY SCHEME AND EXTENSION TO TEN (10) STAND TAPS AT KIMBI VILLAGE**

**FINANCING: PUBLIC INVESTMENT BUDGET (PIB) 2019**

#### **1. SUBJECT OF THE INVITATION TO TENDER:**

Within the framework of PIB 2019 and considering the necessity to improve on hygiene, sanitation and health conditions of population Kimbi village in the Fonfuka municipality, the Mayor of the Fonfuka Council, representing the government of Cameroon hereby launches an ***OPEN NATIONAL INVITATION TO TENDER (BY THE EMERGENCY PROCEDURE) FOR THE CONSTRUCTION OF POTABLE WATER SUPPLY SCHEME AND EXTENSION TO TEN (10) STAND TAPS AT KIMBI VILLAGE.***

#### **2. NATURE OF WORKS**

The works comprise the preliminary studies carried out and the detailed information provided in the technical specification and the quantitative estimates ***FOR THE CONSTRUCTION OF POTABLE WATER SUPPLY SCHEME AND EXTENSION TO TEN (10) STAND TAPS AT KIMBI VILLAGE***

Notably:

- ✓ Clearing of pipelines
- ✓ Cutting of trees and removal of trunks
- ✓ Construction of Catchment,
- ✓ Construction of sedimentation tank
- ✓ Digging of pipelines trenches
- ✓ Laying of pipes
- ✓ Protection of water sources and check points
- ✓ Construction of stand taps
- ✓ Water flow control and check points

#### **3. EXECUTION DEADLINE**

The maximum deadline provided by the Project Owner or Mayor of Fonfuka Council, Contracting Authority for the execution of the works forming the subject of this invitation to tender is **Three (03) Months** as from the date of issuance of service note to start works.

**4. LOTS**

The works are in a **Single Lot**.

**5. ESTIMATED COST**

The estimated cost after preliminary studies is **15,000,000 FCFA (Fifteen Million Francs)**

**6. PARTICIPATION AND ORIGIN**

Participation in this invitation to tender is opened to duly legalized Cameroonian based Enterprises/Companies that fulfil the requirements of this invitation to tender and exercising in the domain of public works who are categorised as per the 2018 public contract code and has fulfilled their fiscal obligations in accordance with the 2019 finance law.

*NB; home based companies are of advantage, encouraged to tender*

**7. FINANCING**

The Supplies/Works which form the subject of this invitation to tender, shall be financed by **Public Investment Budget 2019** financial year, budget **HEAD 27, PROGRAMME 351, ACTION 01, PARAGRAPH 2246-11, CODE 2004; MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT**

**8. BID BOND**

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and recognized by COBAC (Commission Bancaire pour l'Afrique Centrale) whose list is found in document No. 12, of the Tender File, of an amount of **300,000 FCFA (Three Hundred Thousand Francs)**. It is set at 2 % of the estimated amount, all taxes inclusive, of the contract in accordance with the Order in force (Prime Ministerial Order No. 093/CAB/PM of 5/11/2002). The bid bond shall be addressed to the Contracting Authority and following the conditions of the invitation to tender and shall be valid for thirty (30) days beyond the date of validity of bids.

**9. CONSULTATION OF TENDER FILE:**

The file may be consulted during working hours at the **Fonfuka Council Main Office (General Secretariat, Door No.210, telephone: 675 32 21 75 or 677 32 72 36)** as soon as this notice is published.

**10. ACQUISITION OF TENDER FILE:**

The file may be obtained from the *Fonfuka Council Main Office (General Secretariat, Door No.210, post box, telephone: 675 32 21 75 or 677 32 72 36, fax, e-mail)* as soon as this notice is published against payment of a non-refundable sum of *23,000 CFA Francs (Twenty Three Thousand Francs)*, payable at *The Fonfuka Council Municipal Treasury*.

**11. SUBMISSION OF BIDS:**

Each bid drafted in English or French in Seven (7) copies including the original and Six (6) copies marked as such, should reach the *FONFUKA COUNCIL INTERNAL TENDERS BOARD Secretariat* not later than 6/6/19 at *11:00 a.m.* and should carry the inscription:

- Envelop A: Administrative Documents;
- Envelop B: Technical Offer;
- Envelop C: Financial Offer.
- These three (03) envelopes containing the bids will be put in a fourth one (Kaki colour) which shall be sealed and labelled imperatively as follows:

**OPEN NATIONAL INVITATION TO TENDER**

**(BY EMERGENCY PROCEDURE)**

*No. 007/ONIT/FC/FCITB/2019 OF 18/5/19 FOR THE CONSTRUCTION OF POTABLE WATER SUPPLY SCHEME AND EXTENSION TO TEN (10) STAND TAPS AT KIMBI VILLAGE*

***"TO BE OPENED ONLY DURING THE BID-OPENING SESSION"***

***NB: The fourth envelop shall not bear any identification mark of the bidder or any compromising sign/indication of the enterprise.***

***The fourth envelop should be a plane type and carrying no trademark***

**12. ADMISSIBILITY OF BIDS**

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

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

Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible.

This refers especially to the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance. .

13. **OPENING OF BIDS:**

The bids shall be opened in a *Single* phase,

The opening of administrative documents and the technical *and/or* financial bids *technical and financial if the opening is single-phased, technical only if the opening is double-phased* on 11/11/19 at 12:00 Noon local time by the **FONFUKA COUNCIL INTERNAL TENDERS BOARD** situated at the *Fonfuka Council Chambers*

Only bidders may attend or be represented by a duly mandated person.

*(The start of the bid-opening session must not be later than one hour after the time limit for the submission of bids as specified in the Tender File)*

14. **EVALUATION CRITERIA**

*There are two types of evaluation criteria: eliminatory and essential criteria.*

*i. Eliminatory criteria*

*The non-respect of these criteria leads to the rejection of the bid made by the bidder.*

*They refer especially to:*

- ◆ Absence of bid bond or false bid bond (amount of the bid bond)
- ◆ False declaration or forged document
- ◆ Non-compliance with major technical specifications (to be listed)
- ◆ Non-respect of X essential criteria (X being greater than or equal to 1)
- ◆ Absence of quantified unit price)
- ◆ Non-compliance with the model bid.
- ◆ Absence of attestation of site visit signed by the *Contractor or Representative*
- ◆ Antecedent of bad execution of similar work or on-going legal suit with Government;

***NB! Only financial offers of bidders whose technical offers has scored 70% (points) and/or above shall be forwarded to the subcommittee of evaluation of bids***

*ii. Essential criteria*

Indicatively, the criteria related to the qualification of candidates will be on:

- <b>Methodology;</b> Methodological approach and relevance of proposed solutions;	Yes / No
- <b>Experience;</b> References of the bidder (experience of at least two (02) years in similar works)(attach proof)	Yes / No
- <b>Equipment;</b> Availability of material and essential equipment (attach proof)	Yes / No

- <b>Personnel;</b> Experience of key supervisory staff (at least technician in with 5 years' experience or Senior Civil/Rural Technician' with three (03) years of experience. Proof with duly signed CVs.	Yes / No
- <b>Financial situation;</b> Turnover, Financial capacity, Access to credit or other financial sources to the tune of <i>15,000,000 FCFA (Fifteen Million Francs);</i>	Yes / No
- <b>Planning of works;</b> Deadline of execution. Proof with GANTT and PERT planning	Yes / No
- <b>Presentation of offer;</b> packaging, binding, clear copies etc.	Yes / No

**NB:** The non-compliance with any two (02) criteria out of the Seven (07) above may cause the elimination of the bid.

#### 15. AWARD OF CONTRACT

The contract shall be award to the bidder whose bid fulfils the technical and financial criteria and is deemed to be the lowest.

#### 16. VALIDITY OF BIDS

Bidders will remain committed to their bids for **90 Days** from the deadline set for the submission of bids.

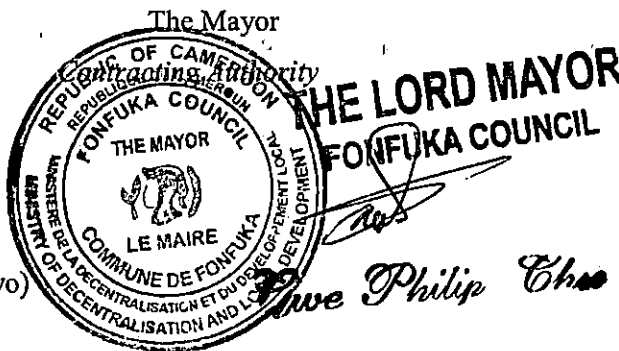
#### 17. COMPLEMENTARY INFORMATION

Complementary technical information may be obtained during working hours from **Fonfuka Council Office (General Secretariat, or Technical service, Door No.210, telephone: 675 32 21 75 or 677 32 72 36)**

DONE AT FONFUKA, THE 15/5/19.

#### Copies:

- MINMAP
- ARMP
- Supervisory Authority (SDO-Boyo)
- Chairpersons of FCITB
- Notice Boards
- File/Archive





# AVIS D'APPEL D'OFFRES

COMMISSION INTERNE DE PASSATION DES MARCHES PUBLICS DE LA COMMUNE DE  
FONFUKA (CIPM)

(EN PROCEDURE D'URGENCE)

N°: 007/AONO/CF/CIPM/2019 DU 18/05/19 POUR LA CONSTRUCTION D'UN PLAN  
D'EAU POTABLE ET EXTENSION A DIX (10) FONTAINES AU VILLAGE KIMBI.

FINANCEMENT: BUDGET D'INVESTISSEMENT PUBLIC (BIP) 2019

## 1. OBJET DE L'APPEL D'OFFRES

Dans le cadre du BIP 2019 et considérant la nécessité d'amélioration des conditions de la sante, hygiène et salubrité de la population du village Kimbi dans la municipalité de Fonfuka, le Maire de la commune de Fonfuka, représentant de l'état du Cameroun lance (EN PROCEDURE D'URGENCE) un **AVIS D'APPEL D'OFFRES NATIONAL OUVERT POUR LA CONSTRUCTION D'UN PLAN D'EAU POTABLE ET EXTENSION A DIX (10) FONTAINES AU VILLAGE KIMBI.**

## 2. CONSISTANCE DES TRAVAUX

Les travaux comprennent notamment la production des études préliminaire fait sur le site, les informations détailler fournit dans les spécifications techniques et dans les devis quantitatifs **POUR LA CONSTRUCTION D'UN PLAN D'EAU POTABLE ET EXTENSION A DIX (10) FONTAINES AU VILLAGE KIMBI.**

Notamment les taches ci-dessous :

- ✓ Debroussaillage du pipelines
- ✓ Abbatage d'abres
- ✓ Construction du point d'aduction d'eau,
- ✓ Construction du reservoir de sedimentation
- ✓ Digging of pipelines trenches
- ✓ Mise des tuyaux
- ✓ Protection de la source et points de surveillances
- ✓ Construction of des fontaines
- ✓ Surveillance de la circulation et entretien des points de contrôles

## 3. DÉLAIS D'EXÉCUTION

Le délai maximum prévu par le Maître d'Ouvrage ou le Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de **Trois 03 Mois.**

#### **4. ALLOTISSEMENT**

*Les travaux sont réunis en un seul Lot*

#### **5. COÛT PRÉVISIONNEL**

Le coût prévisionnel de l'opération à l'issue des études préalables est de **15,000,000 FCFA (Quinze Million De Francs)**

#### **6. PARTICIPATION ET ORIGINE**

La participation au présent appel d'offres est ouverte aux entreprises camerounaise légalisée, Sont éligibles les entrepreneurs Camerounais ayant l'expérience en génie civil et les capacités techniques et financières requis dans le Dossier d'Appel D'offres, catégorisé selon le code des marches publics de 2018 et ont rempli les obligations fiscales prévus par la loi de finance 2019.

**NB : Les entreprises à domicile sont encouragées de soumissionnés**

#### **7. FINANCEMENT**

Les travaux objet du présent appel d'offres sont financés par **Le Budget D'investissement Public (BIP)** de l'exercice **2019** Sur la ligne d'imputation budgétaire° **CHAPITRE 27, PROGRAMME 351, ACTION 01, PARAGRAPHE 2246-11, CODE 2004 du MINISTRE DE LA DECENTRALISATION ET DU DEVELOPPEMENT LOCAL**

#### **8. CAUTIONNEMENT PROVISoire**

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et reconnue par la COBAC (Commission Bancaire pour l'Afrique Centrale) dont la liste figure dans la pièce11 du DAO, précisant **300,000 FCFA (Trois Cent Mille Francs)**; il est au plus égal à 2% du coût prévisionnel toutes taxes comprises (TTC) du marché conformément à l'arrêté en vigueur, (l'arrêté du Premier Ministre No. 093/CAB/PM of 5/11/2002), L'Autorité Contractante, les conditions d'appel. Et valable pendant trente (30) jours au-delà de la date originale de validité des offres.

#### **9. CONSULTATION DU DOSSIER D'APPEL D'OFFRES**

Le dossier peut être consulté aux heures ouvrables à la **Commune de Fonfuka (Secrétariat General, porte 210, 675 32 21 75 ou 677 32 72 36)** dès publication du présent avis.

#### **10. ACQUISITION DU DOSSIER D'APPEL D'OFFRES**

Le dossier peut être obtenu ouvrables à la **Commune de Fonfuka (Secrétariat General, porte 210, 675 32 21 75)** dès publication du présent avis, contre versement d'une somme non remboursable de **23,000 Francs CFA (Vingt Trois Mille Francs)**, payable à la **Recette Municipale de Fonfuka**

## 11. REMISE DES OFFRES

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) Copies marquées comme telles, devra parvenir *Secrétariat de la Commission Interne de Passation des Marchés de la Commune de Fonfuka*, au plus tard le 6/6/19 à 11 :00 heures et devra porter la mention:

- Enveloppe A : pièces administratives ;
- Enveloppe B : offre technique ;
- Enveloppe C : offre financière.

