

**REPUBLIQUE DU CAMEROUN**

Paix- Travail- Patrie

.....  
**MINISTRE DE LA DECENTRALIZATION ET  
DU DEVELOPPEMENT LOCAL**

.....  
**REGION DU NORD OUEST**

.....  
**DEPARTEMENT DE LA MENCHUM**

.....  
**ARRONDISSEMENT DE BENAKUMA**

.....  
**COMMUNE DE BENAKUMA**

.....  
**COMMISSION DE PASSATION  
DES MARCHES PUBLIQUE**  
.....



**REPUBLIC OF CAMEROON**

Peace- Work- Fatherland

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**MINISTRY OF DECENTRALIZATION  
AND LOCAL DEVELOPMENT**

.....  
**NORTH WEST REGION**

.....  
**MENCHUM DIVISION**

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**MENCHUM VALLEY SUB DIVISION**

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**BENAKUMA COUNCIL**

.....  
**INTERNAL TENDERS BOARD FOR  
AWARD OF PUBLIC CONTRACTS**  
.....

## **BENAKUMA COUNCIL INTERNAL TENDERS BOARD**

**OPEN NATIONAL INVITATION TO TENDER, NORMAL PROCEDURE  
NO 08/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2021 OF FEB. 2021  
FOR THE CONSTRUCTION OF A WATER SUPPLY SCHEME IN  
BENAKUMA MUNICIPALITY, MENCHUM VALLEY SUB DIVISION,  
MENCHUM DIVISION NORTH WEST REGION.**

**CONTRACTING AUTHORITY: MAYOR OF BENAKUMA COUNCIL**

**PROJECT OWNER: MAYOR OF BENAKUMA COUNCIL**

**FINANCING: PIB 2021/2021 FINANCIAL YEAR**

**AUTHORIZATION N°:224603**  
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**IMPUTATION: 5532423026416172246**  
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**TENDER FILE**  
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**MINISTRE DE LA DECENTRALIZATION ET  
DU DEVELOPPEMENT LOCAL**

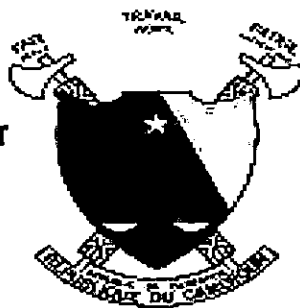
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**REGION DU NORD OUEST**

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**DEPARTEMENT DE LA MENCHUM**

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**ARRONDISSEMENT DE BENAKUMA**

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**COMMUNE DE BENAKUMA**

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**INTERNAL TENDERS BOARD FOR  
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## **TENDER NOTICE**

### **BENAKUMA COUNCIL INTERNAL TENDERS BOARD**

#### **Open National Invitation To Tender by Normal Procedure**

**N° 08/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2021 OF 5.FEV.2021**  
**FOR THE CONSTRUCTION OF A WATER SUPPLY SCHEME IN BENAKUMA,  
MENCHUM VALLEY SUB DIVISION, MENCHUM DIVISION NORTH WEST  
REGION.**

**1. Subject of the invitation to tender**

Within the frame-work of the 2021 Public Investment Budget, the Contracting Authority (The Mayor Benakuma Council), hereby representing the State of Cameroon, launches an Open National Invitation to tender by **NORMAL PROCEDURE FOR THE CONSTRUCTION OF A WATER SUPPLY SCHEME IN BENAKUMA MENCHUM VALLEY SUB DIVISION, MENCHUM DIVISION, NORTH WEST REGION.**

**2) CONSISTENCY/NATURE OF SERVICE:**

The works subject of this invitation to tender shall require the **Construction of a Water supply scheme in Benakuma Menchum Valley Sub-Division, Menchum Division, North West Region.**  
. The works and service required are found in the detailed description mentioned in the respective bills of quantities and cost estimates.

**3) EXECUTION DEADLINE:**

The maximum execution deadline provided for by the Project Owner for the execution of the works subject of this tender shall be **ninety (90) calendar days (three months)** with effect from date of notification of the Service Order to start execution.

**4) ALLOTMENT:**

The works subject of this invitation to tender shall be in one lot defined with specifications as in the table below:-

<b>Lot</b>	<b>Works</b>	<b>Locality</b>
<b>1</b>	<b>Construction of a Water supply scheme in Benakuma</b>	<b>Menchum Valley Sub-Division, Menchum Division, North West Region.</b>

## 5) COST ESTIMATE:

The estimated cost of the operations (tasks) following feasibility studies stands as specified in the table below:-

Lot	Works	Locality	Estimated Cost
1	Construction of a Water supply scheme in Benakuma	Menchum Valley Sub-Division, Menchum Division, North West Region.	44 710 000 FCFA

## 6) PARTICIPATION AND ORIGIN:

Participation in this invitation to tender is open to all registered and qualified companies or groups of companies based in the Republic of Cameroon with the required technical and professional expertise in the domain of **construction** accompanied by the necessary financial capability.

## 7) FINANCING:

Works which form the subject of this invitation to tender shall be financed as per the program budget head of the 2021 Public Investment Budget (PIB 2021) of the Republic of Cameroon as specified in the table below:-

Lot	Ministry	Project Owner	Works	Provisional Amount	Vote of charge N°	Expenditure authorization N°
1	MINEE	The Mayor Benakuma Council	Construction of a Water supply scheme in Benakuma	44 710,000 FCFA	5532423026416172246	224603

## 8) BID BONDS (PROVISIONAL GUARANTEE):

Each bidder shall enclose in his administrative documents a bid bond issued directly in the bidder's name by a first rate bank approved by the Ministry in charge of Finance and that shall respect the model in this tender file featuring on the list in document 12 of the tender file and valid for ninety (90) days beyond the original date of the validity of the offers.

Lot	Works	Locality	Estimated Cost	Bid Bond	Tender Fee
1	Construction of a Water supply scheme in Benakuma	Menchum Valley Sub-Division, Menchum Division, North West Region.	44 710,000 FCFA	894,200 FCFA	50 000 FCFA

## 9) CONSULTATION OF TENDER FILE:

The Tender documents may be consulted immediately after publication of this invitation to tender from the Service of the Contracting Authority (*Service CDO*) during working hours at Benakuma Council.

## 10) ACQUISITION OF TENDER FILE:

The Tender documents shall be obtained immediately after publication of this invitation to tender from the Service of the Contracting Authority during working hours at Benakuma Council (*Service CDO*). The document shall be obtained upon presentation of a municipal Treasury receipt showing the payment of a non-refundable sum of fifty thousand (50 000 ) francs CFA.

## 11) SUBMISSION OF BIDS (OFFERS):

Each bid written in English or French shall be signed by the bidder or by a duly authorized Representative and presented in Seven (7) copies that is **one (01) original and Six (06) copies** labelled as

such. These shall be submitted in one sealed external envelope containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical documents and Envelope C: Financial documents. It shall reach the Benakuma Council Office, not later than 10 MARCH 2021 at 11 am local time. The sealed external envelope shall be free of all identification marks, without which it shall be rejected.

**Open National Invitation To Tender, by Normal Procedure**  
**NO. 09/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2021 OF 11 FEB. 2021**  
**FOR THE CONSTRUCTION OF A WATER SUPPLY SCHEME IN BENAKUMA**  
**MUNICIPALITY, MENCHUM VALLEY SUB DIVISION, MENCHUM DIVISION NORTH WEST**  
**REGION.**

**«To be opened only during the bid opening session »**

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

**12) ADMISSIBILITY OF OFFERS:**

In order not to be rejected, administrative documents must be produced in originals or true copies certified by the issuing services of the required administrative documents (*Examples: Taxation Officials, Bank Officials, etc.*) or by Administrative Authorities as the case may be (*Example: SDO, DO etc*) and must imperatively be produced in accordance with the Special Tender Regulations. They must obligatorily not be older than three (03) months or must not be produced after the submission of the tender file. Double certification shall not be accepted. Any bid that shall not be in conformity with the prescriptions of this notice and tender file shall be declared null and void, especially bids containing a bid bond not issued directly in the bidder's name by a first rate bank approved by the Ministry in charge of Finance.

The bid bond which shall only be released by the Contracting Authority shall be released for unsuccessful bidders not later than thirty (30) days after the period of bid validity. For the successful bidder to whom the contract will be awarded, the bid bond shall be returned to the contractor by the Contracting Authority once the final bond has been provided.

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

**NB: The contractor shall, present the originals of the respective certified documents for strict verification of their authenticity during site installation.**

**13) OPENING OF BIDS(OFFERS):**

Bids shall be opened by the Internal Tenders Board for Benakuma Council in a single phase on the 10 MARCH 2021 at 12 noon local time in the hall at Benakuma Council. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic, that is, any bid which shall not comply with the requirements of the tender file shall be rejected.

**14) EVALUATION CRITERIA:**

Tender conformity shall be evaluated as per the following:

**A) Eliminary Criteria.**

- Offers (bids) submitted after the deadline or time limit;
- Bids submitted in unsealed external envelopes.
- External envelopes with identification marks or inscriptions,
- Absence of a document in the administrative file
- Administrative documents more than 3 months old;
- Absence of original or properly certified administrative document or documents certified more than one time,
- False declaration or forged documents ;

- Absence of bid bond or bid bond not issued directly in bidder's name by a first rate bank approved by the Ministry in charge of Finance

**NB: Bid bond for a group of enterprises must bear the name of mandated enterprise with the names of the other enterprises mentioned as well.**

- Execution period longer than prescribed in the Tender file
- Technical evaluation mark less than **75%** (respect of the essential criteria less of 75%);
- Absence of quantified unit price in the financial bid.
- Proof of abandonment of any state project(s).

