

REPUBLIC OF CAMEROON

Peace – Work – Fatherland

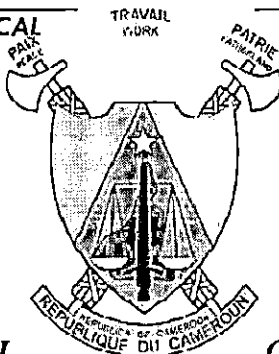
MINISTRY OF DECENTRALIZATION AND LOCAL
DEVELOPMENT

NORTH-WEST REGION

NJINIKOM SUB DIVISION

NJINIKOM COUNCIL

NJINIKOM COUNCIL INTERNAL
TENDERS' BOARD



REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

MINISTRE DE LA DECENTRALISATION ET DU
DEVELOPPEMENT LOCAL

REGION DU NORD-OUEST

ARRONDISSEMENT DE NJINIKOM

COMMUNE DE NJINIKOM

COMMISSION INTERNE DE PASSATION
DES MARCHES DE LA COMMUNE DE
NJINIKOM

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE
N° 10/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 OF 09/03/2021 OF 09/03/2021 FOR THE
**REHABILITATION OF WOMBONG WATER SCHEME IN NJINIKOM
MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION.**

Financing: Public Investment Budget - (BIP) 2021

1. Subject of the Invitation to Tender:

Within the framework of 2021 Public Investment Budget, The MAYOR NJINIKOM COUNCIL, Contracting Authority, hereby launches an OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE for the **REHABILITATION OF WOMBONG WATER SCHEME IN NJINIKOM MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION.**

2. Nature of work:

Work to be done consists of

- ✓ Construction of three spring catchments
- ✓ Construction of 05 valve/control chambers
- ✓ Construction of two break pressure points
- ✓ Rehabilitation of storage tank
- ✓ Extension of piping network of 1250m
- ✓ Construction of 10 stand pipes
- ✓ Catchment protection/water tests

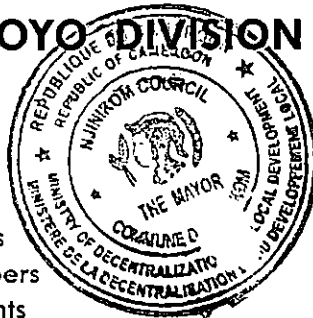
3. Execution deadline

The maximum deadline provided by the Contracting Authority for the execution of the works forming the subject of this Invitation to Tender is **Ninety (90) days**. The work is as follows:

**REHABILITATION OF WOMBONG WATER SCHEME IN NJINIKOM
MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION..**

The estimated cost after preliminary studies is 20,710,000 FCFA, (Twenty MILLION SEVEN HUNDRED AND TEN THOUSAND, FRANCS CFA)

4. Participation and origin



Participation to this Invitation to Tender is opened to Cameroonian enterprises that are in compliance with the Cameroon laws.

5. Financing

Works which form the subject of this Invitation to Tender shall be financed by the 2020 Public Investment Budget / MINEE

6. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of Finance and whose list is found in document N°. 12 of the Tender File, of an amount of **414,200 FCFA (FOUR HUNDRED AND FOURTEEN THOUSAND TWO HUNDRED)** and valid for thirty (30) days beyond the date of validity of bids

7. Consultation of Tender File:

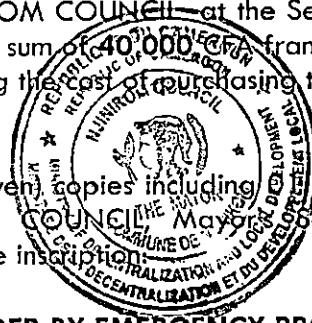
The file may be consulted during working hours at the NJINIKOM COUNCIL, Mayor's Secretariat, as soon as this notice is published.

8. Acquisition of Tender File:

The file may be obtained from the NJINIKOM COUNCIL at the Secretariat of the Mayor, as soon as this notice is published against the payment of the sum of **40,000 FCFA** francs (FORTY thousand Francs CFA), payable at a Njinikom Council Treasury, representing the cost of purchasing the Tender File.