Ces trois (03) enveloppes seront contenues dans une quatrième qui devra porter impérativement la seule et unique mention suivante :

### AVIS D'APPEL D'OFFRES NATIONAL OUVERT

(EN PROCEDURE D'URGENCE)

N°: 007/AONO/CF/CIPM/2019 DU 15/5/19 POUR LA CONSTRUCTION DE DEUX  
PONCEAUX SUR LE LONG DE TRONCON CMA FONFUKA-VILLAGE MBUK:

« A N'OUVRIR QU'EN SÉANCE DE DÉPOUILLEMENT »

**NB : La quatrième enveloppe ne doit porter au qu'une marque d'identification du soumissionnaire ou signe compromettant de l'entreprise.**

**La quatrième enveloppe doit être plane et ne portera par une marque commerciale**

## 12. RECEVABILITÉ DES OFFRES

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet, ...), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres.

Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres.

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

## 13. OUVERTURE DES PLIS

L'ouverture des plis se fera en **un** temps.

L'ouverture des pièces administratives, offres techniques et financières, **si ouverture en un temps**, aura lieu le 6/6/19 à 12 : 00 heures par la Commission Interne de Passation des Marchés dans la salle de **Conférence** sise à la **Mairie de Fonfuka**

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne de leur choix dûment mandatée.

*L'ouverture de la séance de dépouillement doit se faire au plus tard une heure après celle limite de réception des offres fixée dans le Dossier d'Appel d'Offres.*

#### 14. CRITÈRES D'ÉVALUATION

*Les critères d'évaluation sont constitués de deux types : les critères éliminatoires et les critères essentiels.*

##### 1. Critères éliminatoires

*Le non-respect de ces critères entraîne le rejet de l'offre du soumissionnaire.*

*Il s'agit notamment:*

- Absence de la caution de soumission,
- Fausse déclaration ou pièce falsifiée,
- Non-conformité aux spécifications techniques majeures (à lister),
- Le non-respect de X critères essentiels (X supérieur ou égal à 1),
- Absence d'un prix unitaire quantifié,
- Non-conformité du modèle de soumission,
- Requises non produites en copies certifiées conformes en cours de validité;
- Antécédent de non ou de mauvaise exécution d'un marché similaire ou litige en cours avec l'Etat du Cameroun, ou une autre entreprise ;
- Absence de la caution de soumission ou fausse caution de soumission;
- Absence de l'attestation de visite de site signée par le **Prestataire ou Représentant**
- Non-respect des modèles des pièces du Dossier d'Appel d'Offres.

***NB! Sauf les offres financières des soumissionnaires que leurs offres techniques auront obtenues 70% (points) et/ou plus, seront transmises à la sous-commission d'analyse des offres***

##### 2. Critères essentiels

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

- <b>Méthodologie</b> ; Note Méthodologique et proposition des solutions relevant ;	Oui/Non
- <b>Expérience</b> ; Références du soumissionnaire (expérience dans les travaux similaires pour les deux (02) années précédentes) (avec preuves en appui) ;	Oui/Non
- <b>Matériels</b> ; La disponibilité du matériel et des équipements essentiels ; (avec preuves)	Oui/Non
- <b>Personnels</b> ; Expérience du personnel d'encadrement (au moins technicien de Génie Civil ou Rural avec au moins dix (05) ans d'expérience ou technicien supérieur des travaux de Génie Civil ou rural avec trois (03) années d'expérience). Avec CVs valide	Oui/Non

- <b>Situation financière</b> ; Capacité financière, L'accès à une ligne de crédit ou autres ressources financières ; Le chiffre d'affaires <b>Quinze Million (15,000,000) FCFA</b> ;	Oui/Non
- <b>Planning</b> ; Délais d'exécution, planning GANT et PERT	Oui/Non
- <b>présentation des offres</b> ; plis, emballage, reliure, copie claire etc.....	Oui/Non

NB: Le non-respect de deux (02) sur Sept (07) critères pourrait entraîner l'élimination de l'offre.

## 15. ATTRIBUTION

Le marché sera attribué au soumissionnaire ayant présente une offre remplissant les critères de qualification technique et financière requise est dont l'offre est évaluée la moins-disante

## 16. DURÉE DE VALIDITÉ DES OFFRES

Les soumissionnaires restent engagés par leur offre pendant **90 jours** à partir de la date limite fixée pour la remise des offres.

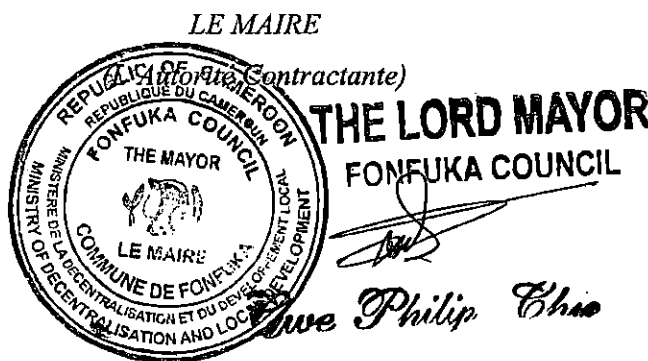
## 17. RENSEIGNEMENTS COMPLÉMENTAIRES

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables à *Mairie de Fonfuka, Secrétariat Général, porte 210, 675 32 21 75 ou 677 32 72 36.*

FAIT A FONFUKA, LE 15/8/19

Copies:MINMAP

- ARMP;
- Maître d'Ouvrage ou Maître d'Ouvrage délégué concerné ;
- Présidents CPM;
- Affichage.
- Chrono/Archive



**DOCUMENT N° 2**  
**GENERAL REGULATIONS OF THE**  
**INVITATION TO TENDER**

# **GENERAL REGULATIONS OF THE INVITATION TO TENDER**

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# GENERAL RULES OF THE INVITATION TO TENDER

## A – GENERAL

### ARTICLE 1: SCOPE OF THE TENDER

1.1: The Mayor of Fonfuka Council – Contracting authority, launches an Open National Invitation to Tender **(BY THE EMERGENCY PROCEDURE) OPEN NATIONAL INVITATION TO TENDER, No. 007/ONIT/FC/FCITB/2019 OF 15 18 19 FOR THE CONSTRUCTION OF POTABLE WATER SUPPLY SCHEME AND EXTENSION TO TEN (10) STAND TAPS AT KIMBI VILLAGE**

1.2.: The successful bidder must complete the works within the time-limit indicated in the special Regulations and which time-limit runs from the date of notification of the Service Order to commence works.

1.3: In this Tender file, the term “Contracting authority” shall imply the Mayor of Fonfuka Council, and the term “day” means a calendar day.

### ARTICLE 2: FINANCING

The Works forming the subject for this invitation to tender shall be financed by the Public Investment budget 2019.

### ARTICLE 3: FRAUD AND CORRUPTION

3.1: The Contracting Authority requires of bidders and contractors to strictly respect rules of professional ethics during the award and execution of public contracts. By virtue of this principle, the Contracting Authority:

- a) Defines, within the context of this clause, the following expressions in the following manner:
  - i) Shall be guilty of “corruption” whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of the works;
  - ii) Is involved in “fraudulent manoeuvres” whoever deforms or distorts fact in order to influence the award or execution of a contract;
  - iii) “Collusive practices” mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition;
  - iv) And “coercive practices” mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.

b) Will reject any award proposal if it determines that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

3.2. The Minister Delegate in charge of Public Contracts, authority in charge of Public contracts may provisionally suspend a bidder for a period of two years for any of the following reasons:

- a) Attempt to influence the award procedure
- b) Conflict of interest
- c) Initiating crime
- d) Fraud
- e) Corruption
- f) Use of non-authentic documents.

The suspension notwithstanding, the bidder may be pursued criminally.

#### **ARTICLE 4: CANDIDATES ALLOWED TO COMPETE.**

4.2. Generally, the invitation to tender is addressed to all Cameroonian contractors, subject to the following provisions:

- a) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is:
  - i) legally and financially autonomous
  - ii) managed according to commercial law and
  - iii) Not under the direct supervisory authority of the contracting authority.

- b) A bidder (including all members of a group of enterprises and all sub-contractors to  
The bidder) must not be in a situation of conflict of interest.

A bidder shall be judged to be in a situation of conflict of interest if he:

- i) Is associated or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
- ii) Presents more than one offer within the context of invitation to tender, except authorized variants according to Article 15, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one offer.

- c) The bidder must not be excluded from bidding for public contracts.

#### **ARTICLE 5: MATERIALS, SUPPLIES, EQUIPMENT AND RELATED SERVICES.**

5.1. Materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the Invitation to Tender and all expenditure done within the context of the contract shall be limited to the said materials, supplies, equipment and services.

5.2. Within the meaning of Article 5.1 above, the term “originate” shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originates.

## **ARTICLE 6: QUALIFICATION OF BIDDER**

6.1. As an integral part of their offer, bidders must:

- a) Submit a power of attorney making the signatory of the offer bound by the offer; and
- b) Update the information included in their request for pre-qualification which may have Changed (or provide this information, in case of open invitation to tender).

Where necessary, bidders should update the information relating to the following points:

- i) Access to a credit line or availability of other sources of funding; considering the scope of the service, the production of recent balance sheets and turnovers may be required;
- ii) Orders acquired and contracts awarded;
- iii) Pending litigations and;
- iv) Availability of indispensable equipment.

6.2. Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions;

- a) The offer must include all the information listed in Article 6(1) above as well as that required for the administrative file for each of the members of the group;
- b) The offer and the contract must be signed in a way that is binding on all members of the group;
- c) The nature of the group (joint or several) must be specified and justified with the production of a joint venture agreement in due form;
- d) The member of the group designated as the representative will represent all the undertakings vis à vis the Contracting Authority with regard to the execution of the contract.
- e) In case of joint co-contracting, the co-Contracting Authority will be paid for works into a single account; or on the other hand, the contracting Authority pays each undertaking in its own account where it is several co-contracting.

6.3. Bidder must equally present sufficiently detailed proposals to demonstrate that they Conform to the technical specifications and delivery time-limits set in the Special Regulations of the Invitation to Tender.

6.4. Bidders requesting to benefit from the margin of preference must furnish all the necessary information to prove that they satisfy the eligibility criteria set in Article 32 of the General Regulations of the invitation to Tender.

## **ARTICLE 7: VISIT OF WORKS SITE.**

- 7.1. The bidder is advised to visit and inspect the works and its environs and obtain by himself and under his own responsibility, all the information which may be necessary for the preparation of the offer and the execution of the works. The related cost of the visit of the site shall be borne by the bidder.
- 7.2. The proof of effective visit of site shall be established by an attestation of site visit duly signed by the *Contractor or Representative*
- 7.3. The Contracting Authority may organise a visit of the site of the works during the preparatory meeting to establish offers mentioned in Article 19 of the General Regulations of the Invitation to Tender.

## **B – TENDER FILE**

### **ARTICLE 8: CONTENT OF TENDER FILE**

8.1. The Tender File describes the works forming the subject of the contract, sets the consultation procedure of contractors and specifies the terms of the contract. Beside the addendum (addenda) published in accordance with Article 10 of the General Regulations of the Invitation to Tender, it includes the following documents:

- a) The letter of invitation to tender (for restricted invitation to tender)
- b) The tender notice
- c) The General Regulations of the Invitation to Tender
- d) The Special Regulations of the Invitation to Tender
- e) The Special Administrative Clauses
- f) The Technical Specifications
- g) The Unit Price Schedule
- h) The Bill of Quantities and Estimates
- i) The execution schedule
- j) Charts and other elements of the technical file
- k) Model forms for equipment, personnel and references of the Bidder
- l) Model of declaration of intention to bid
- m) Model Bid letter
- n) Model Bid Bond
- o) Model final bond
- p) Model of start-off Advance Bond
- q) Model of performance bond in replacement of retention guarantee
- r) Model contract

- s) Form relating to preliminary studies
- t) List of commercial banks and financial institutions approved by the Ministry in charge of finance authorized to issue bonds.

8.2. The bidder must examine and respect all the rules, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare an offer in conformity with all aspects of the said file. Any inadequacy may lead to a rejection of his offer.

#### **ARTICLE 9: CLARIFICATIONS ON THE TENDER FILE AND PETITIONS.**

9.1. Any bidder who wants to obtain clarifications on the Tender file may request them from the Contracting Authority in writing, or by electronic mail *Fonfuka Council Main Office (General Secretariat, Door No.210, post box, telephone: 675 32 21 75 or 677 32 72 36, fax, e-mail)*, address indicated in the Special Regulations of the Invitation to Tender. The Contracting Authority shall reply in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of offers.

A copy of the Contracting Authority's response, indicating the question posed but not mentioning the author, shall be addressed to all bidders who bought the Tender File.

9.2. Between the publication of the tender notice including the pre-qualification phase of candidates and the opening of bids, any bidder who feels aggrieved in the public contracts award procedure may lodge a complaint to the Contracting Authority.

9.3. The complaint must be addressed to the Contracting Authority with copies to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board. It must reach the Contracting Authority not later than fourteen (14) days before the opening of bids.

9.4. The Contracting Authority has five (5) days to react. A copy of the reaction shall be forwarded to the body in charge of the regulation of public contracts.

#### **ARTICLE 10: AMENDMENT OF THE TENDER FILE.**

10.1. The Contracting Authority may at any moment, prior to the deadline for the submission of offers and for any reason, be at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender file by publishing an addendum.

10.2 Any published addendum shall be an integral part of the Tender file, in accordance with article 8.1 of the General Regulation of the Invitation to Tender and must be communicated in writing or made known to all bidders who bought the tender file. The latter must acknowledge receipt of the addenda in writing to the Contracting Authority.

10.3. In order to give bidders sufficient time to take account of the addendum in the preparation of their offers, the Contracting Authority may postpone as is necessary, the deadline for the submission of offers, in accordance with provision of Article 22 of the General Regulation of the Invitation to Tender.

## **C – PREPARATION OF BIDS**

### **ARTICLE 11: COST OF BIDDING.**

The bidder shall bear all costs associated with the preparation and submission of his bid, and the Contracting Authority, will in no case whatsoever be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **ARTICLE 12: LANGUAGE OF BID.**

The bid as well as all correspondences and documents relating to the bid exchanged between the bidder and the Contracting Authority shall be written in English or French.