**B) Essential Criteria** They are primordial or key modalities in the judgment of the technical and financial capacity of candidates to execute the tasks forming the subject of the invitation to tender. They were determined in relation to the nature and content of the tasks to be executed. Hence in the evaluation of:-

- (i) Technical documents, it shall be the binary method (**YES or NO**) based on the following distribution of points:

CRITERIA	POINTS
GENERAL PRESENTATION OF THE BIDS	6
EXPERIENCE OF THE COMPANY	9
QUALITY OF PERSONNEL AND MANAGEMENT OF THE COMPANY	9
TECHNICAL EQUIPMENT	5
METHODOLOGY FOR THE EXECUTION OF WORKS	11
TOTAL	40

**NB:**

- Any Bid that shall not obtain 75 % evaluation in the technical documents shall simply be rejected.
- Details of these main qualification criteria are specified in the evaluation grid found in the **Special Tender Regulations (RPAO)**.
- (ii) Financial Offer, it shall consist of going through the bill of quantities in reference to the unit price schedule and the sub detail of unit prices.

#### **15) VALIDITY OF OFFERS:**

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

#### **16) AWARD OF THE CONTRACT:**

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

#### **17) COMPLEMENTARY INFORMATION:**

Additional information may be obtained during working hours from the service for economic and financial affairs at the Divisional Office Wum.

#### **18) AMENDMENT TO THE INVITATION TO TENDER:**

The Contracting Authority may at any time, amend this invitation to tender. Delays caused by such amendments shall also be considered in the period given to bidders to submit their bids.

He shall publish the amendments and communicate same to companies that bought the tenders file.

#### **Copies:**

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



**REPUBLIQUE DU CAMEROUN**

Paix- Travail- Patrie

**MINISTRE DE LA DECENTRALIZATION ET  
DU DEVELOPPEMENT LOCAL****REGION DU NORD OUEST****DEPARTEMENT DE LA MENCHUM****ARRONDISSEMENT DE BENAKUMA****COMMUNE DE BENAKUMA****COMMISSION DE PASSATION  
DES MARCHES PUBLIQUE****REPUBLIC OF CAMEROON**

Peace- Work- Fatherland

**MINISTRY OF DECENTRALIZATION  
AND LOCAL DEVELOPMENT****NORTH WEST REGION****MENCHUM DIVISION****MENCHUM VALLEY SUB DIVISION****BENAKUMA COUNCIL****INTERNAL TENDERS BOARD FOR  
AWARD OF PUBLIC CONTRACTS**

**Avis d'Appel d'Offres National Ouvert en Procédure normale**  
**N° 08./ONIT//MINDDEVEL/NWR/MCH/BCITB/2021 du 05. FEV 2021**  
**POUR L'EXÉCUTION DES TRAVAUX DE LA CONSTRUCTION DE L'ADDUCTION**  
**D'EAU DE BENAKUMA (COMMUNE DE BENAKUMA), DEPARTEMENT DU**  
**MENCHUM, REGION DU NORD-OUEST.**

**1- Objet d'appel d'offres :**

Dans le cadre du Budget d'Investissement Public (BIP) 2021 le Maire de la commune de Benakuma, (Autorité Contractante) représentant l'Etat du Cameroun lance un Appel d'Offres National Ouvert en Procédure Normale pour la Construction De L'adduction D'eau De Benakuma, Arrondissement de Menchum Valley, Departement de la Menchum, Region du Nord-Ouest.

**2- Consistance des travaux/ Nature du service**

Les travaux objets du présent appel d'offres concerneront la Construction De L'adduction D'eau De Benakuma, Arrondissement de Menchum Valley, Departement de la Menchum, Region du Nord-Ouest.  
 . Les travaux et le service requis sont détails des descriptions mentionnées dans le cadre du détail estimatif.

**3- Délai d'exécution :**

Le délai maximum prévu par le Maitre d'Ouvrage pour l'exécution des travaux du présent appel d'offres est de quatre vingt-dix jours (90) continus (trois mois) à partir du jour de la notification de l'ordre de service pour le démarrage.

**4- Allotissement:**

Les travaux objets du présent appel d'offres sont dans un lot spécifiés dans le tableau ci-après :-

Lot	Travaux	Localité
1	Construction De L'adduction D'eau De Benakuma	Menchum Valley, Département de la Menchum, Région du Nord-Ouest.

**5- Coût prévisionnel**

Le coût prévisionnel de l'opération à l'issue des études préalables est spécifié dans le tableau ci-dessous :-

Lot	Travaux	Localité	Coût prévisionnel
1	Construction De L'adduction D'eau De	Menchum Valley, Département de la Menchum, Région du Nord-Ouest.	44, 710,000 FCFA

	Benakuma		
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#### 6- Participation et origine:

La participation au présent avis d'appel d'offres est ouverte à égalité de conditions aux Entreprises ou groupes d'entreprises ayant une bonne réputation ainsi que l'expertise professionnel, technique et financier dans la construction des infrastructures publics basées au Cameroun.

#### 7- Financement :

Les travaux, objet du présent appel d'offres sont financés par la rubrique programmé dans le Budget d'Investissement Public au titre de l'exercice 2021 de la République du Cameroun comme spécifié dans le tableau ci-dessous:-

Lot	Ministère	Maitre d'Ouvrage	Travaux	Coût prévisionnel	N° de l' Imputation	N° de l'autorisation de dépense
1	MINEE	Maire de la Commune de Benakuma	Construction De L'adduction D'eau De Benakuma	44 710,000 FCFA	5532423026416172246	224603

#### 8- Cautionnement provisoire (Garanties de soumission)

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 dont la liste figure dans la pièce 12 de ce dossier d'appel d'offres et valable pendant quatre-vingt dix (90) jours continus au-delà de la date originale de validité des offres.

Lot	Travaux	Localité	Coût prévisionnel	Cautionnement provisoire	Prix d'achat du DAO
1	Construction De L'adduction D'eau De Benakuma	Arrondissement de Menchum Valley, Département de la Menchum, Région du Nord-Ouest.	44 710,000 FCFA	894,200 FCFA	50 000 FCFA

#### 9- Consultation du dossier d'appel d'offres :

Le dossier d'appel d'offres peut être consulté dès publication du présent avis d'appel d'offres au service de l'Autorité Contractante (service communale de passation des marches) pendant les heures ouvrables a la commune de Benakuma.

#### 10- Acquisition du dossier d'appel d'offres :

Le dossier peut être obtenu dès publication du présent avis d'appel d'offres aux services de l'Autorité Contractante pendant les heures ouvrables dans la Commune de Benakuma. Le dossier sera obtenu contre versement d'une somme non remboursable de **cinquante milles (50 000) francs CFA** payable a la tresurerie municipale de la commune de Benakuma.

#### 11- Remise des offres :

Chaque offre rédigée en français ou en anglais sera signé par le soumissionnaire ou son Représentant dument autorisé et présenté en sept (07) exemplaires c.-à-d. **un (01) original et six (06) copies marqués comme tels** de trois enveloppes marqué A : pour le dossier Administratif, B : pour le dossier technique et C : pour le dossier financier. Les offres seront remises dans une enveloppe externe fermée dans la Commune de Benakuma au plus tard le 0 MARS 2021 à 11 heures. Cette enveloppe externe devra être adressée à l'Autorité Contractante portant la mention :

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT EN PROCEDURE NORMAL**

N° 08/ONIT/MINDDEVEL/NWR/MCH/BCITB/2021 DU 05 FEB 2021 POUR LES  
TRAVAUX DE CONSTRUCTION DE L'ADDUCTION D'EAU DE BENAKUMA,  
ARRONDISSEMENT DE MENCHUM VALLEY, DEPARTEMENT DE LA MENCHUM,  
REGION DU NORD-OUEST

**"A N'OUVRIR QU'EN SÉANCE DE DEPOUILLEMENT"**

**12 - Admissibilités 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 (Exemple : service des impôts, banques, etc.) ou une autorité administrative (Exemple : Préfet, Sous-préfet, etc.), 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. La double certification ne sera pas acceptée. Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable, notamment l'absence de cautionnement provisoire délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances cautionnement.

Cautionnement provisoire sera remis au soumissionnaire qui n'a pas réussi seulement par l'Autorité Contractante au plus tard trente (30) jours après la période de validité. À l'attributaire, le cautionnement provisoire sera remis par l'Autorité Contractante quant il l'aura fourni le cautionnement provisoire. Le montant correspondant à chaque cautionnement provisoire sera reçu par le soumissionnaire de la banque sous présentation de l'original du cautionnement provisoire. Les soumissionnaires restent tenus par leur offre pendant quatre vingt dix (90) jours à partir de la date limite fixée pour la remise des offres.

**NB:** Pendant l'installation de l'attributaire au site de la construction, il sera obligé de présenter les originaux des documents respectifs pour une vérification stricte de leurs authenticités

**13- Ouverture des plis:**

L'ouverture des plis sera faite par la Commission de passation des marchés en une seule phase le 10 MARS 2021 à 12 midi heure locale dans une salle allouée au Président de la commission de passation des marchés dans la commune de Benakuma. Seul les soumissionnaires ou leurs représentants qui ont une bonne maîtrise des procédures et de la réglementation des marchés publics et disposent des compétences techniques avérées dans le domaine concerné seront autorisés à assister à la séance de l'ouverture. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées.

**14- Critères d'évaluation:**

La conformité d'une offre sera évaluée tenant compte des critères suivants :-

Les offres seront évaluées selon des conditions suivantes.

**A) Critères éliminatoires**

- Offres remise après le délai
- Offres remise dans les enveloppes externes ouvertes,
- Enveloppes externes ayant les signes d'identification des soumissionnaires,
- Absence d'un document dans le dossier Administratif
- Documents administratifs certifiés hors du délai de trois mois
- Absence de l'original ou des documents bien certifiés ou documents certifiés plus qu'une fois
- Fausse déclaration ou pièce falsifiée
- Absence de cautionnement provisoire ou cautionnement provisoire non délivrée directement au nom du soumissionnaire par une banque de premier ordre agréée par le Ministère chargé des Finances

**NB: Cautionnement provisoire pour un groupe d'entreprises doit être adressé au nom de l'entreprise mandaté et les noms d'autres entreprises mentionnés dans le contenant.**

- Délai d'exécution plus long que prescrit dans l'Appel d'Offres
- Note technique inférieure à 75 % au niveau de l'évaluation administrative et technique
- Omission dans le bordereau des prix ou d'un prix unitaire dans le dossier financier.

-preuve d'abandon d'un projet d'Etat.