9. Submission of bids: 31/03/2021

Each offer drafted in English or French in 07 (seven) copies including (one) original and 06 (six) copies marked as such, should reach the NJINIKOM COUNCIL, Mayor's Secretariat not later than 31/03/2021 at 10:00 A.M. local time and should carry the inscription:



**<< OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N°
10/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 OF 09/03/2021 FOR THE REHABILITATION OF
WOMBONG WATER SCHEME IN NJINIKOM MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST
REGION.**

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

10. Admissibility of bids

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

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

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

11. Opening of bids:

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the 31/03/2021 at 11: 00AM local time, in the conference hall of the NJINIKOM Council, by its competent Members. Only bidders may attend or be represented by duly mandated persons of their choice and having a good knowledge of their files.

12. Evaluation criteria

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

Eliminatory criteria

ABSENCE OF A BID BON WILL LEAD TO OUTRIGHT ELIMINATION

- Absence or non-conformity of an element in the administrative file;
- Deadline for delivery higher than prescribed;
- False declaration or falsified documents;
- Absence or insufficient bid bond;

A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
Incomplete financial file;
Change of quantity or unit;
Non respect of **75%** of essential criteria;
Non completion of any project in the previous years in the North West Region and suspended by MINMAP in 2020

Essential criteria

General presentation of the Tender Files;
Financial capacity 25% of the project amount;
References of the company in similar achievements;
Quality of the personnel;
Technical organization of the works;
Safety measures on the site;
Logistics;
Attestation and report of site visit signed by the Contractor and backed by pictures ;
Special Technical Clauses initialed in all the pages signed and stamped on the last page;
Special Administrative Clauses completed and initialed in all the pages.

ABSENT ADMINISTRATIVE DOCUMENTS CAN BE FURNISHED WITHIN 48HRS

13. Award

This evaluation will be done in a binary way (yes) or (no) with an acceptable minimum of **75%** of the essential criteria taken in account.

The Contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **75%** of the essential criteria.

14. Validity of bids

Bidders will remain committed to their offers for sixty (60) days from the deadline set for the submission of tenders.

15. Complementary information

Complementary technical information may be obtained during working hours from NJINIKOM Council at the Mayor's Secretariat.

Done at Njinikom on 09 MARS 2021

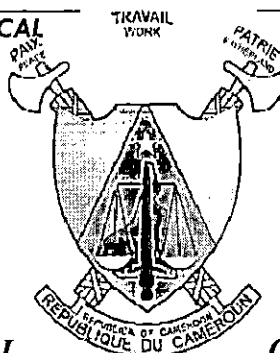
The LORD MAYOR NJINIKOM COUNCIL
(The Contracting Authority)

Copies:

- DD MINEE BOYO
- ARMP BAMENDA
- Chairperson of NCITB
- The project owner
- Notice Board
- File/archive



Samuel Loh
Samuel Loh



AVIS D'APPEL D'OFFRES

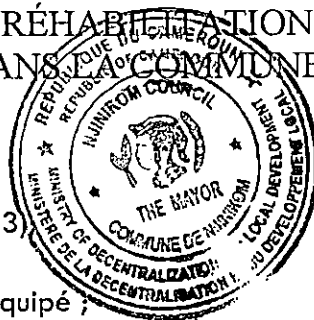
AVIS D'APPEL D'OFFRES NATIONAL OUVERT PAR PROCES D'URGENCE N°

10/AONO/MINDDEL/NC/NCITB/BIP/2021 DU __ /__ 2021 POUR LA RÉHABILITATION
D'UN PROJET HYDRAULIQUE DE WOMBONG DANS LA COMMUNE DE
NJINIKOM.

Financement : Budget d'Investissement Public 2021

1. Objet de l'Appel d'Offre

Dans le cadre de l'exercice budgétaire 2021, le Maire de la Commune de NJINIKOM, Autorité Contractante lance un Appel d'Offres National Restreint de RÉHABILITATION D'UN PROJET HYDRAULIQUE DE WOMBONG DANS LA COMMUNE DE NJINIKOM.