### **ARTICLE 13: BIDDING DOCUMENTS**

13.1. The Bid presented by the bidder shall include the documents detailed in the Special Regulations of the Invitation to Tender, duly filled and put together in three volumes:

#### **a) Volume 1: Administrative File (spiral bound)**

It includes:

- i) All documents attesting that the bidder:
  - ❖ has subscribed to all declaration provided for by the laws and regulations;
  - ❖ has paid all taxes (assessment certificate, attestation of non-indebtedness, fiscal situation), duties, contribution, fees or deduction of whatever nature;
  - ❖ is not winding up or bankrupt;
  - ❖ is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of Article 17 of the General Regulations of the Invitation to Tender;
- iii) The written confirmation empowering the signatory of the offer to commit the bidder, in accordance with the provision of Article 6(1) of the General Regulations of the Invitation to Tender.

#### **b) Volume 2: Technical Offer (spiral bound)**

##### **b.1. Information on qualification.**

The special regulations lists the documents to be furnished by bidders to justify the qualification criteria mentioned in Article 6(1) of the Special Regulations of the Invitation to Tender.

##### **b.2. Methodology.**

The special regulations of the invitation to Tender specifies the constituent elements of the Technical offer of the Bidders especially: a methodological statement on an analysis of the works and specifying the

organization and program which the bidder intends to put in place or use to execute the works (installations, schedule, sub-contracting, attestation of site visit, etc.).

**b.3. Proof of Acceptance of Conditions of the Contract.**

The bidder shall submit duly initialled copies of administrative and technical documents relating to the contract, namely:

1. The special Administrative conditions (SAC)
2. The Technical Specifications (STC)
3. Model Contract

**b. 4. Commentaries (optional)**

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

**C) Volume 3: Financial Offer (spiral bound)**

The special conditions specify the elements that will help in justifying the cost of the works, namely:

1. The signed and dated original offer (bid letter) prepared according to the attached model, stamped at the prevailing rate;
2. The duly filled Unit Price Schedule;
3. The duly filled detailed estimate;
4. The sub-detail of prices and / or breakdown of all-in prices;

In this regard, the bidders shall use the documents and models provided in the Tender file, subject to the provisions of Article 17(1) of the General Regulations of the Invitation to tender concerning the other possible forms of guarantees.

13.2. If in accordance with the provisions of the special Regulations of Invitation to Tender, the bidders present offers for several lots of the same invitation to tender, they could indicate rebates offered in case of award of more than one lot.

**ARTICLE 14: CONTRACT AMOUNT**

14.1. Except otherwise stated in the Tender file, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the Invitation to Tender, on the basis of the unit price schedule and the detailed Bill of Quantities and Estimates presented by the bidder;

14.2. The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.

14.3. Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative clauses, all dues taxes, fees payable by the bidder on grounds of the contract or on any other

ground, thirty (30) days prior to the submission of the offers, shall be included in the prices and in the total amount of the offer presented by the bidder.

14.4. If a price revision / updating clause is provided for in the contract, the date of establishment of the initial prices, as well as the price revision / updating conditions for the said price must be specified. This is with the understanding that any contract of duration of less than one (1) year shall not be subject to a price revision.

14.5. All unit prices must be justified by sub-detailed established in accordance with the structure proposed in Document No. 8.

#### **ARTICLE 15: CURRENCY OF BID AND PAYMENT.**

The currency shall be the National currency in CFA Francs.

#### **ARTICLE 16. VALIDITY OF BIDS**

16.1. Bids must remain valid for Ninety (90) days as stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of Article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority as not being in conformity.

16.2. Under exceptional circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in Article 17 of the General Regulations shall equally be extended for corresponding duration. A bidder may refuse to extend the validity of his offer without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his offer nor shall he be authorized to do so.

16.3. Where the contract does not include a price revision for more than sixty (60) days the amounts payable to the bidder retained shall be updated by application of the formula featuring in the request for extension that the Contracting Authority addressed to bidders. The updating period shall run from the date of notification of the contract or the Service Order for start of execution of works by the retained bidder, as specified in the Special Administrative clauses. The effect of updating shall not be taken into account for purposes of evaluation.

#### **ARTICLE 17: BID BOND.**

17.1. In application to Article 13 of the General Regulations, the bidder shall furnish bid bonds as specified in the Special Regulations and which bid bond shall be an integral part of his offer.



17.2. The bid bond must conform to the model presented in the Tender file; other models may be authorized subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of offers or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of Article 16(2) of the General Regulations.

17.3. Any offer without an acceptable bid bond shall be rejected by the Tenders Board for non-conformity. The bid bond of associated enterprises must be established in the name of the group submitting the offer and mention each member of the association grouping.

17.4. The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.

17.5. The bid bond of the successful bidder shall be released as soon as the latter signs the contract and furnishes the required final bond.

17.6. The bid bond may be seized:

- a) If the bidder withdraws his offer during the period of validity;
- b) If the retained bidder:
  - i) Fails in his obligation to register the contract in application of Article 37 of the General Regulations
  - ii) Fails in his obligation to furnish the required final bond in application of Article 38 of General Regulations.

#### **ARTICLE 18: VARYING PROPOSALS OF BIDDERS.**

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

18.2. Except in the case mentioned in Article 18(3) below, bidders wishing to offer technical variants must first assess the basic solution of the Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub details of process and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder offer conforming to the basic solution that has been evaluated as the lowest bid.

18.3. When according to the Special Regulations the bidders are authorized to directly submit the technical variants for certain parts of the works, these parts of the works must be described in the technical specifications. Such variants shall be evaluated according to their own merit in accordance with the provisions of Article 31.2 (g) of the General Regulations.

**ARTICLE 19: PREPARATORY MEETING TO THE ESTABLISHMENT OF BIDS.**

Not applicable.

**ARTICLE 20: FORMAT OF SIGNING OF BID.**

20.1. The bidder shall prepare an original of the documents described in Article 13 of the General Regulations in a volume clearly indicated "ORIGINAL". In addition, the bidder shall submit the number of copies required in the General Regulations, bearing "COPY". In case of discrepancy, the original shall be considered as authentic.

20.2. The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with Article 6(1a) or 6(2c) of the General Regulations, as the case may be. The signatory (ies) of the bid must initial all the pages of the bid containing alterations or changes.

20.3. The bid shall bear no modification, cancellation or alteration unless the signatory (ies) of the bid initials such corrections.

**D. SUBMISSION OF BIDS**

**ARTICLE 21: SEALING, MARKING OF BIDS**

21.1: The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes "ORIGINAL" and "COPY", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.

21.2. The external and internal envelopes:

- a) Should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
- b) Should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "TO BE OPENED ONLY DURING BID OPENING SESSION".

21.3. The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed bid if it is late in accordance with Article 23 of the General Regulations and to meet the provisions of article 24 of the General regulations.

21.4. If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely. In this case, it will be rejected.

#### **ARTICLE 22: DEADLINE FOR SUBMISSION OF BIDS.**

22.1. Bids must be received by the Contracting Authority at the address specified in Article 21(2) of the special Regulations not later than the date and time stated in the Special Regulations.

22.2. The Contracting Authority may, at his discretion, extend the deadline set for the submission bids by publishing an addendum in accordance with the provisions of Article 10 of the General Regulations. In which case, all rights and obligations of the Contracting Authority and bidders previously subject to the initial deadline will thereafter be subject to the deadline as extended.

#### **ARTICLE 23: LATE BIDS**

Any bid received by the Contracting Authority after the deadline for submission of bids in accordance with Article 22 of the General Regulations shall be declared late and consequently rejected.

#### **ARTICLE 24: MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS.**

24.1. A bidder may modify or withdraw his bid after submitting it, on condition that the Contracting Authority receives the written notification of the modification or withdrawal prior to the end of the deadline for submission. An authorized representative in application of Article 20(2) above must sign the said notification. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription “WITHDRAWAL”, and “REPLACEMENT BID” or “MODIFICATION”.

24.2. The notification of modification or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of Article 21 of the General Regulations. The withdrawal may equally be notified by fax but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the deadline for submission, of bids.

24.3. Bids being requested to be withdrawn in application of Article 24(1) shall be returned unopened.

24.4. No bid may be withdrawn during the interval between the submissions of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of Article 17.6.above.

## **E. OPENING OF ENVELOPES AND EVALUATION OF BIDS.**

### **ARTICLE 25: OPENING OF ENVELOPES AND PETITIONS**

25.1. The Tenders Board shall open the bids in one phase and in the presence of bidder' representatives who choose to attend at the time, on the date and at the place specified in the special Regulations. Representatives of bidders shall sign a register attesting to their presence.

25.2. Firstly, bids marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the bids containing the corresponding offer shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the bids marked "Replacement bids" are opened and announced to the hearing of everyone and the new corresponding offer substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the bids marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding offer. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids, which were opened and announced, to the hearing of everyone during the opening of bids shall then be evaluated.

25.3. All bids shall be opened successively and the name of the bidder, announced aloud as well as the possible modification mentioned, the price offered, including any rebates (in case of opening of financial offers) and any variant, where necessary, the existence of a guarantee of the offer if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of offers announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

25.4. Bids (and modifications received in accordance with the provisions of Article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid opening session for whatever reason, shall not be submitted for evaluation.

25.5. Bid opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and deadlines as well as the composition of the Evaluation Sub-

Committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.

25.6. At the end of each bid opening session, the chairperson of the Tenders Board immediately hands over to the person designated by ARMP an initialled copy of the bids presented by bidders.

25.7. In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public contracts, the Contracting Authority. It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition from duly signed by the petitioner and possibly by the chairperson of the Tenders Board. The Independent observer attaches to his report the sheet that was handed to him, including any related comments or observations.

#### **ARTICLE 26: CONFIDENTIAL CHARACTER OF THE PROCEDURE.**

26.1. No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders nor to any person concerned with the said procedure before the announcement of the award.

26.2. Any attempt by a bidder to influence the Evaluation Subcommittee of bids or the Contracting Authority in his award decision may cause the rejection of his bid.

26.3. Notwithstanding the provisions of paragraph 26.2, between the opening of bids and the award of the contract, if a bidder wishes to contact the Contracting Authority about his bid, he may do so in writing.

#### **ARTICLE 27: CLARIFICATIONS ON THE BIDS AND CONTACT WITH THE CONTRACTING AUTHORITY.**

27.1. To ease the examination, evaluation and comparison of bids, the chairperson of the Tenders Board may, if he desires, request any bidder to give clarifications on his bid. This request for clarification and the response given are formulated in writing but, however, no change on the amount or content of the bid should be sought, offered or authorized except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-Committee during the evaluation in accordance with the provisions of Article 29 of the General Regulations.

27.2. Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tender Board and the Evaluation Sub-Committee for questions related to their bids, between the opening of bids and the award of the contract.

## **ARTICLE 28: DETERMINATION OF CONFORMITY OF BIDS.**

28.1. The Evaluation Sub-Committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.

28.2. The Evaluation Sub-committee shall determine if the bid is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.

28.3. A bid that conforms to the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:

- i) Which substantially limits the scope, quality or realization of the works;
- ii) Which substantially limits and is not in conformity with the Tender File, the rights of the Contracting Authority or the obligations of the bidder in relation to the contract;
- iii) Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially conformed to the Tender File.

28.4. If a bid is essentially not in conformity it shall be rejected by the competent Tender Board and shall not eventually be rendered in conformity.

28.5. The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modification, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

## **ARTICLE 29: QUALIFICATION OF THE BIDDER.**

The Evaluation sub-committee shall ensure that the successful bidder, who has an offer substantially in conformity with the provisions of the Tender File, fulfils the qualification criteria stipulated in Article 6 of the special Regulations. It is essential to avoid any arbitrariness in determining qualification.

## **ARTICLE 30: CORRECTION OF ERRORS.**

30.1. The evaluation sub-committee shall verify bids considered essentially in conformity with the Tender File to correct the possible calculation errors. The Evaluation subcommittee shall correct the errors in the following manner:

- a) Where there is incoherence between the unit price and quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of

decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.

- b) If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
- c) Where there is a difference between the price indicated in words and in figures, the amount in words shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

30.2. The amount featuring in the bid shall be corrected by the Evaluation subcommittee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall deemed to commit him.

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

#### **ARTICLE 31: CONVERSION INTO A SINGLE CURRENCY.**

*Not applicable.*

#### **ARTICLE 32: EVALUATION AND COMPARISON OF BIDS AT THE FINANCIAL LEVEL.**

32.1. Only bids considered as being in conformity, as per the provisions of Article 28 above, shall be evaluated and compared by the Evaluation subcommittee.

32.2. By evaluating the bids, the Evaluation subcommittee shall determine for each bid the evaluated amount of bid by rectifying the amount as follows:

- a) By correcting any possible error in accordance with provisions of Article 30.2 of the General Regulations;
- b) By excluding projected sums and where necessary provisions for the unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under approval and supervision where they are valued in a competitive manner as specified in the Special Regulation;
- c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of Article 31(2) of the General Regulations,
- d) By appropriately adjusting any other modification, divergences or quantifiable reservation on technical or financial basis.

- e) By taking into consideration the various execution deadlines proposed by the bidders, if they are authorized by the Special Regulations;
- f) If need be, in accordance with the provisions of Article 13(2) of the General Regulations and the special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.

32.3. The estimated effect of price revision formulae featuring in the General Administrative clauses (GAC) and special Administrative clauses (SAC) applied during the period of execution of the contract shall not be considered during the evaluation of bids.

The Contracting Authority reserves the right to accept or reject any modification, differences or reservation. The modifications, differences, variants or other factors which exceed the requirements of the tender file are not taken into account during the evaluation of bids.

32.4. If the offer judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Contracting Authority, the Evaluation subcommittee may, from the sub details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory to it, the Contracting Authority may reject the bid.

#### **ARTICLE 33. PREFERENCE GRANTED TO NATIONAL BIDDERS.**

Not applicable.

#### **F. AWARD OF CONTRACT.**

##### **ARTICLE 34: AWARD**

34.1. The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose offer was evaluated as the lowest by including, where necessary, proposed rebates.

34.2. If, according to Article 13(2) of the general Regulations, the invitation to tender comprises several lots, the lowest offer shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot, as well as their financial situation at the time of award.



**ARTICLE 35: THE RIGHT OF THE CONTRACTING AUTHORITY TO DECLARE AN INVITATION TO TENDER UNSUCCESSFUL OR CANCEL A PROCEDURE.**

The Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorization of the Minister in charge of Public contracts where the offers have been opened or to declare an invitation to tender unsuccessful after the advice of the Tenders Board, without any claims being entertained.