## B) Critères essentiels

Ils sont les modalités clés ou primordiales pour le jugement de la capacité technique et financière des candidats pour exécuter les tâches faisant objet de l'appel d'offres. Ils sont déterminés tenant compte de nature et contenant des tâches à exécuter. Donc, dans l'évaluation des:

(i) Dossier techniques, elle sera binaire (OUI ou NON) basée sur la distribution des point suivant:

CRITERE	POINTS
PRESENTATION GENERALE DE L'OFFRE	6
LES REFERENCES DE L'ENTREPRISE	9
LA QUALITE DU PERSONNEL D'ENCADREMENT DE L'ENTREPRISE	9
LE MATERIEL DE CHANTIER A MOBILISER	5
METHODOLOGIE ET EXECUTION DES TRAVAUX	11
TOTAL	40

### Remarque :

- Seule les entreprises ayant obtenu au moins 75 % de la notation sur la Secondaire des dossiers administratif et technique seront retenues pour l'étape II ;
- Les détails de ces critères essentiels sont précisés dans la grille d'évaluation figurant au Règlement Particulier de l'Appel d'Offres.

(ii) Offres financier, il consistera de parcourir les devis quantitative tenant compte de bordereau des prix unitaires et les sous détaille de prix unitaire.

## 15. Durée de validité des offres

Les soumissionnaires restent tenus par leurs offres pendant quatre vingt-dix (90) jours à partir de la date limite fixée pour la remise des offres.

## 16- Attribution:

Le marché sera attribué au soumissionnaire présentant l'offre la moins disant et remplissant les capacités administratives et techniques requises.

## 17. Les Renseignements Complémentaires

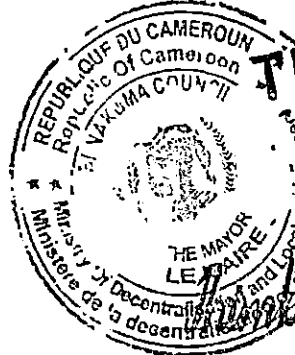
Les renseignements complémentaires peuvent être obtenus aux heures ouvrables au service des CDO dans la Commune de Benakuma.

## 18- Additif à l'appel D'offres:

L'Autorité Contractante se réserve le droit à tout moment, que ce soit à son initiative ou consécutivement à une saisie d'un soumissionnaire avant la date de remise des offres, en cas de nécessité, d'apporter toute autre modification ultérieure utile au présent appel d'offres publiant un additif. Tout additif ainsi publié fera partie intégrante du dossier d'appel d'offres. Cet additif sera communiquer par écrit ou signifié par tout moyen laissant trace écrite à tout les soumissionnaires ayant acheté le DAO en tenant compte du temps il faut pour qu'ils préparent bien leurs offres.

Benakuma, le 05 FEB 2021

Le Maire de la Commune de Benakuma



THE MAYOR

### Ampliations :

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

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# **GENERAL REGULATION FOR THE INVITATION TO TENDER**

## **A.-GENERALITIES**

### **Article 1: Scope of the bid**

- 1.1. The the Mayor of Benakuma Council hereinafter referred to as the Delegated Contracting Authority, launches an open national invitation to tender in emergency procedure for the execution of the work described in the special clauses of this call for tenders (RFP). It is referred as "the Construction of a water supply scheme in Benakuma (Menchum Valley-Sub Division)".
- 1.2. The successful bidder or contractor must complete the work within the period indicated in the RFP, and which runs from the date of notification of the service order (SO) to start the work.
- 1.3. In this present invitation to tender (LPO), the term "day" refer to a calendar day.

### **Article 2: Funding**

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

### **Article 3: Fraud and corruption**

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

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

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

### **Article 4: Qualification of bidders**

4.1. Bidders shall, as part of their bid:

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

The following information is required if applicable:

- i. The production of certified balance sheets and a recent turnover figures.
- ii. Access to a credit line or provision of other resources;
- iii. Previous jobbing orders and ongoing contracts attributed;

- iv. On-going disputes;
- v. The availability of the necessary equipment.

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

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

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

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

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

#### **Article 5: The site visit**

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

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

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

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

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

### **B. TENDER FILE**

#### **Article 7: Contents of tender file**

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

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

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

#### **Article 8: Clarification made to the tender file**

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

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

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

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

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

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

#### **Article 9: Modification of the tender file**

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

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

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

### **C. PREPARATION OF BIDS**

#### **Article 10: Costs of submission**

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

#### **Article 11: Language of bid**

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

#### **Article 12: Composition of bid**

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

##### ***a. Volume I: Administrative documents***

It includes:

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

##### ***b. Volume II: Technical File***

It includes:

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

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

### **c. Volume 3: Financial File**

It includes:

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

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

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

#### **Article 13: Amount of bid**

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

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

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

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

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

#### **Article 14: Bid Currency and settlement**

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

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

#### **Article 15: Validity of bids**

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

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

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

#### **Article 16: Guarantee of submission**

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

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

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

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

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

16.6. The bid bond may be seized:

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

b. If the bidder selected:

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

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

#### **Article 17: Form and signature of the bid**

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

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

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

### **D. SUBMISSION OF BIDS**

#### **Article 18: Sealing and marking of bids**

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

18.2. The inner and outer envelopes

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

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

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

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

#### **Article 19: Date and time limits to deposit bids**

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

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

#### **Article 20: Bids out of time**

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

#### **Article 21: Modification, Substitution and withdrawal of bids**

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

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

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

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

### **C. OPENING AND EVALUATION OF BIDS**

#### **Article 22: Opening of Bids**

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

#### **Article 23: Confidential nature of the procedure**

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

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

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

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

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

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

#### **Article 25: Determining the conformity of bids**

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

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

#### **Article 26: Correction of errors**

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

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

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

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

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

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

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

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

### **F. ATTRIBUTION OF CONTRACT**

#### **Article 28: Award**

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

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

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

**Article 30: Notification of the award of the contract**

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

**Article 31: Publication of the award decision and redress**

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

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

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

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

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

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

**Article 32: Signature of the Contract**

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

32.1. After the publication of the award decision, the draft contract subscribed by the successful bidder is transmitted to the Contracting Authority for his competent.

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

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

**Article 33: Guarantees**

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

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

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

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

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

## Introduction

1. **Definition of the works:**  
The present jobbing order concerns CONSTRUCTION OF A WATER SUPPLY SCHEME IN BENAKUMA MUNICIPALITY, MENCHUM Division, NORTH WEST REGION. The work is a SINGLE LOT. i.e.: *SINGLE LOT*:  
*SINGLE LOT*: THE CONSTRUCTION OF A WATER SUPPLY SCHEME IN BENAKUMA

The description of the detailed work consistency is found in the special technical clauses which form an integral part of this jobbing order.

Name and Address of the Contracting Authority : The Mayor of Benakuma Council

2. **Execution time-frame:** The maximum period of execution of works, which shall commence as from the date of notification to the Contractor of the administrative service order to start work shall be 04 (four) months.

3. **Funding:** Works concerned being subject of this invitation to tender, will be funded by the PUBLIC INVESTMENT BUDGET MINEE 2021 Financial Year.

4. List of prequalified candidates : Not necessary

5. Preference is given here to local materials, supplies and equipment i.e. made in Cameroon pending their conformity to technical norms.

6. **The principal qualification of bidders are the following**

### Eliminatory criteria

#### Administrative documents

- Incomplete or non compliant documents;
- Absence of a document in the administrative file;
- Any company having a 2020 project, notified to commence in 2020 and which has not yet been attend 75% of physical realisation as of date
- False declaration forged or falsified documents.

#### Technical file

- Incomplete or non compliant documents;
- False declaration, forged or scanned documents;
- Non existence in the technical file of the rubric "organization, methodology and planning;
- Any company having a 2020 project, notified to commence in 2020 and which has not yet attend 75% of physical realisation as of date
- Absence of the prefinancing capacity of at least (44 710 000) FCFA.
- Technical assessment mark lower than 75% of "Yes".

#### Financial offer

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

**Essential criteria:**

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

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

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

8. Bid language : French and /or English

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

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

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

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

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

***(B) Technical file (in the B envelope)***

1. List of key site personnel

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

- i. A works director who should be a Rural Engineer with **at least 5 years' experience in the domain of hydraulics/water and similar works.**
- ii. A foreman (or several if necessary) with at least the level of senior rural / civil engineering technician Bacc +2 (A/L+2 in rural/civil engineering) with **at least 5 years' experience in the domain of hydraulics/water and similar works.**

iii. And team leaders

A-Pipeline, Industrial engineering technician CAP Technical in PLUMBING or its equivalent with **at least 5 years' experience in the domain of Industrial/ WATER construction and similar works.**

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

## 2. List of performant equipment

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

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

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

## 3. References

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

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

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

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

## 5. Self-financing capacity

Self-financing capacity:

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

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

## (c) Financial documents (in envelope-C)

It shall contain:

1. The bid letter (tender form) itself, according to the model attached, stamped at the rate in force, signed and dated.

2. The unit price schedule duly completed, with an indication of the unit price excluding VAT in words and in figures.
3. Detail quantities and cost estimated of work completed.
4. The sub-details of prices according to the model attached.

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

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

## **SUMMARY**

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- 2- PROCEDURE OF THE AWARD OF THE JOBBING ORDER
- 3- DEFINITIONS AND ATTRIBUTIONS
- 4- LANGUAGE, LAW, AND REGULATION
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## CHAPTER I: GENERALITIES

### ARTICLE 1: Subject of the Jobbing order

The jobbing order has as subject the CONSTRUCTION OF A WATER SUPPLY SCHEME IN BENAKUMA MUNICIPALITY, MENCHUM DIVISION, NORTH WEST REGION.

### ARTICLE 2: Procedure of the award of the jobbing order

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

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

#### 1- General definitions

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

#### 2- Security

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

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

### ARTICLE 4: Language, law, and regulation

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

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

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

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

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

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

- The letter of undertaking;
- The letter of submission corrected eventually;
- The special administrative Clauses (CCAP);
- The special Technical Clauses (CCTP);

- The unit price schedule;
- The bill of estimates and quantities;
- The unit price break down;
- The duly approved work plans;
- The Planning of the work (the work schedule).
- The bids of the contractor;
- The tender file;

#### **ARTICLE 6: General applicable texts**

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

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

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

a) In the case where the contractor is the addressee: Sir/Madam.....

Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the province in which the work was done;

b) In the case where the Project Owner is the addressee:

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

c) In the case where the Contracting Authority is:

Sir/Madam [to be specified] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable

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

#### **ARTICLE 8: Service Order (CCAG article 8).**

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

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

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

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

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

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

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

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

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

9.1. **Personnel:** In his bid the contractor engaged to mobilize human and material resources necessary for the proper execution of the works in conformity with the standards and norms in force in Cameroon, and according to the stipulations of the CCAP/CCTP. All these personnel should be effectively present on site up to the end of works. The contract was awarded on the basis of an elaborated list of equipment and personnel requested by the contracting authority

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

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

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

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

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

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

## CHAPTER II: FINANCIAL PROVISIONS

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

#### 10.1. The performance bond:

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

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

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

#### 10.2. The retention guarantee:

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

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

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

#### 10.3. The start of advance guarantee:

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

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

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

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

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

- Amount (EVAT): \_\_\_\_\_ (\_\_\_\_\_) francs CFA;

Amount VAT: \_\_\_\_\_ (\_\_\_\_\_) francs CFA;

- Amount net to be paid: \_\_\_\_\_ (\_\_\_\_\_) francs CFA;

The amount of the contract is calculated using conditions stipulated in article 19 of the General Administrative Clauses (CCAG),

### ARTICLE 12: Payment Modalities

The contractor may obtain periodic payments on account. This periodic payments may be spread out during the term of the contract in several periodic installments. The contractor shall be bound to submit to the

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

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

Works executed by the contractor and entered into the job cost sheet give entitlement to payment on account. At the end of the work, a final account of the work is established.

### **ARTICLE 13: Mode of Payment**

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

1. Open: \_\_\_\_\_ agency;
2. Account number: \_\_\_\_\_

### **ARTICLE 14: Price variation**

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

### **ARTICLE 15: Price revision**

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

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

Not required or necessary.

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

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

### **ARTICLE 18: Valorisation of supplies (CCAG article 24)**

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

### **ARTICLE 19: Advances (CCAG article 28)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 22: Penalties (CCAG article 32)**

##### **A. Penalties for lateness.**

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

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

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

##### **B. Specific penalties.**

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

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

#### **ARTICLE 23: Final detailed account (CCAG article 34)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All taxes inclusive prices means VAT included.

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

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

### **CHAPTER III: EXECUTION OF WORKS**

#### **ARTICLE 27: Work consistency**

The works include the following:

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

#### **ARTICLE 28: The obligations of the Project owner**

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

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

#### **ARTICLE 29: Execution Time Frame (CCAG article 38)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

##### **Civil liability insurance and all construction risk.**

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

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

#### **Comprehensive insurance coverage**

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

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

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

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

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

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

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

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

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

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

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

- The Environment Management Plan should bring out notably the choice technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.
- The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.
- The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

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

##### **34.1 The sign boards:**

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

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

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

#### **34.2 The site installation plan:**

The site installation plan shall be done considering the following:

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

#### **34.2 The fencing of the construction site:**

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

#### **34.3 The building site installation:**

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

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

#### **34.4 The site logbook:**

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

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

The following informations are recorded in it:

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

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

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

#### **34.5 The site meetings:**

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

#### **34.6 Sub-contracting:**

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

**34.6 Site laboratory:**

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

**34.7 Security Measures:**

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

The contractor shall be responsible for all the consequences directly or indirectly of deficiency of signaling during the work.

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

**34.8 Putting in place environmental mitigation measures:**

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

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

This must be done before the start of work.

**34.9 Putting in place project sustainability measures:**

The contractor shall be responsible for the:

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

## CHAPTER IV: ACCEPTANCE OF WORKS

### ARTICLE 35: Provisional acceptance (CCAG article 67)

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

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

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

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

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

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

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

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

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

### ARTICLE 37: The guarantee period (CCAG article 70)

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

### ARTICLE 38: Final acceptance (CCAG article 72)

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

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

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

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

## CHAPTER V: MISCELLANEOUS PROVISIONS

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

The contract may be terminated as provided for in Article 180 of the Decree 2018/366 of 20/06/2018 of the Public Contracts code and equally under conditions stipulated in articles 74, 75 and 76 of the CCAG, notably:

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

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

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

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

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

#### **ARTICLE 41: Disagreements and disputes (CCAG article 75)**

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

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

#### **ARTICLE 42: Production and dissemination of this present contract.**

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

#### **ARTICLE 43 and last: Entry into Force of the Contract**

This contract shall be valid only upon its signature by the Contracting Authority after obtaining the budgetary visa of the finance controller. It shall enter into force as soon as it is notified to the contractor by the Contracting Authority.

## **A-INTRODUCTION**

This specification aims to define the mode of execution of work to be done following the norms and approved standards, according to the documents of the Contract.

The choice of technological options for achieving the proposed work has the sole concern to ensure a better functionality of facilities in compliance with safety rules for the protection of property and persons.

It has been established as a guide to clarify and supplement the guidance of the estimate and drawings notwithstanding the terms of the Contract.

## **B-MODE OF EXECUTION OF WORK**

### **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 LOCATIONS OF WORKS AND VOLUME OF WORK**

Works will involve the:

- Mobilization and Site installation: harmonization of studies, production of execution plan
- Reinforcement of catchment area: spring intake, sedimentation tank and filtration unit
- Construction of 50m<sup>3</sup> half buried storage tank
- Rehabilitation of the piping network on a distance of 4 500 linear meter.

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 QUALITIES AND SUPPLY OF MATERIALS**

The contractor shall be responsible for the supply of sand, stones and gravel. He shall also be responsible for the excavation and backfilling of the pipeline under the supervision of the engineer. 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 materials 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 than 80% and the very fine constituents eliminated by

settling should be less than 4%. The sand should be of high quality and must be free from dirt, clay or any organic matter and if deemed necessary, it should be washed before being used.

#### Article 6 GRAVEL

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

#### Article 7 STONES

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

#### Article 8 CEMENT

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

#### Article 9 CONCRETE WORKS

Concrete Works shall be of 4 kinds:-

- Lean concrete for foundation works where indicated shall be of PC 150kg/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.

##### a) External diameter

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

##### b) Thickness

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

**Table B: Thickness verification**

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

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

##### d) Socket length

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

##### e) Shrinkage cracks

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

##### f) Internal pressure

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

##### g) Impact

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

**Table C: Impact test schedule**

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

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

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

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

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

#### 10.2 Fittings specifications

Contractors are required to strictly respect standards and specifications.

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

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

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

#### **Article 11 GENERAL INFORMATION**

##### **11.1 Safety Measures**

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

##### **11.2 Traffic**

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

#### **Article 12 STONE MASONRY**

All stone masonry works must comply to the following standards DTU N° 20 – 12; NFP 13:304 and 14:301 The stone masonry required for the construction of structures should be aesthetical and according to structure type ( shape, size of stones, joints etc...) in accordance with Engineering rules. Binding mortar shall contain 300 (three hundred) kg of cement per 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 MORTARS AND CONCRETE**

##### **13.1 Mortar**

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

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

##### **13.2 Concrete**

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

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

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

#### **Article 14 POINTING AND PLASTERING**

##### **14.1 Pointing**

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

##### **14.2 Plastering**

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

#### **Article 15 PLUMBING WORKS**

##### **Description**

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

##### **Construction methods**

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

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

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

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

Only skilled plumbers shall be employed on any plumbing work.

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

#### **Method of measurement**

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

#### **Basis of payment**

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

### **Article 16 EXCAVATIONS OF TRENCHES**

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

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

### **Article 17 NOMENCLATURE OF WORK**

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

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

#### **17.2 Earth Works**

##### **17.2.1 Description**

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

##### **17.2.2 Construction methods**

###### **Excavation**

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

###### **Backfill**

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

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

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

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

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

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

## FICHE D'INVENTAIRE DE POINTS

**D'EAU Identification de l'enquêteur :**

Nom		Date de collecte	
Prénom			
Contact			

**Code de l'ouvrage :**

**Si AEP code**

### FINANCEMENT DU PROJET

**Intitulé du projet :**

**Bailleur de fonds :**

**Année de réalisation :**

**Entreprise de réalisation :**

**Entreprise de réhab. :**

**Année de réhabilitation**

### LOCALISATION GEOGRAPHIQUE

**Région :**

**Département :**

**Arrondissement :**

**Commune :**

**Localité :**

**Quartier :**

**Lieu Dit :**

### COORDONNEES

**Code Waypoint :**

**Coordonnées X:**



 (km)

**Coordonnées Y:**



 (km)

**Longitude :**

**Latitude :**

**SITE :**

**Préciser le nom et/ou le lieu.....**

- 1 : Marché
- 2 : Ecole
- 3 : Hôpital
- 4 : Administration
- 5 : Point d'escale axe lourd
- 6 : Ménage

## CARACTERISTIQUES DU POINT D'EAU

TYPE DE POINT D'EAU :

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

Autre à préciser .....

NATURE DU POINT

NATURE DU POINT D'EAU :

Autre à préciser .....

0 : Autre

D'EAU :

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

ETAT DE L'OUVRAGE :

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

Observations : .....

NATURE DE LA PANNE

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

## EQUIPEMENT

AEP :

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

PMH

marque pompe :

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

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

MODE DE FINANCEMENT :

☐

- 0 : Autre
- 1 : Comité de point d'eau
- 2 : Gestion privatisée
- 3 : Commune en régie
- 4 : Néant

FINANCEMENT :

☐

- 0 : Autre
- 1 : Eau payante (forfait/famille)
- 2 : Volumétrique
- 3 : Eau non payante

Autre à préciser : .....

Autre à préciser : .....

ENTRETIEN

☐

:

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

NOMBRE D'UTILISATEURS DU POINT

0\_200

201\_350

351\_500

501\_700

Au-delà 701

Imprécis

## UTILISATION PRINCIPALE DE L'OUVRAGE

Domestique

Animaux

Irrigation

Institutionnel (école, hôpital etc)

Industriel

Autres à préciser : .....