**ARTICLE 36: NOTIFICATION OF AWARD OF THE CONTRACT.**

Prior to the expiration of the period of bid validity set in the Special Regulations, the Contracting Authority shall notify the successful bidder by fax confirmed by registered mail or by any other means that his bid was retained. This letter will indicate the amount the Contracting Authority will pay the contractor to execute the works and the execution deadline.

**ARTICLE 37. PUBLICATION OF RESULTS OF AWARD AND PETITIONS.**

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

37.2. The Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned whom so request.

37.3. After publication of the award results, bids that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.

37.4. In case of petition, it should be addressed to the Authority in charge of Public Contracts, with copies to the body in charge of the Regulation of Public Contracts, the Contracting Authority and the chairperson of the Tenders Board. It must take place within a maximum deadline of five (5) working days after the publication of the results.

**ARTICLE 38: SIGNING OF THE CONTRACT.**

38.1. After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board.

38.2. The Contracting Authority has a deadline of Seven (7) days to sign the contract from the date of reception of the draft contract approved by the Tenders Board and subscribed by the successful bidder.

38.3. The contract must be notified to the successful bidder five (5) days of its date of signature.

**ARTICLE 39: FINAL BOND.**

39.1. Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Contracting Authority with a final bond, in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.

39.2. The final bond whose rate varies between two percent (2%) and five percent (5%) of the amount of the contract may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.

39.3. Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.

39.4. Failure to produce the final bond within the prescribed deadline shall likely cause the termination of the contract under the terms laid down in the General Administrative clauses.

**DOCUMENT N° 3**  
**SPECIAL REGULATIONS OF THE INVITATION**  
**TO TENDER**

## SPECIAL REGULATIONS OF THE INVITATION TO TENDER

INTRODUCTION			
1	<b>Definition of Works: <i>FOR THE CONSTRUCTION OF POTABLE WATER SUPPLY SCHEME AND EXTENSION TO TEN (10) STAND TAPS AT KIMBI VILLAGE</i></b> <b>(BY THE EMERGENCY PROCEDURE).</b> Invitation to Tender Reference: N°: ____/ONIT/FC/FCITB/2019 OF ____		
2	<b>Execution Period:</b> three (03) Months		
3	<b>Source of financing:</b> Public Investment Budget (PIB) 2019		
4	Origin of materials, equipment and related services should come from the local market and respect the norms applicable in Cameroon.		
5	EVALUATION GRILL		
	I – Main eliminatory criteria		
	Sub Criteria	Evaluation	
		Yes	No
A	Bid Security		
B	Administrative documents		
	Signed and stamped submission		
	Letter of attorney		
	Treasury receipt for purchase of tender document		
	CNPS		
	Tax payers card		
	Assessment certificate, attestation of non-indebtedness, fiscal situation		
	An original attestation of bank account		
	Certificate of non-exclusion		
	Business location/Attestation of localisation		
	Non bankruptcy		
C	Tender documents		

	II – Main qualification Criteria		
	Sub – Criteria	Evaluation	
		Yes	No
A	Turnover (at least Fifteen Million (15,000,000) FCFA		
B	Pre - financing capacity (access to credit or other financial sources) (Fifteen Million (15,000,000) FCFA)		
C	Enterprises references (three building projects for the last two (02) years)		
D	Availability of materials and essential equipment		
E	Experience of supervisory staff (at least Civil or Rural Engineering Senior technician with 10 years' experience or Civil or Rural Engineer with three (03) years of experience)		
F	Antecedents of non-execution of contracts or pending disputes		
G	Attestation of site visit (with acceptable report)		
H	Acceptable planning (Schedule)		
I	Acceptable methodology		

The non-compliance with any three (03) of the nine (09) criteria above shall cause the elimination of the bid.

6	Power of attorney for the Representative in case of a group of enterprises.
7	Site Visit: Bidders shall be expected to visit the works site and produce a report and an Attestation of site visit signed by him or his representative
8	Language of Bid: All bids shall be written in either English or French.
9	Presentation of Bids: The list of documents referred to in Article 13 of the General Regulations and above must be completed, grouped in three volumes as indicated and inserted in envelopes and labelled as follows:
	<p><b>ENVELOPE A – VOLUME I</b></p> <p><b>ADMINISTRATIVE DOCUMENTS.</b></p> <p>a) Declaration of intent to tender stamped (see attached model);</p>

- b) The group agreement, where need be;
- c) The Power of Attorney, where need be;
- d) A proof of nationality of bidder (certified true copy of national identity card of the general manager);
- d) A certificate of non-bankruptcy established by the Court of the place of residence of the bidder dated not more than three (3) months preceding the date of submission of bids;
- e) An attestation of Bank Account issued by a commercial Bank approved by the Ministry in charge of Finance and approved by COBAC;
- f) Original receipt of purchase of the Tender file;
- g) The Bid Bond of **Three Hundred Thousand ( 300,000) FCFA** from a Banking institution recognized by COBAC (according to attached model);
- h) An attestation of Non-exclusion from public contracts delivered by ARMP.
- i) An attestation of site visit and report. (*Contractor or Representative*)
- j) An attestation for bidding purposes for this tender of not more than three (3) months old issued by the National Social Insurance Fund;
- k) An attestation of Tax clearance of not more than three (3) months old issued by the Tax Department certifying that the bidder has effected all statutory declarations in issues of taxes for the current financial year;
- l) Current Business license certified by taxation;
- m) A valid Taxpayers Card certified by taxation;
- n) Current business registration papers in conformity with OHADA laws
- o) Attestation of localization certified by taxation department.

**All bids not containing all the documents listed above or not in conformity with the models shall be simply rejected.**

N.B. - All documents shall be originals if requested or certified photocopies signed by the services that issued them and must be less than **three (03) Months old**.

- The documents shall be arranged in the order listed above and separated from each order by coloured sheets.

## **ENVELOPE B: - VOLUME II**

### **TECHNICAL OFFER.**

#### **B.1. - Information on qualification criteria.**

- a) Proof of ownership or hiring possibilities of necessary equipment

In conformity with the tender, it shall show clearly the means at the disposal of the enterprise

to carry out the job (list of equipment and tools (*certified copies of title deeds, receipts, etc.*)).

b) Personnel documents: shall contain

- List of workers required for the execution of the project
- Work Supervisor: (at least Civil or Rural Engineering Senior technician with 10 years' experience or Civil or Rural Engineer with three (03) years of experience)
- Foreman: A Civil or rural Engineering technician or equivalent with at least 5 years' experience in the domain of construction or Civil Engineer with two years' experience in the building construction sector.
- Attach for the key personnel, a CV signed and dated, as well as certified copies of highest certificates and letter of availability of the staff)

c) Reference in the execution of similar works:

- List of similar jobs executed in the last Three (03) years, with the costs of the jobbing orders, contacts of the project owners including justification documents. (Copies of the contracts or jobbing orders first and last pages, good delivery voucher signed by the project owner, and minutes certifying the good execution of these contracts).

## **B.2 - Technical Proposals.**

Bidders shall study the Technical specifications, establish a suitable methodology, and work plan for the execution of the works.

It shall show clearly:

- methodology of execution,
- organization of the enterprise,
- Sources of materials;
- Work schedule;
- Site installation;
- Security arrangements;
- Environmental considerations;
- measures relating to the use of local manpower,
- etc.

(Date, signature and stamp of the bidder at the end of each document).

## **B.3 – Proof of acceptance of the contract conditions:**

Bidders must sign as proof of acceptance of contract conditions the following documents:

- Specimen contract – Documents Nos. 4 & 9 (each page should be initialled and last page signed and stamped)
- Technical specification (each page should be initialled and the last page signed and

	<p>stamped).</p> <p><b>B.4 – Sub Contracting:</b></p> <p>Information on the sub-contractor (equipment, personnel, references, etc.). (Date, signature and stamp of the sub-contractor at the end of each document).</p> <p><b>ENVELOPE C: - VOLUME III</b></p> <p><b>FINANCIAL OFFER</b></p> <p>C.1. The offer shall be as per the attached model Bid letter (Document No. 10, Annexure 1), with a 1000 FCFA fiscal stamp affixed to it, dated and signed;</p> <p>C.2. The duly filled unit price schedule. (Initialled and stamped on each page, signature on last page);</p> <p>C.3. The duly filled detailed cost estimates. (Initialled and stamped on each page, signature on last page);</p> <p>C.4. The duly filled framework of sub detail of prices. (Initialled and stamped on each page, signature on last page);</p> <p>C.5. Documents demonstrating financial viability of enterprise (bank Statement, attestation of pre-financing capacity from bank manager, Attestation of solvency).</p> <p><b>NB:</b> The various parts of the same file must obligatorily be separated by colour Dividers both in the original and in the copies in a way as to facilitate examination.</p> <p><b>Only financial offers of bidders whose technical offers has scored 70% (points) and/or above shall be forwarded to the subcommittee of evaluation of bids</b></p>
10	<p><b>Price and Currency of Bid</b></p> <ul style="list-style-type: none"> <li>- Prices shall be inclusive of taxes and the currency shall be the national currency - Francs CFA</li> <li>- The prices of the contract are not revisable.</li> </ul>
11	<p><b>Preparation and Submission of Bids</b></p> <p>Validity of Bids:</p> <p>The period of validity of bids is 90 days from the date of submission of bids.</p>
12	<p><b>Bid Bond</b></p> <p>Bidders shall furnish a bid bond of <b>Three Hundred Thousand Francs ( 300,000) FCFA</b> Issued by a Commercial Bank recognized by the Ministry in charge of Finance and recognized by COBAC.</p>
13	<p><b>Execution Period</b></p> <p>Bids are called on the basis of a maximum execution period of three (03) months. The execution period proposed by the successful bidder shall become the contractual execution period.</p>



14	<p><b>Manner of Submission</b></p> <p>The number of copies of the bid shall be six (6) inclusive of the original.</p> <p>Address of the Contracting Authority to be used for the submission of Bids: the Fonfuka Council office, General Secretariat, and should bear the following inscription:</p> <p style="text-align: center;"><b>OPEN NATIONAL INVITATION TO TENDER</b>  <b>(BY THE EMERGENCY PROCEDURE)</b></p> <p style="text-align: center;"><b><i>OPEN NATIONAL INVITATION TO TENDER, No. 007/ONIT/FC/FCITB/2019 OF</i></b>  <b><i>_____ FOR THE CONSTRUCTION OF POTABLE WATER SUPPLY SCHEME</i></b>  <b><i>AND EXTENSION TO TEN (10) STAND TAPS AT KIMBI VILLAGE</i></b></p> <p style="text-align: center;">“TO BE OPENED ONLY DURING BID OPENING SESSION”</p>
15	<p><b>Submission of Bids</b></p> <p>Place, date and deadline for submission of Bids:</p> <p>Bids shall be submitted at the FONFUKA COUNCIL INTERNAL TENDERS BOARD Secretariat Council office latest on the _____ at 11:00 a.m. local time.</p>
16	<p><b>Opening of Bids</b></p> <p>Place, date and time of opening of Bids;</p> <p>Bids shall be opened at the Conference hall of the Fonfuka Council office on the _____ at 12:00 a.m. local time.</p>
17	<p><b>Award of the Contract and Final Bond</b></p> <p>The contract shall be awarded to the bidder with the least financial offer having qualified administratively and technically.</p> <p>The successful bidder must furnish a final bond of two percent (2%) of the contract amount within twenty (20) days of notification of the contract award.</p>

#### **A. OPENING OF OFFERS**

**THE OPENING OF ENVELOPE A** (Administrative documents) shall be in public and the conformity of the documents verified. The administrative documents must be complete, valid and authentic. The bid bond must conform to the format submitted. Only bids with documents that meet these requirements shall have their other envelopes evaluated.

**THE OPENING OF ENVELOPE B and C** (Technical and Financial offers) shall be in public in the same session to determine whether the file is complete with the authenticity of documents checked and whether the documents are signed correctly and presented in conformity to the tender.

## EVALUATION AND COMPARISON OF OFFERS

### 1- General Presentation of the offer.

- |  |          |
|--|----------|
| - Readable .....                               | Yes / No |
| - Binding .....                                | Yes / No |
| - Arrangement with respect to the Tender ..... | Yes / No |

### 2- Methodological note

- |  |          |
|--|----------|
| - Explanation of work to be done .....                 | Yes / No |
| - Detailed organization of works (work schedule) ..... | Yes / No |
| - Attestation of site visit .....                      | Yes / No |
| - Specimen contract initialled and signed .....        | Yes / No |
| - Technical specification initialled and signed .....  | Yes / No |

### 3- References of the bidder (attach justifications).

- |   |          |
|---|----------|
| - Summary table of references (with cost of contracts) .....    | Yes / No |
| - General references of the bidder on completed contracts....   | Yes / No |
| - Building construction projects (three (03) projects minimum). | Yes / No |

### 4- Financial capacity

- |  |          |
|--|----------|
| - Bank attestation of a financial capacity of Fifteen Million (15 000 000) FCFA .....  | Yes / No |
| - Cumulative turnover of the company more than or equal to fifty million (50 000 000) FCFA for the past three (03) years ..... | Yes / No |
| - Summary table of references (with cost of contracts) .....   | Yes / No |
| - General references of the bidder on completed contracts.....   | Yes / No |
| - Building construction projects (three (03) projects minimum)..   | Yes / No |

### 5- Support staff for the project

- |  |          |
|--|----------|
| - Detailed list of the staff appointed for the project ..... | Yes / No |
|--|----------|

#### Project Supervisor

- |  |          |
|--|----------|
| - Civil or Rural Engineer with three (03) years' experience, or Civil or Rural Engineering technician with ten(10) years of experience |          |
| - Signed and dated CV with availability certificate .....  | Yes / No |
| - Similar projects higher or equal to three (03) .....   | Yes / No |
|  | Yes / No |

**Project Site foreman**

- |   |          |
|---|----------|
| - Civil or Rural Engineering technician with 5 years experience | Yes / No |
| - Signed and dated CV with availability certificate .....       | Yes / No |
| - Similar projects higher or equal to three (03) .....          | Yes / No |

**6- Small and heavy equipment**

- |   |          |
|---|----------|
| - 01 Site Liaison vehicle (title deeds) ..... | Yes / No |
| - 01 concrete mixer .....                     | Yes / No |
| - Small tools (Purchase deeds).....           | Yes / No |

For each piece of equipment, furnish the tender board with the title deeds.

**7- Proposed execution Period**

- |   |          |
|---|----------|
| - Execution period less than or equal to that of the tender ..... | Yes / No |
|---|----------|

**TOTAL**

\_\_\_\_\_  
**27 Points**

**The number of “YES” points obtained shall be converted to percentage and only bids with a technical mark of over 70% shall go through the financial analysis.**

**DOCUMENT N° 4**  
**SPECIAL ADMINISTRATIVE**  
**CLAUSES**

# **SPECIAL ADMINISTRATIVE CLAUSES (SAC)**

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**ARTICLE 1: OBJECT OF THE JOBBING ORDER**

The object of the present jobbing order is *OPEN NATIONAL INVITATION TO TENDER, No. 007/ONIT/FC/FCITB/2019 OF \_\_\_\_\_ FOR THE CONSTRUCTION OF POTABLE WATER SUPPLY SCHEME AND EXTENSION TO TEN (10) STAND TAPS AT KIMBI VILLAGE*

**ARTICLE 2: METHOD OF CONCLUDING THE JOBBING ORDER**

Open National Invitation to Tender N ° \_\_\_\_\_ concludes the present Jobbing Order: \_\_\_\_\_  
/ONIT/FC/FCITB/2019 OF \_\_\_\_\_

**ARTICLE 3: DEFINITIONS AND DUTIES**

3.1 a) a) The Contracting Authority shall be the Mayor of Fonfuka Council;

In this respect, he preserves the original documents relating to the jobbing order and transmits copies to the Public Contract Regulatory Agency.

b) The Project Owner is the Mayor of Fonfuka Council (Vote Holder)

c) The Contract Manager shall be the Secretary General of Fonfuka Council. In this capacity, he shall respect the administrative, technical and financial clauses of this jobbing order.

d) The Contract Engineer shall be the Divisional Delegate of Water and Energy for Boyo, who examines, verifies, testifies and approves the quality and quantity of all works executed. In this capacity, he shall notify the contractor, the service orders related to the execution of the said project, he is qualified to prescribe all the dispositions that he judges necessary and confirms all the works well done. He works in collaboration with the contract manager (if any provision is made for one).

**NB!** Any project modification must be submitted by the Contract Engineer, through the Contract Manager (if any provision is made for one), to the Contracting Authority, for his approval before the contractor can execute. The Contract Engineer is responsible for any modifications carried out without the Mayor of Fonfuka Council, Contracting Authority's approval.

e) The Contractor shall be responsible for the execution of the project described in the tender file (technical specification) and shall be a member in site meetings and committees

f) The project manager shall be the Council Development Officer (CDO), he shall be responsible for the management, permanent control and follow up of the execution of the project on daily bases and ensure that the daily work journal is filled as required by norms

3.2 -The authority to incur expenditure shall be the Mayor of Fonfuka Council (vote holder)

-The authority to approve payment shall be the Mayor of Fonfuka Council (vote holder)

- The official in charge of payment shall be the Fonfuka Council Treasury.
- The official competent to furnish information within the context of execution of this jobbing order shall be the Mayor of Fonfuka Council (vote holder)

#### **ARTICLE 4: LANGUAGE, APPLICABLE LAWS AND REGULATIONS**

- 4.1 The language to be used shall be either English or French
- 4.2 The contractor shall be bound to observe the laws, regulations and ordinances in force in Cameroon and in the execution of the jobbing order.

If in Cameroon the regulations, laws and administrative and fiscal measures in force at the date of signature of this jobbing order are amended after the signature of the jobbing order, the possible direct resulting cost shall be taken into account without gain or loss for either party.

#### **ARTICLE 5: JOBBING ORDER DOCUMENTS**

The Contractual document, which form part of this jobbing order are in order of priority.

1. The bid letter or commitment letter,
2. The bidder's tender and its annexure in all provisions not contrary to the Special Administrative Clauses (SAC) and the TECHNICAL SPECIFICATIONS (STC) referred to above;
3. Then special administrative clauses (SAC);
4. The special Technical condition (STC)
5. The particular element necessary for the determination of the contract price, such as in order of priority: the unit price schedule, the detailed of lump sum prices and detailed estimates break down of the lump sum prices;
6. Plans, calculation, notes, trial document and geotechnical document;
7. The General Administrative clauses applicable to Public works, supplier and service contract and made enforceable by Order No. 033/CAB/PM of 13<sup>th</sup> February 2007
8. The General Technical conditions applicable on the services forming the object of the jobbing order.

#### **ARTICLE 6: GENERAL APPLICABLE TEXTS**

This jobbing order shall be governed by the following texts:

- Law No. 96/12 of 05 August 1996 on the management of the environment.
- Law No. 98/013 of 14 July 1998 relating to competition
- Decree No. 2001/048 of 23<sup>rd</sup> February 2001 relating to the setting up, organization and functioning of the Public contract Regulatory Agency (ARMP) ;
- Decree No. 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



- Decree No. 2012/075 of 08<sup>th</sup> March 2012 organising the Ministry of Public Contracts.
- Decree No. 2012/076 of 08<sup>th</sup> March 2012 to amend and supplement some provisions of Decree No. 2001/048 of February 2001 relating to the setting up, organisation and functioning of the Public Contracts Regulatory Agency(ARMP)
- Decree No. 2018/366 of 20<sup>th</sup> June 2018 bearing the Public Contract Code
- Order No. 03/CAB/PM of 13<sup>th</sup> February 2007 enforcing the General Administrative clauses applicable to public works, supplies and services contract;
- Circular No. 001/CAB/PR/ of 19<sup>th</sup> June 2012 relating to the award and control of execution of public contracts
- Circular No. 001/C/MINFI OF 28<sup>th</sup> December 2018 bearing instructions relating to the execution of the finance laws
- Texts governed the various professional bodies.
- National and International Norms and standards (ANOR, NC etc.)

## **ARTICLE 7: COMMUNICATION**

- 7.1 All notifications and written communication within the framework of this jobbing order shall be sent to the following address:
- a) In the case where the contractor is the addressee : beyond the time-limit of 15 days fixed in Article 6 (1) of the GAC to make his domicile known to the Contract Manager and immediately after completion of the works, correspondences shall be validly address to Fonfuka Council.
  - b) In the case where the Contracting Authority is the addressee: The Mayor Fonfuka Council with copies addressed to the Contract Manager and the Engineer.
- 7.2 The contractor shall address all written notifications or correspondences to the Engineer with a copy to the Contract Manager.

## **ARTICLE 8: SERVICE ORDERS**

- 8.1 The Service Order to start execution shall be signed by Contracting Authority and notified by the Engineer.
- 8.2 Service Orders with financial incidence likely to notify the time-limits shall be signed by the Contracting Authority and notified by the Engineer.
- 8.3 Service Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by the Contract Manager and notified by the Engineer.
- 8.4 Service Orders Serving as warnings shall be signed by the Contracting Authority.
- 8.5 The contractor has the time-limit of fifteen (15) days to issue reservations on any service order received. Having reservations shall not free the enterprise of executing the service orders received.

## **ARTICLE 9: CONTRACTORS PERSONNEL**

- 9.1 Any notification, even partial, made to the technical offer shall only occur after the written approval of the Contract Manager. In case of such notification, the contractor shall have the personnel replaced by a staff of equal competence (qualification and experience).
- 9.2 In whatever case, the list of supervisory staff to be used shall be subject to the approval of the Engineer within fifteen (15) days of the notification of the service order to start execution. The Engineer has eight (8) days to notify his opinion in writing with a copy being sent to Contract Manager. Beyond this time-limit, the personnel list shall be considered as approved.
- 9.3 Any unilateral notification on the supervisory staff made in the technical offer prior to and during the works shall be a reason for termination of the jobbing order or the application of penalties as mentioned in Article 38 below.

## **CHAPTER 2: FINANCIAL CLAUSES**

### **ARTICLE 10: GUARANTEES AND SECURITIES**

#### **10.1 Final Bond**

The final bond shall be fixed at 2% of the amount of the jobbing order, inclusive of all taxes.

The guarantee must be returned or released within one month following the date of provisional reception of the works.

The Contracting Authority shall order the release upon request by the contractor.

#### **10.2 Retention Guarantee**

The retention guarantee is fixed at 10% of the tax inclusive amount of the contract.

This shall be liberated following a release order issued by the Contracting Authority within one (01) month after final reception upon request by the contractor.

#### **10.3 Guarantee of start off payment**

The contractor may be granted a start off amount of 20% of the contract amount (inclusive of taxes) upon request.

The start-off payment shall be guaranteed at 100% by a Cameroonian bank recognized by the Ministry in charge of Finance.

### **ARTICLE 11: AMOUNT OF THE JOBBING ORDER**

The amount of this jobbing order as per the attached bill of quantities and cost estimates is

\_\_\_\_\_ (in figures) \_\_\_\_\_ (in words) CFA.

Francs inclusive of all taxes; that is:

-Amount exclusive of VAT \_\_\_\_\_ (in figures) \_\_\_\_\_ (in words) CFA.

-Amount of VAT \_\_\_\_\_ (in figures) \_\_\_\_\_ (in words) CFA.

### **ARTICLE 12: PLACE AND METHOD OF PAYMENT**

The contractor shall be paid by monthly installments, based on the certification by the Engineer of the various phases of work completed. The Engineer and the contractor shall sign these installmental payments.

All sums due to the installmental payment vouchers to account No. \_\_\_\_\_ opened by the contractor at \_\_\_\_\_

#### **ARTICLE 13: PRICE VARIATION**

Prices shall be firm and not subject to any price revision.

#### **ARTICLE 14: METHOD OF EVALUATION OF WORK DONE**

The work done shall be evaluated using then unit price.

#### **ARTICLE 15: EVALUATION OF MATERIALS ON SITE**

- 15.1 The contractor shall be paid for usable materials intended for the execution of the works mobilized on site in the event where the jobbing order is prematurely terminated as provided for by the Regulations in force especially the public contract code.
- 15.2 No security shall be requested for payment on account of supplies or materials which are already on site.

#### **ARTICLE 16: START OFF PAYMENT**

The contractor shall be granted a start-off advance of 20% of the contract amount (inclusive of taxes) upon request. The start-off payment shall be reimbursed in full the moment the work is executed at 80% of the value of the contract.

#### **ARTICLE 17: PAYMENT ON ACCOUNT**

- 17.1 The amount of payment on account shall not exceed the value of the technical execution phases carried out.
- 17.2 Payment on account may be spread over the duration of the execution of the jobbing order according to technical execution phases as defined in the jobbing order.
- 17.3 Payment on account shall take place within thirty (30) days from the date of transmission to the competent accounting officer, of the documents giving entitlement to payment.
- 17.4 The contractor shall transmit seven (7) copies of the partial invoices to the Engineer for approval before the 5<sup>th</sup> of the month following the works executed.
- 17.5 The Engineer shall within a time-limit of seven (7) days forward the approved partial invoices to the Contract Manager.
- 17.6 The Contract Manager has a maximum time-limit of twenty-one (21) days to sign the partial invoice and to produce the documents giving entitlement to payment on account and transmit same to the competent accounting officer.

## **ARTICLE 18: INTEREST ON OVERDUE PAYMENT**

- 18.1 Where the delay in payment fixed in Article 17 above is attributed to the Contracting Authority or accounting officer, the contractor shall be dully entitled to interest on overdue payments calculated from the day of issue of the payment voucher by the accounting officer.
- 18.2 The interest rate on overdue payments referred to Article 18 (1) above shall be the intervention rate of the Bank of Central African States (BEAC) in invitation to tender with a surcharge of one (1) point.
- 18.3 The amount of the interest on overdue payments shall be calculated according to the formula:
- $$I = M \times (n/360) \times (i)$$
- Where: M = Amount, all taxes inclusive, due the contractor  
n= Number of calendar days of delay  
i= The BEAC intervention rate concerning invitation to tender with a surcharge of one (1) point.
- 18.4 Interest of overdue payments shall not be applied on amounts already including compensations for delayed payments.
- 18.5 Interest on overdue payments shall be liable to taxes.

## **ARTICLE 19: PENALTIES FOR DELAY**

- 19.1 The amount set for penalties for delays is set as follows:
- a) One two thousandth (1/2000<sup>th</sup>) of the initial jobbing order amount all taxes inclusive per calendar day of delay from the first (1<sup>st</sup>) to the thirtieth (30<sup>th</sup>) day beyond the contractual time-limit.
  - b) One thousandth (1/1000<sup>th</sup>) of the initial amount of the jobbing order inclusive of all taxes per calendar day beyond the 30<sup>th</sup> day.
- 19.2 The cumulated amount of penalties for delay shall be limited to ten percent (10%) of the initial jobbing order inclusive of all taxes.

## **ARTICLE 20: FINAL DETAILED INVOICE**

- 20.1 After completion of the works and within a maximum time-limit of 30 days after the date of provisional reception, the contractor shall establish, based on joint reports, the draft final invoice for works executed and which summaries the total sums to which the contractor may be entitled as a result of the execution of the whole jobbing order.
- 20.2 The Contract Manager has 30 days to forward the corrected and approved invoice to the competent accounting officer.

## **ARTICLE 21: RELEASE OF GUARANTEE RETENTION**

The Contracting Authority has 30 days after final reception to release the 10% guarantee retention.

## **ARTICLE 22: TAX AND CUSTOMS SCHEDULE**

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

- Taxes and dues relating to industrial and commercial projects, including the IAR which is a deduction on company taxes;
- Registration dues in accordance with the tax code;
- Dues and taxes attached to the execution of services provided for in the jobbing order;
- Duties and taxes of entry in to Cameroonian territory (customs duties, VAT, computer tax);
- Commercial taxes and dues;
- Dues and taxes relating to the execution of building materials and water.

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

All prices inclusive taxes mean VAT included.

## **ARTICLE 23: REGISTRATION AND STAMP DUTY**

Seven (7) original copies of the present jobbing order shall be stamped and registered at the expense of the contractor, in accordance with the applicable regulations.

## **CHAPTER 3: EXECUTION OF THE WORKS**

### **ARTICLE 24: EXECUTION TIME-LIMIT OF THE JOBBING ORDER.**

- 24.1 The time-limit for the execution of the works forming the object of this jobbing order shall be three (03) months.
- 24.2 This time limit shall run from the date of notification of the service order to commence execution of the works.