L'eau est en quantité suffisante ?

☐ oui ☐ non

Observations : .....  
.....

## QUALITE DE L'EAU

Paramètres physico-chimiques

Ph

Acide

Basique

## CONDUCTIBILITE

Paramètres organoleptiques

Couleur

Clair

Trouble

Goût

Acceptable

Mauvais

Salé

Autres : .....

Odeur

Acceptable

Mauvaise

Paramètres indicateurs de pollution

Ammonium

Azote de kjeldahl

Azote total

Nitrates

Paramètres toxiques

Arsenic

Nickel

Cyanures

Plomb

Chrome

## CARACTERISTIQUES PHYSIQUES:

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

## ENVIRONNEMENT

A moins de 35 m :

présence d'un assainissement non collectif : ☐ oui ☐ non

A moins de 50 m :

. présence de réseau de drainage : ☐ oui ☐ non

. d'habitation : ☐ oui ☐ non

. d'élevage : ☐ oui ☐ non

si oui, Nature de l'élevage : .....

. plan d'épandage : ☐ oui ☐ non

. activité industrielle, déchetterie, etc ...

A moins de 500 m :

présence de cours d'eau à proximité ☐ oui ☐ non

si oui, indiquer son nom : .....

présence de zone humide ou de marais ☐ oui ☐ non

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

présence d'un captage d'alimentation en eau	oui	non	<input type="checkbox"/>	<input type="checkbox"/>
---	-----	-----	--------------------------	--------------------------

**Enregistrement/Déclaration des prélèvements :**

disposer vous d'un carnet de gestion des prélèvements oui non

les prélèvements font-ils l'objet d'une déclaration annuelle à :

☐ au service de l'eau de la commune OUI non

☐ un autre organisme      oui      non

Y'a-t-il des réfugiés à proximité de l'ouvrage ?

## Aménagement

## Exhaure

?

### Pompe immergées/de surface

## Puisage à la corde

## Robinet

Groupe électrogène

## Solaire

Socle  
.....

?

Beton arme  
Beton non armé

Margelle.....  
.....

?

Beton arme  
Beton non armé

cuvelage.....  
.....

?

Beton arme  
Beton non armé  
Enrochement

Prise  
d'eau.....

?

Adduction.....  
.....

?

Pièce de  
rechange.....

?

oui non

Nom et signature du prestataire	Nom et signature du bénéficiaire	Nom et signature de l'ingénieur du marché
A..... le .....	A..... le .....	A..... le .....

**B: UNIT PRICE SCHEDULED FOR CONSTRUCTION OF WATER  
SUPPLY SCHEME IN BENAKUMA COUNCIL AREA**

<b>UNIT PRICE FOR THE CONSTRUCTION OF A WATER SUPPLY SCHEME IN BENAKUMA COUNCIL AREA</b>				
<b>S/N</b>	<b>WORK DESCRIPTION</b>	<b>Unit</b>	<b>UP IN FIGURE</b>	<b>UP IN WORD</b>
<b>100</b>	<b>LOT 100 PRELIMINARY WORKS</b>			
101	Site installation (installation of project sign board, acquisition of worksite office, store and lodging places for personnel, general site cleaning and implantation, demolition of temporary structures)	LS		
102	Preparation of working documents	LS		
	<b>SUB TOTAL LOT 100</b>			
<b>200</b>	<b>LOT 200 CONSTRUCTION WORKS</b>			
201	Construction of catchment( spring intake) with 2m2 reinforce concrete collection chamber in other to reinforce the scheme	LS		
202	25m3 circular storage tank in stone masonry with an internal control room equipped with a metallic door (float valve2 and other plumbing accessories) to reinforced the scheme			
2021	Site clearance	M3		
2022	Setting out of foundation	LS		
2023	Execution of foundation	M3		
2024	Lean concrete	M3		
2025	Reinforced concrete foundation in PC 350kg/m3	M3		
2026	Stone masonry wall 40cm thick	M3		
2027	Pointing of internal and external wall of tank (ratio 1:1)	M3		
2028	Waterproof plastering of the internal wall in three coats	M3		
2029	Reinforced concrete slab in PC 400kg/m3, 012 with one manhole	M3		
2030	Flooring (ratio 1:2) and benching of angles (1:1)	M3		
2031	Formwork boards, pulins (1x12) and props	LS		
2032	Back filling of foundation	M3		
2033	Purchase and installation of float valve 2	LS		
2034	Purchase of metallic ladder 3m height to provide access in and out of tank	LS		
2035	Production and installation of mtalic door 210x80cm with a vachette lock	LS		
2036	Purchase and installation of float valve 2 and other plumbing accessories (pvc valve dia 63 and dia 50, PVC and GI elbows, adaptors, tees, strainer 2)	LS		
	<b>SUB TOTAL LOT 202</b>			
203	Rehabilitation works on the existing storage tank	LS		
204	New standpipe equipped with soak-away pit to be constructed	U		
205	Stand taps to be rehabilitated	U		
206	Control valve chamber (80x80 100cm) in stone masonry	U		
207	Washout valve chamber (80x80x100) in stone masonry	U		
<b>100</b>	<b>LOT 100 PRELIMINARY WORKS</b>			
101	Site installation (installation of project sign board, acquisition of worksite office, store and lodging places for personnel, general site cleaning and implantation, demolition of temporary structures)	LS		
102	Preparation of working documents	LS		

	<b>SUB TOTAL LOT 100</b>			
200	<b>LOT 200 CONSTRUCTION WORKS</b>			
201	Construction of catchment( spring intake) with 2m2 reinforce concrete collection chamber in other to reinforce the scheme	LS		
202	25m3 circular storage tank in stone masonry with an internal control room equipped with a metallic door (float valve2 and other plumbing accessories) to reinforced the scheme			
2021	Site clearance	M3		
2022	Setting out of foundation	LS		
2023	Execution of foundation	M3		
2024	Lean concrete	M3		
2025	Reinforced concrete foundation in PC 350kg/m3	M3		
2026	Stone masonry wall 40cm thick	M3		
2027	Pointing of internal and external wall of tank (ratio 1:1)	M3		
2028	Waterproof plastering of the internal wall in three coats	M3		
2029	Reinforced concrete slab in PC 400kg/m3, 012 with one manhole	M3		
2030	Flooring (ratio 1:2) and benching of angles (1:1)	M3		
2031	Formwork boards, pulins (1x12) and props	LS		
2032	Back filling of foundation	M3		
2033	Purchase and installation of float valve 2	LS		
2034	Purchase of metallic ladder 3m height to provide access in and out of tank	LS		
2035	Production and installation of mtalic door 210x80cm with a vachette lock	LS		
2036	Purchase and installation of float valve 2 and other plumbing accessories (pvc valve dia 63 and dia 50, PVC and GI elbows, adaptors, tees, strainer 2)	LS		
	<b>SUB TOTAL LOT 202</b>			
203	Rehabilitation works on the existing storage tank	LS		
204	New standpipe equipped with soak-away pit to be constructed	U		
205	Stand taps to be rehabilitated	U		
206	Control valve chamber (80x80 100cm) in stone masonry	U		
207	Washout valve chamber (80x80x100) in stone masonry	U		
	<b>SUB TOTAL LOT 200</b>			
	<b>LOT 300 PIPING NETWORK</b>			
301	Excavation and backfilling of pipe line trenches	ML		
302	Supply and laying of PVC 63 np10 from new catchment to	ML		
303	Supply and laying of pvc 50 NO10 for extension	ML		
304	Supply and laying of pvc 32 NP6 (connection to all stand taps) for extension	ML		
305	Plumbing accessories	LS		
306	Laying of pipes	ML		
307	Production and implantation of pipeline indicators in metallic plates every 50m	ML		
	<b>SUB TOTAL LOT 300</b>			
	<b>LOT 400 ENVIRONMENTAL MITIGATION MEASURES</b>			

401	Environmental impact assessment	LS		
402	Water quality test (before and after construction) these include physic-chemical and bacteriological analyses of the sample water	LS		
403	Protection of catchment area by the demarcation of its zone of influence through the erection of a fence made of barbed wire and planting of water friendly trees	LS		
404	Cleaning and disinfection of pipeline	LS		
	<b>SUB TOTAL LOT 400</b>			
500	<b>LOT 500 PROTECT SUSTAINABILITY</b>			
501	Demarcation of catchment area	LS		
502	Training and putting in place of a water management committee and two care takers	session		
503	Supply of a complete tool box and spare parts with a dicing machine inclusive with the necessary dices ranging from 1" to 2"	U		
504	Purchase of a metallic ladder of height 3m to provide access into and out of the storage tank	U		
	<b>SUB TOTAL LOT 500</b>			