### **ARTICLE 25: ROLES AND OBLIGATION OF THE CONTRACTOR**

The contractor shall be responsible for the works for which he has been chosen. To this effect, his mission shall be to ensure its execution under the supervision of the Engineer in conformity with the regulation and standards in force and in respect to the work schedule. The contractor shall also be expected to carry out all the necessary calculations, chose and buy all machines, adequate materials etc. required for the work and engage suitable workers.

The contractor confirms that he has verified the volume of work to be executed and that he is reputed to have taken perfect cognizance of the scope of the works and the necessarily for prompt action to request irrespective of whether he has to use his own equipment or hire equipment to execute the work. To

this end, he cannot use any omission or under estimation of the works to make any claims of any nature whatsoever.

Removal of equipment, materials, installations and work site waste shall be carried out by the contractor before reception, failing which the Contracting Authority shall automatically proceed with it soon after the expiry date, at the contractor's expense.

## **ARTICLE 26: ROLES AND OBLIGATION OF THE CONTRACTING AUTHORITY**

The Contracting Authority shall make the site available for the works without interruption. The Contracting Authority shall authorize the contractor to install a site of the work and allocate any necessary installation for the use of the contractor.

The Contract Manager shall within 20 days of notification to commence works provide the contractor with necessary plans and documents relating to the works.

## **ARTICLE 27: INSURANCE OF STRUCTURES AND CIVIL LIABILITIES**

The contractor shall take out a third party risk insurance concerning persons, property, or liabilities from an insurance company governed by the "CIMA" insurance code.

## **ARTICLE 28: DOCUMENTS TO BE FURNISHED BY THE CONTRACTOR**

### **28.1 Program of works and Quality Assurance Plan**

Within a maximum deadline of thirty (30) days from the date of notification of the service order to commence execution, the contractor shall submit in five (5) copies for the approval of the Contract Manager after the endorsement of the Engineer the execution plan of the works, his work schedule, his draft Quality Assurance Plan and environmental management plan.

This plan will be exclusively presented according to the furnished models.

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

Either the indication "GOOD FOR EXECUTION";

Or, the indication of their rejection including the reasons for the said rejection.

The Contractor has eight (8) days to present a new one.

The Contract Manager then has a deadline of five (5) days to give his approval or possibly make remarks. In this case, the procedure is started all over without this affecting the contractual time-limit.

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

The Contractor will constantly update on site, a schedule that will take account of the real progress of the site. Significant modifications may only be made on the contractual program upon receiving the approval of the Contracting Authority.

- a) The Contractor shall indicate in this program the equipment and methods which he intends to use as well as the personnel he intends to employ.
- b) The approval granted by the Contracting Authority shall in no way diminish the responsibility of the contractor with regard to the harmful consequences, which their implementation may cause both the responsibility of the contractor with regard to the harmful consequences, which their implementation may cause both the responsibility of the contractor with regard to the harmful consequences, which their implementation may cause both towards third parties, and the respect of clauses of the jobbing order.

#### **28.2 Execution Plan**

- a) The execution plan documents (calculations and drawings) necessary for the realization of all the parts of the structure must be submitted for the endorsement of the Engineer at least one month prior to the date provided for the commencement of realization of the corresponding part of the structure.
- b) The Engineer has a deadline of fifteen days to examine and make known his observations. The Contractor then has a deadline of eight days to present a new file including the said observations.

### **ARTICLE 29: ORGANISATION AND SAFETY ON SITE**

- 29.1 Signs at the work site must be placed within a maximum deadline of one (1) month after the notification of the service order to commence work.
- 29.2 The contractor shall respect all standards safety measures during the execution, shall clear the site upon completion of the works.

### **ARTICLE 30: SETTING OUT OF STRUCTURES**

The engineer shall within a maximum of fifteen (15) days following the date of notification of the service order to commence work, make himself available to the contractor for the setting out of the structures.

### **ARTICLE 31: SUB-CONTRACTING**

This jobbing order may give rise to sub-contracts or subsidiary orders with a maximum accord of 30% of the initial jobbing order amount.

However, any recourse to sub-contractors or placing of subsidiary orders shall be subject to the prior authorization of the Contracting Authority. Notwithstanding the recourse to sub-contracting or placing of subsidiary orders, the contracting partner shall be responsible for the execution of all the obligation of the said jobbing order.

### **ARTICLE 32: WORKS SITE JOURNAL**

- 32.1 The Engineer and the Contractor's representative must systematically jointly sign the worksite journal during site meetings and at each site visit.

- 32.2 It is a joint document in a single copy. Its pages must be numbered and initialled. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.

## **CHAPTER IV: RECEPTION**

### **ARTICLE 33: PROVISIONAL RECEPTION**

Before the provisional reception, the contractor shall request in writing to the Contract Manager with a copy to the Engineer the organization of a technical reception that shall amongst others ascertain that:

- 33.1 Tests and checks are carried out;
- 33.2 The folding up of the site installations and the restitution of the site as it was;
- 33.3 The **Reception Committee** shall comprise the following members:
- |   |           |
|---|-----------|
| 1. The Mayor of Fonfuka Council (Contracting Authority) | President |
| 2. The DDMINEE (Engineer) or Representative             | Secretary |
| 3. The Contract Manager                                 | Member    |
| 4. The Representative of DDMINMAP                       | Member    |
| 5. The Chief of Service MINEE or Representative         | Member    |
| 6. The Council Development Officer (CDO)                | Member    |
| 7. The Contractor or his Representative                 | Member    |

The contractor shall be invited to the reception by mail at least ten (10) days prior to the reception. He is bound to attend (or be represented). He takes part in the reception as an observer.

His absence is equivalent to acceptance with reservation of the conclusion of the Reception Commission.

After the visit of the site, the Commission shall examine the minutes of the preliminary operations to the reception and shall proceed to provisional reception of the works if there is need.

The visit for provisional reception shall be the subject of minutes of provisional reception signed on the spot by all the members of the commission.

The minutes of the provisional reception report shall specify or set the date of completion of the works.

- 33.4 The guarantee period commences from the date of acceptance of this provisional reception.

### **ARTICLE 34: DOCUMENTS TO BE FURNISHED AFTER EXECUTION**

- 34.1 The contractor shall furnish within one (1) month after completion of the works three (3) copies of all working documents and drawings as executed, especially those relevant to the maintenance of the works.
- 34.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with Article 34.1 above.

### **ARTICLE 35: GUARANTEE PERIOD**



The guarantee period shall be one (1) year to run from the date of the provisional reception of the works.

#### **ARTICLE 36: FINAL RECEPTION**

Final reception shall take place within a maximum deadline of fifteen (15) days from the date of expiry of the guarantee period.

The procedure for final reception shall be the same as for provisional reception.

### **CHAPTER V: MISCELLANEOUS PROVISIONS**

#### **ARTICLE 37: TERMINATION OF THE JOBBING ORDER**

The jobbing order may be terminated as provided for in Part III Paragraph 2 of Decree No. 2004/275 of 24 September 2004 instituting the Public Contracts Code and equally under the conditions laid down in Articles 74, 75 and 76 of the GAC especially in case of:

- Delay of more than fifteen (15) days in the execution of a Service Order or unjustified stoppage of more than seven (7) calendar days;
- Delay in work resulting in penalties of more than 10% of the amount of the works;
- Refusal to repeat poorly executed works;
- Default by the contractor;
- Persistent non payment for services.

#### **ARTICLE 38: MAJOR IMPEDIMENT**

If the contractor were to raise the issue of force majeure, concluded after its signature by the Contracting Authority and shall only come into force after its notification to the contractor, by the Contracting Authority the thresholds below which claims shall not be admitted are:

Rainfall: 200mm in 24hours

Wind: 40m/s

Flood: decennial flood frequency

In the event of circumstances beyond his control hindering the progress of the works, the contractor shall only be relieved of his responsibilities if he notifies the Administration in writing of his intention to invoke these circumstances of force majeure within fifteen (15) days of the occurrence of the event. However, the Administration still reserves the right to appreciate the circumstances of the force majeure.

#### **ARTICLE 39: LITIGATION**

Any dispute arising from this jobbing order shall be resolved amicably. Failure to arrive at a compromise, the matter shall be referred to the competent court in the North West Region of the Republic of Cameroon.

#### **ARTICLE 40: DRAFTING AND DISSEMINATION OF THIS JOBBING ORDER**

Seven (7) copies of this jobbing order shall be produced at the cost of the contractor and furnished to the Contract Manager.

#### **ARTICLE 41 AND LAST: VALIDITY OF THE JOBBING ORDER**

The Mayor of Fonfuka Council shall regard this jobbing order as finally concluded after its signature and it shall only come into force after it has been notified to the Contractor.

#### **ARTICLE 42 AND LAST: INFORMATION TO BE POSTED**

The Contractor shall put up a visible information board (*total height=2,80meters, width=1,20meters, board thickness=2,5centimeters at 1,20meters above the ground level with poles embedded in concrete*) at the entrance of the site on a place approved by the Project Engineer, bearing the following text:

**REPUBLIC OF CAMEROON**

**Peace - Work - Fatherland**

**JOBGING ORDER N°.....**

***FOR THE CONSTRUCTION OF POTABLE WATER SUPPLY SCHEME AND  
EXTENSION TO TEN (10) STAND TAPS AT KIMBI VILLAGE***

**CONTRACTING AUTHORITY: *THE MAYOR FONFUKA COUNCIL***

**CONTRACT MANAGER: *SECRETARY GENERAL FONFUKA COUNCIL***

**CONTRACT ENGINEER: *THE DIVISIONAL DELEGATE OF PUBLIC WORKS BOYO***

**PROJECT MANAGER: *FONFUKA COUNCIL DEVELOPMENT OFFICER (CDO)***

**CONTRACTOR:.....**

**FINANCING: 2018 PUBLIC INVESTMENT BUDGET (MINDDEVEL)**

**AMOUNT:.....**

**DURATION OF CONTRACT: Three (03) Months**

**DOCUMENT N° 5**  
**SPECIAL TECHNICAL CONDITIONS**

## **SPECIAL TECHNICAL CONDITIONS (STC)**

### **CHAPTER I – GENERAL INFORMATION**

#### **Article 1 EQUIVALENCY OF STANDARDS AND CODES**

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Project Manager's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 28 days prior to the date when the Contractor proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

In case of conflicts of terms or issues in these technical specifications with the GCC and / or Contract Data the terms or issues in the GCC and / or Contract Data shall prevail.

#### **Article 2 LOCATION OF WORKS AND VOLUME OF WORK**

Works will involve the construction / rehabilitation of water supply schemes.

Their location is defined in various quarters of Kimbi village in Bum Sub Division. The various works to be executed are detailed in the bill of quantities and the execution drawings conform to the typical drawings for model plans in the consultation dossier.

#### **Article 3 GENERAL INSTRUCTIONS**

It should be taken into consideration that these specifications complete the plans and the plans complete the specifications. The Supervisor shall give modifications to plans provided or technical specifications in writing. For this purpose, a numbered page book shall be on site in which the instructions are written. Both the contractor and the Supervisor shall initial the book pages. Therefore, the site contractor must execute the works in conjunction with the document. The contractor shall take note of any omissions or discrepancies that may exist in the document and call the attention of the Supervisor who is at his disposal for necessary information and inquires. Any works carried out in negation of these instructions or provisions shall be demolished at the expense of the contractor.

### **CHAPTER II – ORIGIN, QUALITY AND PREPARATION OF MATERIALS**

#### **Article 4      QUALITY AND SUPPLY OF MATERIALS**

The community shall be responsible for the supply of sand, stones and gravel. They shall also be responsible for the excavation and backfilling of the pipeline under the supervision of the engineer and the contractor. In making his bids the contractor shall visit the sites at his own expense. He shall make any reservations concerning materials in his bid. He shall be required to include transport cost of these material to the various locations of the structures in the community.

#### **Article 5      SAND**

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

#### **Article 6      GRAVEL**

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

#### **Article 7      STONES**

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

#### **Article 8      CEMENT**

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

#### **Article 9      CONCRETE WORKS**

Concrete Works shall be of 4 kinds:-

- Lean concrete for foundation works where indicated shall be of PC 150kg/m<sup>3</sup> and 10cm thick.
- Mass concrete for foundations shall be PC 250kg/m<sup>3</sup> and thickness as shown on the plans
- Reinforced concrete for floor and roof slabs, covers foundations shall PC 350kg/m<sup>3</sup> and thickness as shown on the plans
- Mass concrete for catchment works: All concrete in catchment construction shall be PC400KG/M<sup>3</sup>

#### **Article 10     PIPES AND FITTINGS**

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

#### **Table A: NFT 54 – 016 Physical Characteristics of Pipes**

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

## Tolerances

Ovalization :  $\pm 1$  mm

Length of pipe :  $\pm 1\%$  -----  $\pm 6$ cm

Socket length :  $\pm 0.6$  mm

## 10.1 Control tests for pipes

### a) Length

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

### b) 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 above 63mm diameters. Before acceptance, the supervisor shall verify the external diameters of 15 pipes for every 300 pipes. If 6 or more pipes do not meet the tolerance prescribed above, he reserves the rejected.

#### c) Thickness

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

**Table B: Thickness verification**

N° of pipes in the lot	N° of pipes randomly selected for verification	N° of bad pipes X	
		Lot accepted if X max =	Lot rejected if X min =
100 – 199	10	2	3
200 – 299	15	3	4
300 – 499	20	3	4
500 – 899	25	5	6
899 – 1300	30	6	7
1300 – 3200	40	8	9

The supervisor shall carry out thickness verification in accordance with table B.

#### d) Socket length

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

#### e) Shrinkage cracks

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

#### f) Internal pressure

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

#### g) Impact

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

**Table C: Impact test schedule**

Pipe diameter	Mass (kg)
25	1

32	1
40	1
50	3.5
63	5
75	7.5
90	7.5

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

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

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

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

## **10.2 Fittings specifications**

Contractors are required to strictly respect standards and specifications.

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

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

## **CHAPTER III – METHOD OF EXECUTION**

### **Article 11 GENERAL INFORMATION**

#### **11.1 Safety Measures**

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

#### **11.2 Traffic**

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



Where interference with traffic is inevitable, the opinion of local administrative authorities shall be required for any obstruction for a given period.