**B: BILLS OF QUANTITY AND COST ESTIMATES FOR THE  
CONSTRUCTION OF WATER SUPPLY SCHEME IN  
BENAKUMA COUNCIL AREA**

<b>BILLS OF QUANTITY AND COST ESTIMATES FOR CONSTRUCTION OF A WATER SUPPLY SCHEME IN BENAKUMA COUNCIL AREA</b>					
<b>S/N</b>	<b>WORK DESCRIPTION</b>	<b>Unit</b>	<b>Qty</b>	<b>UP</b>	<b>TOATL AMOUNT</b>
<b>100</b>	<b>LOT 100 PRELIMINARY WORKS</b>				
101	Site installation (installation of project sign board, 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 LOT 100</b>				
<b>200</b>	<b>LOT 200 CONSTRUCTION WORKS</b>				
201	Construction of catchment( spring intake) with 2m2 reinforce concrete collection chamber in other to reinforce the scheme	LS	1		
202	25m3 circular storage tank in stone masonry with an internal control room equipped with a metallic door (float valve2 and other plumbing accessories) to reinforced the scheme				
2021	Site clearance	M3	225		
2022	Setting out of foundation	LS	1		
2023	Execution of foundation	M3	64		
2024	Lean concrete	M3	1.3		
2025	Reinforced concrete foundation in PC 350kg/m3	M3	3.35		
2026	Stone masonry wall 40cm thick	M3	12		
2027	Pointing of internal and external wall of tank (ratio 1:1)	M3	4.72		
2028	Waterproof plastering of the internal wall in three coats	M3	2.12		
2029	Reinforced concrete slab in PC 400kg/m3, 012 with one manhole	M3	0.99		
2030	Flooring (ratio 1:2) and benching of angles (1:1)	M3	0.87		
2031	Formwork boards, pulins (1x12) and props	LS	1		
2032	Back filling of foundation	M3	5.6		
2033	Purchase and installation of float valve 2	LS	1		
2034	Purchase of metallic ladder 3m height to provide access in and out of tank	LS	1		
2035	Production and installation of mtalic door 210x80cm with a vachette lock	LS	1		
2036	Purchase and installation of float valve 2 and other plumbing accessories (pvc valve dia 63 and dia 50, PVC and GI elbows, adaptors, tees, strainer 2)	LS	1		
	<b>SUB TOTAL LOT 202</b>				
203	Rehabilitation works on the existing storage tank	LS	1		
204	New standpipe equipped with soak-away pit to be constructed	U	5		
205	Stand taps to be rehabilitated	U	40		
206	Control valve chamber (80x80 100cm) in stone masonry	U	5		
207	Washout valve chamber (80x80x100) in stone masonry	U	3		
<b>100</b>	<b>LOT 100 PRELIMINARY WORKS</b>				
101	Site installation (installation of project sign board,	LS	1		

	acquisition of worksite office, store and lodging places for personnel, general site cleaning and implantation, demolition of temporary structures)				
102	Preparation of working documents	LS	1		
	<b>SUB TOTAL LOT 100</b>				
200	<b>LOT 200 CONSTRUCTION WORKS</b>				
201	Construction of catchment( spring intake) with 2m2 reinforce concrete collection chamber in other to reinforce the scheme	LS	1		
202	25m3 circular storage tank in stone masonry with an internal control room equipped with a metallic door (float valve2 and other plumbing accessories) to reinforced the scheme				
2021	Site clearance	M3	225		
2022	Setting out of foundation	LS	1		
2023	Execution of foundation	M3	64		
2024	Lean concrete	M3	1.3		
2025	Reinforced concrete foundation in PC 350kg/m3	M3	3.35		
2026	Stone masonry wall 40cm thick	M3	12		
2027	Pointing of internal and external wall of tank (ratio 1:1)	M3	4.72		
2028	Waterproof plastering of the internal wall in three coats	M3	2.12		
2029	Reinforced concrete slab in PC 400kg/m3, 012 with one manhole	M3	0.99		
2030	Flooring (ratio 1:2) and benching of angles (1:1)	M3	0.87		
2031	Formwork boards, pulins (1x12) and props	LS	1		
2032	Back filling of foundation	M3	5.6		
2033	Purchase and installation of float valve 2	LS	1		
2034	Purchase of metallic ladder 3m height to provide access in and out of tank	LS	1		
2035	Production and installation of mtalic door 210x80cm with a vachette lock	LS	1		
2036	Purchase and installation of float valve 2 and other plumbing accessories (pvc valve dia 63 and dia 50, PVC and GI elbows, adaptors, tees, strainer 2)	LS	1		
	<b>SUB TOTAL LOT 202</b>				
203	Rehabilitation works on the existing storage tank	LS	1		
204	New standpipe equipped with soak-away pit to be constructed	U	5		
205	Stand taps to be rehabilitated	U	40		
206	Control valve chamber (80x80 100cm) in stone masonry	U	5		
207	Washout valve chamber (80x80x100) in stone masonry	U	3		
	<b>SUB TOTAL LOT 200</b>				
	<b>LOT 300 PIPING NETWORK</b>				
301	Excavation and backfilling of pipe line trenches	ML	4500		
302	Supply and laying of PVC 63 np10 from new catchment to	ML	2500		
303	Supply and laying of pvc 50 NO10 for extension	ML	1000		
304	Supply and laying of pvc 32 NP6 (connection to all stand taps) for extension	ML	1000		
305	Plumbing accessories	LS	1		
306	Laying of pipes	ML	4500		

307	Production and implantation of pipeline indicators in metallic plates every 50m	ML	90		
	<b>SUB TOTAL LOT 300</b>				
	<b>LOT 400 ENVIRONMENTAL MITIGATION MEASURES</b>				
401	Environmental impact assessment	LS	1		
402	Water quality test (before and after construction) these include physic-chemical and bacteriological analyses of the sample water	LS	1		
403	Protection of catchment area by the demarcation of its zone of influence through the erection of a fence made of barbed wire and planting of water friendly trees	LS	1		
404	Cleaning and disinfection of pipeline	LS	1		
	<b>SUB TOTAL LOT 400</b>				
500	<b>LOT 500 PROTECT SUSTAINABILITY</b>				
501	Demarcation of catchment area	LS	1		
502	Training and putting in place of a water management committee and two care takers	session	2		
503	Supply of a complete tool box and spare parts with a dicing machine inclusive with the necessary dices ranging from 1" to 2"	U	1		
504	Purchase of a metallic ladder of height 3m to provide access into and out of the storage tank	U	1		
	<b>SUB TOTAL LOT 500</b>				
	<b>TOTAL EXCLUDING TAXES (100+200+300+400+500)</b>				
	<b>VAT (19.25%)</b>				
	<b>AIR (2.2%)</b>				
	<b>TOTAL TAXES</b>				
	<b>TOTAL TAXES INCLUDED</b>				
	<b>NET TO BE PAID</b>				

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

## DEFINITION

These standard clauses constitute the Environmental Regulations relating to the construction works contracts and which will have to be inserted in the tender documents of the enterprise within the framework of the PNDP2.

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

These measurements include:

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

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

## Article II. Starting of works and sensitization of stakeholders

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

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

## Article III. Setting up a building site

### a) Localization

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

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

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

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

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

**b) Equipment**

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

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

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

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

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

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

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

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

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

**a) Opening up and exploitation:**

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

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

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

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

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

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

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

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

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

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

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

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

**Article VI. Clearing of undergrowth and pruning**

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

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

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

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

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

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

**Article VII. Management of water Resources**

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

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

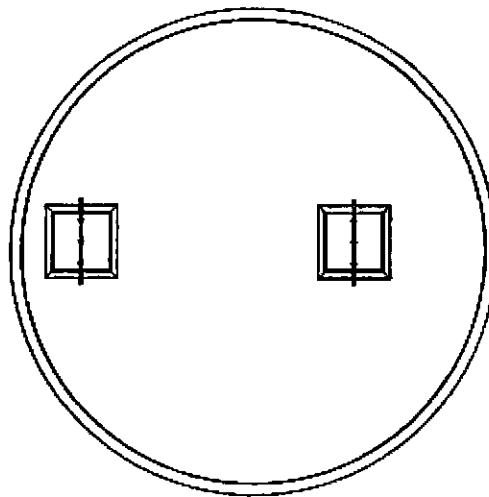
In any case, the company or enterprise will have to avoid taking away important items in seasonal rivers, likely to stop the water satisfaction needs of the residents or beneficiary population. In addition, he will have to avoid intervening in sensitive zones; avoid introducing various pollutants resulting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

**Article III. Compensation for the damages caused to third parties**

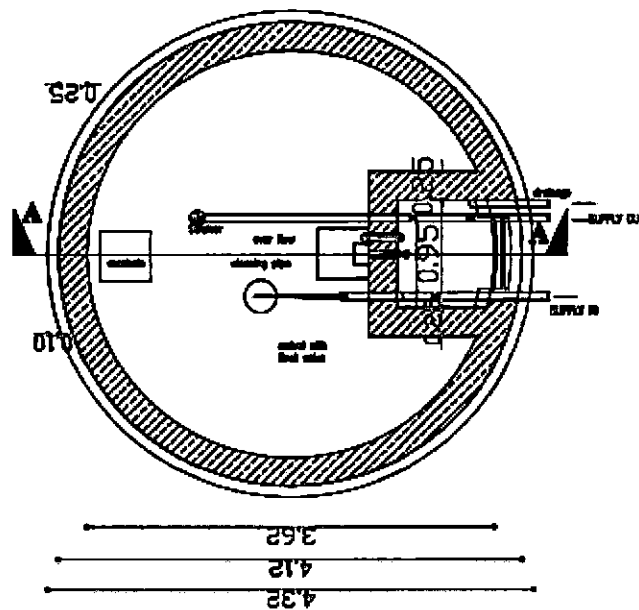
It can happen that the company hurts an individual in a deliberate or accidental manner (destruction of crops, habitat, etc). If this wrong is not taken into account by the project owner or contracting authority, it will have to be compensated with the expenses from the company and satisfactorily to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

## ***TECHNICAL DRAWINGS***



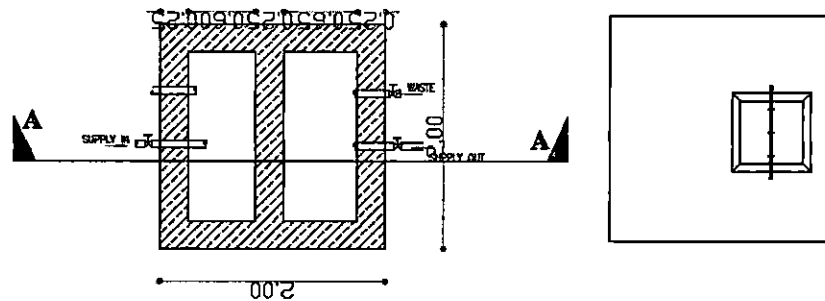


**PLAN VIEW**



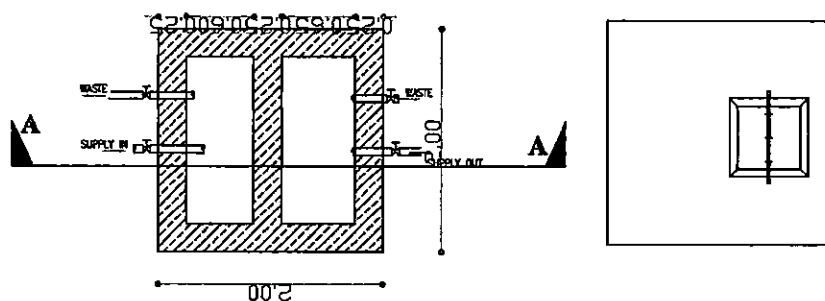
**HORIZONTAL SECTION**

# CATCHMENT

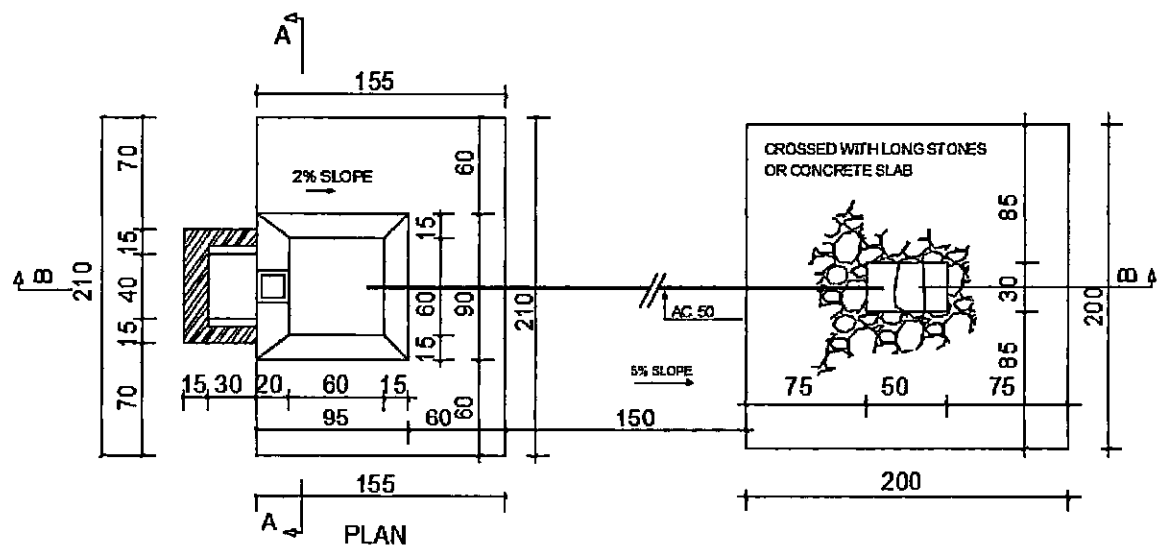
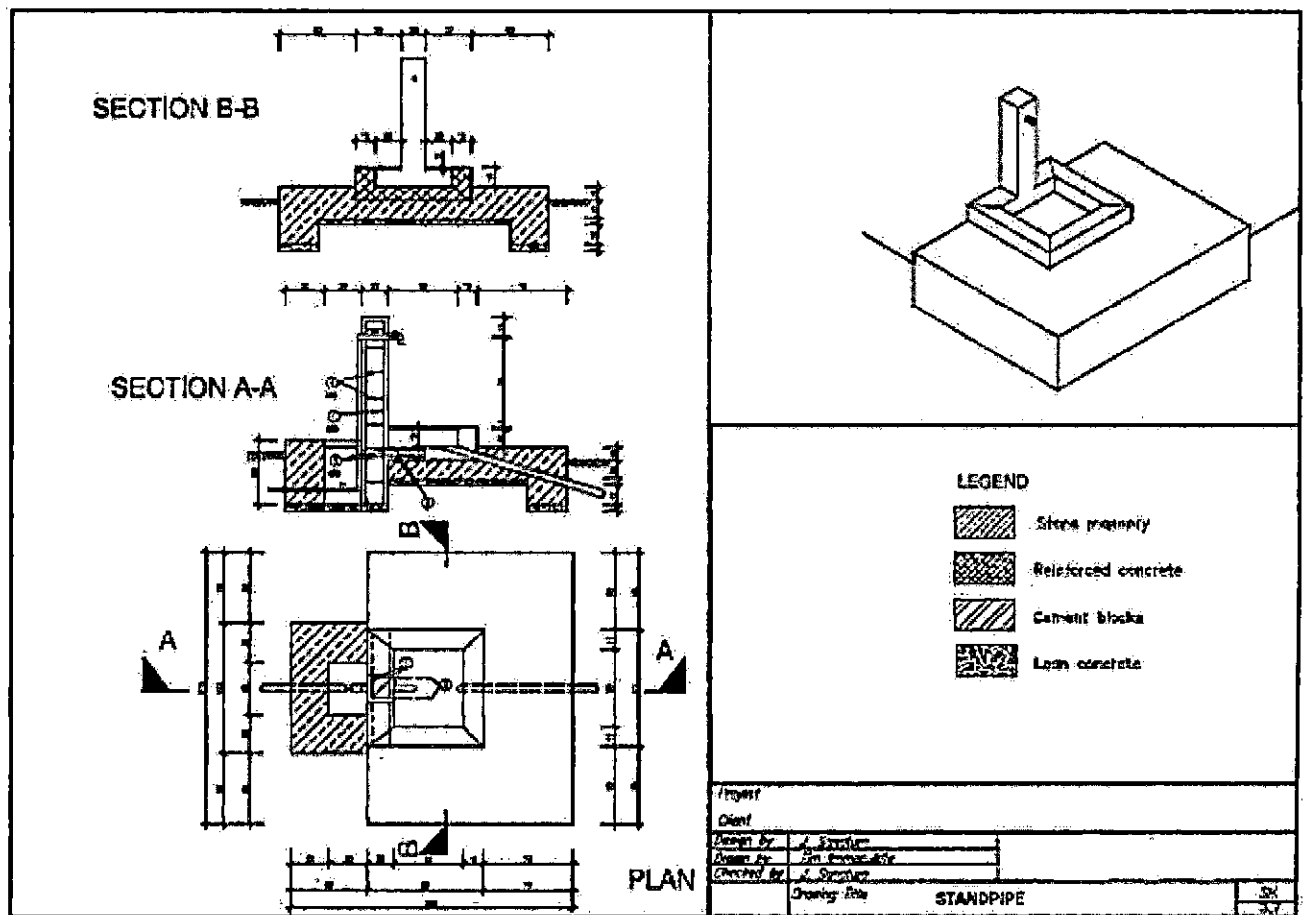


PLAN

# CATCHMENT



PLAN



**Dimensions for stand tap**

# COMPANY LETTER HEAD

## Undertaking by the Bidder

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

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

**NO. .../ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2021 OF ...../2021  
FOR THE CONSTRUCTION OF A WATER SUPPLY SCHEME IN  
BENAKUMA MUNICIPALITY, MENCHUM DIVISION, NORTH WEST  
REGION. SINGLE LOT.**

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

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

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

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

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

Done in.....on the .....

The CONTRACTOR (Signature and seal)

## BID BOND

Reference of the guarantee: N° \_\_\_\_\_

Invitation to tender N° \_\_\_\_\_

**We understand that \_\_\_\_\_ (hereinafter called  
"the bidder"), has submitted his bid on \_\_\_\_\_  
FOR THE CONSTRUCTION OF A WATER SUPPLY SCHEME IN  
BENAKUMA MUNICIPALITY**

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

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

The conditions of this commitment are as follows:

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

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

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

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

Signature and stamp of the Guarantors

Date \_\_\_\_\_

Address \_\_\_\_\_

# LETTER HEAD

## PERFORMANCE GUARANTEE

**JOBING ORDER N°...../JO/ONIT/MINDDEVEL/NWR/DD/BC/BCITB/2021  
OF.....2021**

We understand that \_\_\_\_\_ (hereinafter called "the contractor"), has engaged pursuant to **JOBING ORDER N°...../JO/ONIT/MINDDEVEL/NWR/DD/BC/BCITB/2021 OF.....2021** awarded after an open national invitation to tender in normal procedure **N°...../ONIT/MINDDEVEL/NWR/DD/BC/NCITB/2021 OF .....2021**

**FOR THE CONSTRUCTION OF A WATER SUPPLY SCHEME IN BENAKUMA MUNICIPALITY. SINGLE LOT.**

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

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

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

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

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

Signature and seals of the Guarantors

Date \_\_\_\_\_

Address \_\_\_\_\_

## GUARANTEE ADVANCE PAYMENT

Bank \_\_\_\_\_

Reference of the guarantee: N° \_\_\_\_\_

Contract N° \_\_\_\_\_

To the (Delegated Contracting Authority),

Company \_\_\_\_\_

We, Bank \_\_\_\_\_ were informed that the The Mayor of Benakuma Council acting as the Delegated Contracting Authority and ..... acting as a Contractor, have concluded a contract

### FOR THE CONSTRUCTION OF A WATER SUPPLY SCHEME IN BENAKUMA MUNICIPALITY SINGLE LOT

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

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

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

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

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

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

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

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

Signature and seals of the Guarantors

Date \_\_\_\_\_

Address \_\_\_\_\_

# COMPANY LETTER HEAD

## TENDER SPECIMEN FORM

I undersigned \_\_\_\_\_ acting as \_\_\_\_\_, of Cameroon Nationality, and residence in \_\_\_\_\_.

After having read and taken note of all the parts of the Open National Invitation to Tender in normal procedure NO. .... /ONIT/MINDDEVEL/NWR/DD/BC/BCITB/2021 OF ..... /2021 FOR THE CONSTRUCTION OF A WATER SUPPLY SCHEME IN BENAKUMA MUNICIPALITY SINGLE LOT.

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

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

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

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

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

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

Done in.....on the .....