## **Article 12 STONE MASONRY**

All stone masonry works must comply to the following standards DTU N° 20 – 12; NFP 13:304 and 14:301 The stone masonry required for the construction of structures should be aesthetical and according to structure type ( shape, size of stones, joints etc...) in accordance with Engineering rules. Binding mortar shall contain 300 (three hundred) kg of cement per m<sup>3</sup> of sand with the biggest sand grain being 4mm.

The visible sides of the stone masonry must be regular. The minimal sizes of the sides must not be less than 15 (fifteen) cm. M 450 mortar shall be used for the finishing of the external joints.

## **Article 13 MORTAR AND CONCRETE**

### **13.1 Mortar**

All mortar and plastering must meet the DTU standard N° 26 – 1

M450 mortar shall be a mixture of 450 (four hundred and fifty) kilogrammes of cement per cubic metre of dry sand.

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

### **13.2 Concrete**

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

C350 concrete for reinforced concrete structures should have a minimal compressive strength of 270 bars in 28 days.

Depending on the volume of concrete to be made, the Supervisor may carry out quality control tests at his expense or, if he deems it necessary, ask an approved laboratory to collect samples and carry out compression tests to check the quality of the concrete.

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

## **Article 14 POINTING AND PLASTERING**

### **14.1 Pointing**

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

### **14.2 Plastering**

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

## **Article 15 PLUMBING WORKS**

### **Description**

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

### **Construction methods**

The soil in the bottom of the trench shall be lightly scarified before placing the pipe or other elements.

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

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

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

Only skilled plumbers shall be employed on any plumbing work.

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

### **Method of measurement**

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

### **Basis of payment**

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

## **Article 16 EXCAVATIONS OF TRENCHES**

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

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

## **Article 17 NOMENCLATURE OF WORKS**

### **17.1 Setting out of works**

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

## **17.2 Earth Works**

### **17.2.1 Description**

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

### **17.2.2 Construction methods**

#### **Excavation**

Excavation works for the piping system shall be performed by the local communities. The contractor however shall inspect the excavations before placing of any elements.

The bottom of the trench shall be free of any stones or other materials which could incur damage to the pipes.

*Excavations for intakes, reservoir tanks, wash – out chambers, valve boxes, break – pressure tanks and public tap – stand shall be performed by the contractor*

#### **Backfill**

Backfill for the piping system shall be performed by the local communities. Backfill for all other items shall be performed by the contractor.

No backfill operations shall be allowed before the approval from the supervisor has been granted.

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

#### **Maintenance of excavations.**

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

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

**DOCUMENT N° 6**  
**SCHEDULE OF UNIT PRICES**

**PRICE ENCLOSURE SLIP FOR THE CONSTRUCTION OF POTABLE WATER SUPPLY SCHEME  
AND EXTENSION TO TEN (10) STAND TAPS AT KIMBI VILLAGE**

No	DESIGNATION OF WORKS	U	Amount in Figure	Amount in Words
<b>I</b>	<b>IMPLANTATION</b>			
I.1	<p>Mobilisation and site installation</p> <p>This price remunerates :</p> <p>.The bringing to site of the entrepreneur equipment and his agents</p> <p>.Acquisition of office space within the project</p> <p>.Packing and storage facilities for materials and equipment</p> <p>.Construction and demolition of temporary structures needed for the work</p> <p>.Putting in place of information board</p> <p>.Sign post, signaling construction works where necessary</p> <p>.Putting the site back to its original state. The amount is paid at 60% at start of the construction and 40% when the contract is over and the site put to its original state</p>	FF		
<b>II</b>	<b>CATCHMENT AND TANK</b>			
II.1	<p>Rehabilitation of Catchment</p> <p>The works for the construction of the intake shall be carried out as directed by the engineer. Given that the final payments will be based on works carried out, a careful record of work shall be recorded and signed by both the engineer and the contract.</p> <p>Therefore each phase of the work shall be subject to a reception certificate signed by the contractor and the supervising engineer</p> <p>In general the works described below are not exhaustive and shall be carried out under the direction of the supervising engineer.</p> <p>Appropriate excavation to lengths and depths as directed by the engineer.</p> <p>.Excavation shall be along the source route. Serious care must be taken to identify the impermeable stratum</p> <p>.Removal of excavated soil.</p> <p>.Removal of raffia bushes 10m on either side of the route source</p> <p>.Stabilizing the walls of the channel</p> <p>.Permeable backfilling of the channel walls with gravel for the</p>	FF		

	<p>channel catchments</p> <p>.Construction of a dry stone mansonry channel</p> <p>.Placing of a layer of mass concrete on the channel</p> <p>.Placing of layer of soil on mass concrete and planting of grass</p> <p>.Construction of retaining walls and collection chamber</p> <p>.Installation of plumbing accessories approved by the engineer and as directed by him</p> <p>.All other related works</p>			
II.2	<p>Construction of a Tank</p> <p>The various sizes of storage tanks are indicated on the plans. This works comprise:</p> <p>.Excavation of the site to a hard and acceptable surface</p> <p>.Placement of 10cm lean concrete</p> <p>.Placement of reinforced concrete floor slab as shown on the plan</p> <p>.Construction of the walls with stone masonry</p> <p>.Construction of a reinforced concrete slab with manholes as shown on the plan</p> <p>.Pointing of external walls as described in the technical specifications</p> <p>.Plastering of internal walls as described in the technical specifications</p> <p>.Installation of appropriate plumbing accessories as shown on the plan</p> <p>.General drainage of water around structures</p> <p>.After plastering, fill the tank with water and allow the water to stay in for 3-4 days during which you check for any leakages before the tank is backfilled</p> <p>.All other related works</p>	FF		
II.3	<p>Protection with barbed wire for proximate forbidden perimeter (x3)</p> <p>.The construction of the fence shall out of barbed wire nailed on sown eucalyptus trees</p> <p>.The eucalyptus poles shall be 2.5metres long</p> <p>.The poles shall enter the ground up to 50cm so the exposed part is 2m above the ground</p> <p>.The barbed wire shall be 50cm from the ground, the second line 1 metre from the ground and third line 1.5 metres apart. In between the eucalyptus poles shall be planted cuttings of shrubs which will eventually grow to form a natural fence.</p>	ml		
II.4	Concrete pillars of height 2m to support barbed wire	FF		

II.5	Metallic door (0,8x1,8)	FF		
II.6	Planting of water friendly trees in nearby forbidden perimeter	FF		
II.7	Metallic Sign boards in nearby forbidden perimeter	FF		
<b>III</b>	<b>Construction of 10m3 tank</b>			
III.1	Excavation of Column footings	FF		
III.2	Lean concrete (150kg/m3)	m3		
III.3	Reinforced concrete (350kg/m3)	m3		
III.4	Masonry wall	m3		
III.5	Pointing	m2		
III.6	Plastering	m2		
III.7	Fitting	FF		
<b>IV</b>	<b>Pipeline construction</b>			
IV.1	Supply and laying of PVC 40 PN10	ML		
IV.2	Supply and laying of PVC 32 PN10	ML		
IV.3	Supply and laying of PVC Dia. 25	ML		
IV.4	Excavation and back filling of trenches	ML		
IV.5	plumbing, and accessories  .Plumbing accessories for this project shall be of high quality .Bidders are requested to cost for this quality as fittings of doubtful origin will be rejected. These fittings for this project shall correspond to European standards which shall be the reference point. All fittings before installation shall be approved by the control engineer. Contractors shall complete the unit price list which shall be used for payments	FF		
<b>V</b>	<b>Stand tap and Control Chambers</b>			
V.1	Construction of stand taps The works may comprise any of the following : .Excavation around the standpipes for the foundation level and supporting any eroded section with mortar stone masonry .Chiseling and pointing of all mortar joints .Waterproof plastering to dilapidated concrete surfaces at the standpipe. .Construction of removable reinforced concrete slab to cover any chamber at the wash place and provide a locking device for	U		

	chambers with dilapidated slabs .Installation of plumbing accessories approved by the engineer and as directed by him .All other related works			
V.2	<b>Construction of valve chambers and valve</b> This work comprises of: .Excavation around the chamber to the foundation level .Chiseling and pointing of the mortar joints for both internal and external walls .Waterproof plastering of the walls in the water retaining chambers .Construction of a removable reinforced concrete slab to cover the chamber with a locking device for chambers with dilapidated slabs .Installation of plumbing accessories approved by the engineer and as directed by him .All other related works	FF		
<b>VI</b>	<b>Others</b>			
	Environmental mitigation measures .Protect the catchment .plant water friendly trees . the council will see into it that farming activities are prohibited			
VI.1	Training of water management committee	FF		
VI.2	Water quality cotrol (analysis and possible treatment)	FF		
VI.3	As build plans	FF		



**DOCUMENT N° 7**  
**BILL OF QUANTITIES AND COST**  
**ESTIMATES**

**OPEN NATIONAL INVITATION TO TENDER, No. 007/ONIT/FC/FCITB/2019 OF \_\_\_\_\_**  
**FOR THE CONSTRUCTION OF POTABLE WATER SUPPLY SCHEME AND EXTENSION TO**  
**TEN (10)-STAND TAPS AT KIMBI VILLAGE**

**BILL OF QUANTITIES AND COST ESTIMATE**

<b>BILL OF QUANTITIES FOR THE CONSTRUCTION OF THE KIMBI POTABLE WATER SUPPLY SCHEME AND EXTENSION TO TEN STAND TAPS,BUM SUBDIVISION,BOYO DIVISION</b>					
<b>ITEM</b>	<b>WORK DESCRIPTION</b>	<b>Unit</b>	<b>Qty</b>	<b>U.P (FCFA)</b>	<b>T.P (FCFA)</b>
<b>100</b>	<b>PREPARATORY WORKS</b>				
101	Site installation (Installation of project signboard, acquisition of worksite office, store and lodging places for personnel, general site cleaning and implantation, demolition of temporary structures).	LS	1		
102	Preparation of working documents.	LS	1		
<b>SUB Total 100.....</b>					
<b>200</b>	<b>CONSTRUCTION WORKS</b>				
<b>201</b>	<b>CATCHMENT</b>				
2011	Construction of Spring intake with 1m <sup>2</sup> reinforced concrete collection chamber.	U	2		
<b>SUB Total 201.....</b>					
<b>202</b>	<b>15m<sup>3</sup> CIRCULAR STORAGE TANK IN STONE MASONRY WITH AN INTERNAL CONTROL ROOM EQUIPPED WITH A METALLIC DOOR (INSTALLATION OF FLOAT VALVE 2 1/2" AND OTHER PLUMBING ACCESSORIES INCLUSIVE).</b>				
2021	Site clearance.	M <sup>2</sup>	200		
2022	Setting out of foundation.	LS	1		

2023	Excavation of foundation.	m <sup>3</sup>	17.75		
2024	Lean concrete.	m <sup>3</sup>	3.56		
2025	Reinforced concrete foundation in PC 350kg/m <sup>3</sup> (rods size diameter 10mm).	m <sup>3</sup>	1.98		
2026	Stone masonry walls 40cm thick.	m <sup>3</sup>	6.00		
2027	Chiselling and pointing of internal and external walls of tank and control room (ratio: 1:1).	m <sup>3</sup>	3.96		
2028	Waterproof plastering of internal walls in three (03) coats.	m <sup>3</sup>	1.34		
2029	Flooring (ration 1:2) and benching of angle (ratio: 1:1).	m <sup>3</sup>	0.50		
20210	Formwork 1x12	U	12		
20211	Formwork Props	m <sup>3</sup>	20		
20212	Reinforced concrete roof slab in PC 400kg/m <sup>3</sup> (rods size diameter 12mm) with provision for two (02) manholes as shown on the plan.	m <sup>3</sup>	0.93		
20213	Backfilling of foundation.	U	17.70		
20214	Production and installation of iron door 210x80cm with a vachette lock.	U	1		
20215	Purchase of a metallic ladder 3m height.	LS	1		
20216	Purchase and installation of float valve 2 1/2" and other plumbing accessories (PVC valves dia. 50mm and 40mm, PVC and GI elbows, adaptor, tees, etc.).	LS	1		
SUB TOTAL 202.....					
204	Standpipe equipped with soak-away pit.	U	10		
205	Control valve chamber (80x80x100cm) in stone masonry.	U	3		
SUB TOTAL 203.....					
300	REHABILITATION WORKS.				
301	Rehabilitation of existing standpipes	U			

			4		
<b>SUB TOTAL 300 .....</b>					
<b>400</b>	<b>PIPING NETWORK</b>				
401	Pipeline excavation	ML	1,500		
402	Supply and laying of PVC Pipe Dia.90 NP10	ML	5		
403	Supply and laying of PVC Pipe Dia.63 NP10	ML	17		
404	Supply and laying of PVC Pipe Dia.50 NP10	U	60		
405	Supply and laying of PVC Pipe Dia.40 NP6	ML	139		
406	Supply and laying of PVC Pipe Dia.32 NP6	ML	30		
407	Plumbing accessories.	LS	1		
408	Laying of pipes.	ML	1,500		
409	Production and implantation of pipeline indicators in reinforced concrete every 50m.	U	30		
410	Purchase and installation of GI pipes 1 1/2".	U	6		
<b>SUB TOTAL 400 .....</b>					
<b>500</b>	<b>ENVIRONMENTAL MITIGATION MEASURES</b>				
501	Water Quality tests: these include Physico-Chemical and Bacteriological analyses of the sampled water.	U	1		
502	Backfilling of Pipeline	ML	1,500		
503	Cleaning and Disinfection of Pipeline.	LS	1		
504	Protection of the catchment area by:- the demarcation of its zone of influence through the erection of a fence made of barbed wire; -the planting of water friendly trees in it (Pinus Africanus; - the erection of a sign board	U	2		

	prohibiting human activities in the area.				
<b>SUB TOTAL 500 .....</b>					
<b>600</b>	<b>PROJECT SUSTAINABILITY</b>				
601	Training and putting in place of a Water Management Committee WMC + Training of two (02) Caretakers, and the production of the Internal Rules and Regulations I & R governing the management of the Water Supply Scheme. The I & R should be co-signed by the D.O. of the Division, the Divisional Delegate MINEE of the Division, the Development Association President and the Chairman of the WMC. Indicators: Signed list of elected members WMC with ID Cards and Telephone contact numbers, Report on WMC Training, and six (06) signed copies of the I & R.	Session	3		
602	Supply of a complete tool box and spare parts List of tools and spare parts to be obtained at the Divisional Delegation of MINEE, Boyo. Equipments to be officially handed to the Chairman of the WMC by the Divisional Delegate of MINEE during the Provisionary Reception.	U	1		
<b>SUB TOTAL 600.....</b>					
<b>TOTAL EXCLUDING TAXES (I+II+III+IV+V+VI).....</b>					
<b>VAT (19.25%).....</b>					
<b>AIR (5.5%).....</b>					
<b>TOTAL TAXES.....</b>					
<b>TOTAL INCLUDING TAXES.....</b>					
<b>NET TO BE PAID.....</b>					

**Closed this cost estimate all taxes inclusive at the sum of .....**

Signature

**DOCUMENT N. 8**  
**FRAMEWORK OF SUB DETAIL OF PRICES**

## FRAMEWORK OF SUB DETAIL OF PRICES

Due to the varied software, bidders are requested to conceive their formats.

Désignation du prix :				
N° DU PRIX	<i>Rendement journalier</i>	<i>Quantité totale</i>	<i>Unité</i>	<i>Durée de l'activité</i>
<b>A. Personnel</b>	<b>Catégorie</b>	<b>Salaire journalier</b>	<b>Jours facturés</b>	<b>Montant</b>
<b>Total A : Personnel</b>				
<b>B. Matériel et engins</b>	<b>Type</b>	<b>Taux journalier</b>	<b>Jours facturés</b>	<b>Montant</b>
	Petit Matériel			
<b>Total B : Matériel et engins</b>				
<b>C. Matériaux et divers</b>	<b>Type</b>	<b>Prix unitaire</b>	<b>Consommation</b>	<b>Montant</b>
<b>Total C : Matériaux et divers</b>				
<b>D</b>	<b>Total coût direct</b>		<b>D = A + B + C</b>	
<b>E</b>	Frais généraux de chantier	x%	<b>E = D x %</b>	
<b>F</b>	Frais généraux de chantier	x%	<b>F = D x %</b>	
<b>G</b>	Coût de revient		<b>G = D + E + F</b>	
<b>H</b>	Risques et bénéfices	x%	<b>H = G x %</b>	
<b>P</b>	<b>Prix de vente hors taxes</b>		<b>P = G + H</b>	
<b>V</b>	<b>Prix de vente unitaire hors taxes</b>		<b>P/Quantité</b>	

**DOCUMENT N° 9**  
**MODEL JOBBING ORDER**



**JOBING ORDER No. 007/JO/ONIT/FC/FCITB/2019**

Awarded after an Open National Invitation to Tender

**OPEN NATIONAL INVITATION TO TENDER, No. 007/ONIT/FC/FCITB/2019 OF \_\_\_\_\_  
FOR THE CONSTRUCTION OF POTABLE WATER SUPPLY SCHEME AND EXTENSION TO  
TEN (10) STAND TAPS AT KIMBI VILLAGE**

**BENEFICIARY:** ..... (Contractor and complete address)

B.P... at ..... Tel: ..... Fax .....

Business Registry No: ..... at .....

Tax Payers' Card No: .....

**SUBJECT:**

**OPEN NATIONAL INVITATION TO TENDER, No. 007/ONIT/FC/FCITB/2019 OF \_\_\_\_\_  
FOR THE CONSTRUCTION OF POTABLE WATER SUPPLY SCHEME AND EXTENSION TO  
TEN (10) STAND TAPS AT KIMBI VILLAGE**

**(BY THE EMERGENCY PROCEDURE)**

**EXECUTION DEADLINE:** .....

**AMOUNT IN FCFA:**

Amount tax inclusive	
Amount without Taxes	
VAT (19.255)	
A.I.R. (1.1)	
Net Payable	

**FINANCING: PIB 2019**

**BUDGET HEAD:** .....

**LOCATION:** .....

**SUBSCRIBED ON:** \_\_\_\_\_

**SIGNED ON:** \_\_\_\_\_

**NOTIFIED ON:** \_\_\_\_\_

**REGISTERED ON:** \_\_\_\_\_

**BETWEEN:**

The Government of the Republic of Cameroon, represented by the Mayor of Fonfuka Council, hereinafter referred to as “The Contracting Authority”

ON ONE PART,

AND

Enterprise .....  
Whose head office is at .....  
Hereinafter referred to as the “Contractor”  
Represented by its Director, Mr. ....  
Address: P.O. Box ..... Tel ..... Fax .....  
Reg. No .....  
Tax Payers’ Card No .....

ON THE OTHER PART

IT IS HEREBY AGREED AND ORDERED AS FOLLOWS:

## **SUMMARY**

Part I:	SPECIAL ADMINISTRATIVE CLAUSE (SAC)
Part II:	TECHNICAL SPECIFICATIONS (STC)
Part III:	SCHEDULE OF UNIT PRICES
Part IV:	DETAILS OR ESTIMATES

Page ..... and last of Jobbing Order *No. 007/JO/ONIT/FC/FCITB/2019*

Awarded after an Open National Invitation to Tender N°: 007 /ONIT/FC/FCITB/2019 OF \_\_\_\_\_

With .....

For the .....

**EXECUTION DEADLINE** ..... Three (03) Months

**AMOUNT OF JOBBING ORDER IN FCFA:**

<b>Amount tax inclusive</b>	
<b>Amount without Taxes</b>	
<b>VAT (19.255)</b>	
<b>A.I.R. (1.1)</b>	
<b>Net Payable</b>	

**Read and accepted by the Contractor**

Fonfuka ..... (date)

**Signed by the Mayor of Fonfuka Council**

Fonfuka ..... (date)

**Registration**

**DOCUMENT N° 10**  
**FORMS AND MODELS TO BE USED**

## **TABLE OF MODELS**

Annexure No. 1: Model declaration of intension to Tender

Annexure No. 2: Model Tender

Annexure No. 3: Model Bid Bond

Annexure No. 4: Model Final Bond

Annexure No. 5: Model of start-off advance Bond

Annexure No. 6: Model Retention fund (Guarantee Retention)

**ANNEXTURE NO. 1:**  
**MODEL DECLARATION OF INTENSION TO TENDER**

**COMPANY'S LETTERHEAD**

Fiscal stamp 1000
----------------------

I the undersigned, .....(indicate the name and capacity of signatory)  
Representing the ..... company or enterprise or group with head office at .....  
..... registered in the trade register of ..... Under the number .....

Having taken cognizance of all the documents featured or mentioned in the Tender file: tender No. ....  
/ONIT/FC/FCITB/2019 for the ..... after having personally taking account of the  
situation of the site and evaluated from my point of view and under my responsibility, the nature and  
difficulty of the works to be carried out;

- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File;
- I pledge to execute the works within a deadline of three (03) months.
- I pledge to maintain my offer for a duration of **Ninety (90)** days from the deadline of submission of tenders;

Prior to the signing of the contract, this tender accepted by you shall constitute an agreement between us.

Done at .....

Signature of .....

In the capacity of .....

Duly authorized to sign the tenders on behalf of

.....

**ANNEXTURE NO. 2:**

**MODEL TENDER**

I the undersigned, .....(indicate the name and capacity of signatory)  
Representing the ..... company or enterprise or group with head office at .....  
..... registered in the trade register of ..... Under the number .....

Having taken cognizance of all the documents featured or mentioned in the Tender file: tender N°: \_\_\_\_  
/ONIT/FC/FCITB/2019 OF \_\_\_\_\_ for the ..... after having personally taking  
account of the situation of the site and evaluated from my point of view and under my responsibility, the  
nature and difficulty of the works to be carried out;

- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File;
- Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices reveal the amount of the tender at ..... ( in figures and words) FCFA exclusive of VAT and at ..... ( in figures and in words) FCFA inclusive of all taxes.
- I pledge to execute the works within a deadline of ..... Months.
- I pledge to maintain my offer for a duration of **Ninety (90)** days from the deadline of submission of tenders;

The Contracting Authority shall pay the sums due for this contract by crediting account  
No:..... Opened in ..... Bank ..... branch.

Prior to the signing of the contract, this tender accepted by you shall constitute an agreement between us.

Done at .....

Signature of .....

In the capacity of .....

Duly authorized to sign the tenders on behalf of

.....



**ANNEXTURE NO. 3:**  
**MODEL BID BOND**

Addressed to the Contracting Authority

Whereas the undertaking ..... Hereinafter referred to as the "bidder" has submitted his tender on ..... for the ....., hereinafter referred to as "the tender" and to which must be attached a bid bond equivalent to .....FCFA.

We ..... (name and address of the bank), represented by ..... (names of signatories), hereinafter referred to as "the Bank" hereby declare to guarantee payment to the Contracting Authority of the maximum sum of ....., that the bank pledges to pay in full to the Contracting Authority, bidding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the Bidder withdraws his offer during the validity period specified by the Bidder in the tender; or  
If the Bidder, having been notified of the award of the contract by the Contracting Authority during the period of Bid validity:

- Fails or refuses to sign the contract, even though required to do so;
- Fails or refuses to furnish the final bond for the contract (final bond) as provided for by the contract.

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

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

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

Signed and authenticated by the bank

At ....., on .....

(Bank's signature)

**ANNEXTURE NO 4:**

**MODEL FINAL BOND**

Bank: .....

Reference of the Bond No: .....

Addressed to the Mayor of Fonfuka Council,

Hereinafter referred to as "The Contracting Authority"

Whereas ..... (Name and address of contractor) hereinafter referred to "the Contractor",  
pledge, in execution of the contract, to carry out the works of .....  
.....;

Whereas it is stipulated in the contract that the contractor shall furnish the Contracting Authority a final  
bond of two percent (2%) of the amount of the contract as security for compliance with the contractor's  
performance obligations in accordance with the Contract.

Whereas we have agreed to provide the Contractor with this guarantee;  
We, ..... (name and address of bank),  
Represented by ..... (name of signatories)

hereinafter referred to as "the Bank", and we pledge to pay to the Contracting Authority within a  
maximum deadline of eight (8) weeks upon his simple written request declaring that the contractor has not  
fulfilled his contractual obligations, without being able to defer the payment nor raise any contest for  
whatever reason, the sum of ..... (in letters and in  
words).

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

This bond shall enter into force upon signature. It shall be released within thirty (30) days from the date of  
the provisional reception of the works.

After this date, the caution shall no longer be valid and shall be returned to us without any request on our  
part.

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

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

Signed and authenticated by the bank at ..... on .....  
Signature of the bank

**ANNEXTURE NO 5:**  
**MODEL OF START-OFF ADVANCE BOND**

Bank reference:.....

Address: .....

We, the undersigned,.....(bank, address) hereby declare by the present to guarantee on behalf of ..... (the Holder) to the benefit of the Contracting Authority (the Beneficiary) the payment, without contest and upon receipt of the first written request by the beneficiary, declaring that ..... (The holder) has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of Jobbing Order

No:...../JO/ONIT/FC/FCITB/2019of ..... Relating to the .....

..... of the total sum corresponding to the advance of thirty percent (30%) of the amount inclusive of all taxes of Jobbing Order No:...../JO/PO/FC/TB/2019, payable upon notification of the corresponding Service Order to start work that is, .....F CFA.

This bond shall enter into force and shall take effect upon reception of the respective parts of this advance into the accounts of ..... (The holder) opened in the ..... bank under No .....

This bond shall remain in force up until the reimbursement of the advance in accordance with the SAC. However, the amount of the guarantee shall be proportionately reduced on the progressive reimbursement of the advance.

The applicable law and jurisdiction shall be those of the republic of Cameroon.

Signed and authenticated by the bank at ..... on .....

Signature of the bank

**ANNEXTURE NO 6:**

**MODEL OF PERFORMANCE BOND (GUARANTEE RETENTION)**

Bank: .....

Reference of the Bond No: .....

Addressed to the Mayor of Fonfuka Council,  
Hereinafter referred to as "The Contracting Authority"

Whereas ..... (Name and address of contractor) hereinafter referred to "the Contractor",  
pledge, in execution of the contract, to carry out the works of .....

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

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

We, (name and address of bank),

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

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

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

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

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

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

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

Signed and authenticated by the bank at ..... on .....

Signature of the bank

Place, Date

Ref: No

THE CONTRACTOR

**ATTESTATION OF SITE VISIT**

I, Mr/Mrs \_\_\_\_\_ representing  
\_\_\_\_\_ (company) do hereby attest to the fact  
that I have today \_\_\_\_\_, carried out a visit to inspect the site  
***FOR THE CONSTRUCTION OF POTABLE WATER SUPPLY SCHEME AND EXTENSION TO  
TEN (10) STAND TAPS AT KIMBI VILLAGE***  
**, as per** Tender Document N°: \_\_\_\_/ONIT/FC/FCITB/2019 OF \_\_\_\_\_

In testimony whereof, this attestation is issued to serve the purpose it is intended  
for.

Signature

**DOCUMENT N° 11**  
**LIST OF COMMERCIAL BANKS AND**  
**FINANCIAL INSTITUTIONS**

**LIST OF COMMERCIAL BANKS, FINANCIAL AND INSURANCE**  
**INSTITUTIONS AUTHORIZED TO ISSUE BONDS FOR PUBLIC**  
**CONTRACTS**

**I- Banking and Financial Institutions**

- a) Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
- b) Union Bank of Cameroon Plc
- c) Banque Gabonaise pour le Financement International (BGFI BANK)
- d) Commercial Bank of Cameroon (CBC)
- e) Société Camerounaise de Banque au Cameroun
- f) Société Générale de Banque au Cameroun (SGBC)
- g) Standard Chartered Bank Cameroon
- h) ECOBANK
- i) United Bank of Africa
- j) Afriland First Bank
- k) SCB – Credit Agricole
- l) Banque Atlantique
- m) Standard Chartered Bank
- n) National Financial Credit
- o) CITI Bank

**II- Insurance companies**

- 1. Chanas Insurance;
- 2. Activa Insurance

**DOCUMENT N° 12**  
**PLANS, SKETCHES, AERIAL**  
**PHOTOGRAPHIES**