The CONTRACTOR (Signature and seal)

## PLANNING OF WORK EXECUTION

**OPEN NATIONAL INVITATION TO TENDER, IN NORMAL PROCEDURE:**  
**...../ONIT/MINDDEVEL/NWR/DD/BC/BCITB/2021 OF ...../2021**

[illegible]

**GRADING SCHEME – TECHNICAL FILE**

ENTERPRISE: \_\_\_\_\_

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
A	WORKS DIRECTOR			
1	Attestation of presentation of original of diploma and Certified true copy of National Identity Card if not no notation of N°A. signature of bearer signed three times on the ID card			
2	Certified true copy of diploma, professional experience, C V dated and signed and Attestation of availability dated and signed			
B	SITE FOREMAN			
1	Attestation of presentation of original of diploma and Certified true copy of National Identity Card if not no notation of N°B .signature of bearer signed three times on the ID card			
2	Certified true copy of diploma, professional experience, C V dated and signed and Attestation of availability dated and signed			
C	TEAM LEADER: PLUMBING WORKS			
1	Attestation of presentation of original of diploma and Certified true copy of National Identity Card. signature of bearer signed three times on the ID card if not no notation for C			
2	Certified true copy of diploma and professional experience			
3	C V dated and signed and Attestation of availability dated and signed			
D	TEAM LEADER: Building works			
1	Attestation of presentation of original of diploma and Certified true copy of National Identity Card. signature of bearer signed three times on the ID card. if not no notation for D			
2	Certified true copy of diploma and professional experience			

**I - PERSONNEL**

3	C V dated and signed and Attestation of availability dated and signed			
	TOTAL		/04 YES	

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

## II - REFERENCES

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
A	02 References in the WATER WORKS (amount all taxes inclusive AT LEAST 25,500,000 FCA).			
1	First project			
2	Second project			
	TOTAL		/ 02YES	

### III -EQUIPMENT

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
1	Proof of ownership or rental of a vehicle (Pick up 4 x 4 & truck) in good operating condition with a current visite technique and a carte grise certified by the services of MINTRANSPORT			
2	Proof of ownership of a manual compactor, ,CONCRETE MIXER in good operating ,CONCRETE MIXER condition, and of building hand tools in good operating condition.			
	<b>TOTAL</b>		/ 02 YES	

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

### IV – METHODOLOGY OF INTERVENTION AND WORK EXECUTION

IV – METHODOLOGY OF INTERVENTION

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
A-	ACKNOWLEDGEMENT OF SITE AND PRESENTATION OF THE COMPANY			
	Attestation of site visit and site visit report			
	Organizational chart of the enterprise with comments			
	Organizational chart of the building construction site with comments <sup>1</sup>			
B-	ACKNOWLEDGEMENT OF TECHNICAL SPECIFICATIONS AND PLANNING OF WORKS AND EXECUTION DATE LINE			
	A copy of CCTP (Special Technical Specification).duly initialed on each page, signed by the enterprise and dated on the last page.			
	Planning of work execution with comments <sup>2</sup>			
	Installation: Origin of materials			
	Description of deployment of team			
C-	BUILDING CONSTRUCTION MATERIAL TESTS & METHODOLOGY OF EXECUTION OF WORKS			
	Description of tests on sand, gravel, cement and reinforcement. (steel rods)			
	Description of tests on mortar, blind concrete and reinforced concrete			
	Proper description of the methodology of execution of works <sup>3</sup>			
	Description of health /safety /socio-economic and environmental measures at the building site			
	Description of the application of the HIMO approach			
	Description of maintenance measures during the guarantee period			
D	BUILDING CONSTRUCTION FINISHES			
	Pointing: General guidelines for pointing of surfaces.			
	SURFACE FINISHING: General guidelines for surface finishing.			
	TOTAL		/ 4YES	

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

### V- SELF FINANCING CAPACITY

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

*See the model of planning of work execution attached.*

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

	15,000,000 FCFA			
	<b>TOTAL</b>		<b>/ 0 1YES</b>	

#### VI- GENERAL PRESENTATION OF THE BIDS

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
1	Presence, clearness of all documents, presentation of document in the order given in the tender and properly bound, Table of contents, pages numbered and separators in a colour apart from white, quality of document.			
	<b>TOTAL</b>		<b>/ 1 YES</b>	
<b>TOTAL : GENERAL GLOBAL TECHNICAL NOTE</b>				<b>/14 YES</b>

### VERIFICATION OF THE ADMINISTRATIVE DOCUMENTS

	<b>ENTREPRISE :</b>	YES	NO
01	Undertaking by bidder stamped, signed and dated in conformity with the model attached		
02	Attestation of non-bankruptcy dating less than 3 months, issued by the Competent jurisdiction		
03	Attestation of domiciliation of Bank account of the bidder issued by a bank or any other first-order credit institution approved by the Ministry in charge of finance.		
04	Bank guarantee(of the same bank) on the list of banking institutions of first order approved by the Ministry in charge of finance, for an amount in francs CFA of 44 710 000 FCFA.		
05	Treasury Receipt of purchase of the tender file, as stipulated in the notice of call for tender.		
06	Attestation of C.N.P.S, valid and for the tender concern		
07	A non-exclusion certificate attesting that the bidder is not the subject of a temporary or permanent exclusion from public contracts, dated at most 3 months and issued by ARMP		
08	An attestation of non redevance signed by the competent Taxation authority dated at most 3 months.		
10	A Certified copy of taxpayer card valid, dated at most 3 months		
12	Plan and attestation of localization signed by the taxation authorities.		
13	CCAP completed and initialed on all the pages		
	<b>General observation</b>		

# **COMPANY LETTER HEAD**

## **MODEL ATTESTATION SITE VISIT**

# COMPANY LETTER HEAD

## ATTESTATION OF SITE VISIT

I the undersigned \_\_\_\_\_ acting as \_\_\_\_\_, of  
Cameroon Nationality, and residence at \_\_\_\_\_, bearer of NIC  
N° \_\_\_\_\_,

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

**NO...../ONIT/MINDDEVEL/NWR/DD/BC/BCITB/2021 OF ...../2021  
FOR THE CONSTRUCTION OF A WATER SUPPLY SCHEME IN  
BENAKUMA MUNICIPALITY. SINGLE LOT.**

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

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

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

Date

Signature

# PERSONNEL FORM

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

## EQUIPMENT

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

**Annexe photocopies d'immatriculation**

## REFERENCES

(Join copies of PV of reception)

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

### References of the enterprise/Annual turnover

Enterprise :  
statistique :

Registre de commerce :

Siège social :

N°

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

**REPUBLIQUE DU CAMEROUN**

Paix- Travail- Patrie

.....  
**MINISTERE DE LA DECENTRALIZATION ET  
DU DEVELOPPEMENT LOCAL**

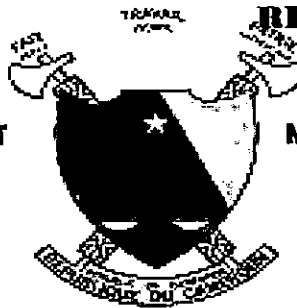
.....  
**REGION DU NORD OUEST**

.....  
**DEPARTEMENT DE LA MENCHUM**

.....  
**ARRONDISSEMENT DE BENAKUMA**

.....  
**COMMUNE DE BENAKUMA**

.....  
**COMMISSION DE PASSATION  
DES MARCHES PUBLIQUE**  
.....



**REPUBLIC OF CAMEROON**

Peace- Work- Fatherland

.....  
**MINISTRY OF DECENTRALIZATION  
AND LOCAL DEVELOPMENT**

.....  
**NORTH WEST REGION**

.....  
**MENCHUM DIVISION**

.....  
**MENCHUM VALLEY SUB DIVISION**

.....  
**BENAKUMA COUNCIL**

.....  
**INTERNAL TENDERS BOARD FOR  
AWARD OF PUBLIC CONTRACTS**  
.....

**JOBGING ORDER**

**N°...../JO/ONIT/MINDDEVEL/NWR/DD/BC/BCITB/2021 OF .....2021  
AWARDED AFTER AN OPEN NATIONAL INVITATION TO TENDER IN  
NORMAL PROCEDURE**

**N°...../ONIT/MINDDEVEL/NWR/DD/BC/BCITB/2021 OF ...../2021  
FOR THE CONSTRUCTION OF A WATER SUPPLY SCHEME IN BENAKUMA  
MUNICIPALITY, MENCHUM DIVISION, NORTH WEST REGION.**

**CONTRACTOR:.....**

**BP.....**

**Tel. ....**

**Fax. ....**

**TAX PAYER'S N°.....**

**BANK ACCOUNT N°.....**

**:**

**SUBJECT: FOR THE CONSTRUCTION OF A WATER SUPPLY SCHEME IN  
BENAKUMA MUNICIPALITY.**

**PLACE OF EXECUTION: BENAKUMA MUNICIPALITY**

**EXECUTION DEADLINE: THREE (03) MONTHS**

**AMOUNT:**

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

**FUNDING: PUBLIC INVESTMENT BUDGET MINEE  
2021 FINANCIAL YEAR**

**SUBSCRIBED ON : .....**

**SIGNED ON : .....**

**NOTIFIED ON : .....**

**REGISTERED ON : .....**

**BETWEEN:**

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

**ON THE ONE PART**

**AND :**

**CONTRACTOR:** .....

**BP**.....

**Tel.** .....

**Fax.** .....

**TAX PAYER'S N°**.....

**BANK ACCOUNT N°**.....:

Represented by ..... so Hereinafter referred to as the "Contractor"

**ON THE OTHER PART**

**IT IS HEREBY AGREED AND ORDERED AS FOLLOWS:**

**Page ..... And the last of the jobbing order**

**JOBGING ORDER**  
**N°...../JO/ONIT/MINDDEVEL/NWR/DD/BC/BCITB/2021 OF .....2021**  
**AWARDED AFTER AN OPEN NATIONAL INVITATION TO TENDER IN**  
**NORMAL PROCEDURE**

**NO. ..../ONIT/MINDDEVEL/NWR/DD/BC/BCITB/2021 OF ...../2021**  
**FOR THE CONSTRUCTION OF WATER SUPPLY SCHEME IN BENAKUMA**  
**MUNICIPALITY, MENCHUM DIVISION, NORTH WEST REGION.**  
**SINGLE LOT**

**CONTRACTOR:.....**

**EXECUTION DEADLINE:**                      **THREE (03) MONTHS**

**AMOUNT:**

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

**Read and approved by the contractor**

**Benakuma, the \_\_\_\_\_**

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

**Benakuma, the \_\_\_\_\_**

**REGISTRATION**

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

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

**LISTE DES BANQUES AGREEES PAR LE MINFI**

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

This list is available at ARMP.

**B- INSURANCE COMPANIES**

- 1- Chanas Assurances;
- 2- Activa Assurances;
- 3- Zenithe Insurance SA Doual

**PART10**  
**GRAPHIC PLANS**