2. Consistance des travaux

Les travaux comprennent notamment :

- Construction d'un réseau de captage(03)
- Rehabilitation d'un réservoir de 10m³
- Construction des 03 points de control équipé
- Construction et rehabilitation d'une ligne de distribution de 1250m
- Construction de 10 robinets

3. Délais d'exécution

Le délai maximum prévu le Maître d'Ouvrage pour la réalisation des travaux objet du présent appel d'offres est de **quatre-vingt dix (90) jours**.

Le travail est ci-après défini

RÉHABILITATION D'UN PROJET HYDRAULIQUE DE WOMBONG DANS LA
COMMUNE DE NJINIKOM.

4. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de vingt million, sept cent-dix mille francs CFA (**20 710,000 FCFA**)

5. Participation et origine

La participation à cette consultation est ouverte aux entreprises de droit camerounais.

6. Financement

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Publics MINEE du Cameroun de l'exercice 2021

7. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO, d'un montant de **414,200 FCFA** et valable pendant trente (30) jours au-delà de la date originale de validité des offres.

8. Consultation du Dossier d'Appel d'Offres

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables au Secrétariat de Maire de la Commune de Njinikom.

9. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu aux heures ouvrables à la Marie de NJINIKOM, Secrétariat de Maire dès Publication du présent avis, contre présentation d'une quittance de versement au Trésor Public de la somme non remboursable de **F CFA 40 000 (quarante mille Francs CFA)**.

10. Remise des offres

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, devra parvenir contre récépissé au Secrétariat de Maire de la Commune de Njinikom au plus tard le / /2021 à **10: h 00**, heure locale et devra porter la mention suivante :

«AVIS D'APPEL D'OFFRES NATIONAL OUVERT PAR PROCES D'URGENCE N° 10/AONO/MINDDEL/NC /NCITB/BIP/2021 DU / 2021 POUR LA RÉHABILITATION D'UN PROJET HYDRAULIQUE DE WOMBONG DANS LA COMMUNE DE NJINIKOM.»
«A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT»

11. Recevabilité des offres

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

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

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

12. Ouverture des plis

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu le / /2021 à **11h00** heure locale, dans la salle de conférence de la Commune de NJINIKOM, par la Commission de Passation des Marchés siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

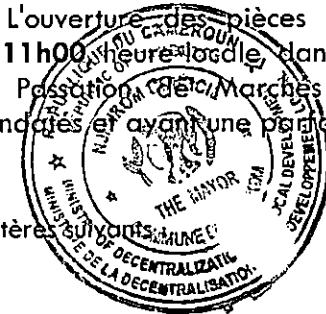
13. Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

A - Critères éliminatoires

Il s'agit notamment:

- Absence ou non-conformité d'une pièce administrative ;
- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- Fausse déclarations ou pièces falsifiées;
- Absence ou insuffisance de la caution provisoire de soumission;
- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;
- Offres financière incomplète,
- Le changement d'une unité ou d'une quantité dans l'offre financière ;
- Le non-respect de **75%** des critères essentiels ;



Non achèvement d'un projet pendant les années antérieures sur l'étendue du Territoire National et suspendu par le MINMAP en 2020

B - Critères essentiels

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

- Présentation générale de l'offre ;
- Capacité financière ;
- Références de l'entreprise dans les réalisations similaires ;
- Qualité du personnel ;
- Organisation technique des travaux ;
- Sécurité au chantier ;
- Moyens logistiques ;
- Attestation et rapport de visite du site ;
- Cahier des Clauses Techniques Particulières paraphé à chaque page ;
- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page.

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

14. Attribution

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins 75% de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins distante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et au moins 75% des critères essentiels.

15. Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant 60 jours à partir de la date limite fixée pour la remise des offres.

16. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la marie de Njinikom – Secrétariat de Maire,

Fait à Njinikom, le _____
Le Maire de la Commune de NJINIKOM
(Autorité Contractante)

Copie :

- ☐ DDMINEE DU BOYO
- ☐ ARMP ;
- ☐ Maître d'Ouvrage
- ☐ Présidents CPM ;
- ☐ Affichage.
- ☐ Chrono/archive



Document N°. 2

**GENERAL REGULATIONS OF THE
INVITATION TO TENDER**

Table of contents

General

| | |
|--|--|
| Article 1: Scope of the tender..... | |
| Article 2: Financing..... | |
| Article 3: Fraud and corruption..... | |
| Article 4: Candidates admitted to compete..... | |
| Article 5: Building materials, materials, supplies, equipment and authorized services... | |
| Article 6: Qualification of the bidder..... | |
| Article 7: Visit of work site | |

Tender File.....

| | |
|---|--|
| Article 8: Content of Tender File..... | |
| Article 9: Clarifications on Tender File and complaints | |
| Article 10: Modification of the Tender File..... | |

Preparation of Bids

| | |
|---|--|
| Article 11: Tender fees..... | |
| Article 12: Language of bid..... | |
| Article 13: Constituent documents of the bid..... | |
| Article 14: Amount of bid..... | |
| Article 15: Currency of bid and payment..... | |
| Article 16: Validity of bids..... | |
| Article 17: Bid bond..... | |
| Article 18: Varying proposals by bidders..... | |
| Article 19: Preparatory meeting to the establishment of bids..... | |
| Article 20: Form and signature of bids..... | |

Submission of bids.....

| | |
|--|--|
| Article 21: Sealing and marking of bids..... | |
| Article 22: Date and time-limit for submission of bids..... | |
| Article 23: Out of time-limit bids..... | |
| Article 24: Modification, substitution and withdrawal of bids..... | |

Opening and evaluation of bids

| | |
|---|--|
| Article 25: Opening of bids..... | |
| Article 26: Confidential nature of the procedure..... | |
| Article 27: Clarifications on the bid and contact with Contracting Authority..... | |
| Article 28: Determination of their compliance..... | |
| Article 29: Qualification of the bidder..... | |
| Article 30: Correction of errors..... | |
| Article 31: Conversion into a single currency..... | |
| Article 32: Evaluation of financial bids..... | |
| Article 33: National preference..... | |

Award of the Contract.....

| | |
|--|--|
| Article 34: Award..... | |
| Article 35: Right of the Contracting Authority to declare an Invitation to Tender unsuccessful or to cancel a procedure..... | |
| Article 36: Notification of the award of the Contract..... | |
| Article 37: Signature of the Contract..... | |
| Article 38: Final bond..... | |

GENERAL RULES OF THE INVITATION TO TENDER

General

Article 1: Scope of the tender

The Contracting Authority, The Mayor for NJINIKOM Council hereby launches an OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N°

10/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 OF/2021 OF/2021 FOR THE REHABILITATION OF WOMBONG WATER SCHEME IN NJINIKOM MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION.

1.1.

1.2. The bidder retained or the preferred bidder must complete the works within the time- limit indicated in the Special Regulations which runs from the date of notification of the Administrative Order.

In this Tender File, the term "day" means a calendar day.

Article 2: Financing

The source of financing of the works forming the subject of this Invitation to Tender shall be specified in the Special Regulations.

Article 3: Fraud and corruption

The Contracting Authority requires of bidders and Contractors the strict respect of rules of professional ethics during the award and execution of Public Contracts. By virtue of this principle:

The following definitions shall be admitted:

Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a Public official during the award or execution of a Contract;

Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a Contract;

"Collusive practices" shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;

"Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a Contract.

Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this Contract.

3.2 The Minister Delegate at the Presidency in charge of Public Contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

Article 4: Candidates allowed to compete

4.1 If the Invitation to Tender is opened, consultation is addressed to all candidates retained after a pre-qualification procedure.

4.2 Generally, the Invitation to Tender is addressed to all entrepreneurs, subject to the following provisions:

A bidder (including all members of a group of enterprises and all sub-Contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.

A bidder (including all members of a group of enterprises and all sub-Contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:

Is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of Contracts awarded for this Invitation to Tender; or

Presents more than one bid within the context of Invitation to Tender, except authorized variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-Contractors in more than one bid.

The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of Public Contracts.

- (c) The bidder must not have been excluded from bidding for Public Contracts.
- (d) A Cameroonian Public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.

5: Building materials, materials, supplies, equipment and horized services

5.1 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.

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

Article 6: Qualification of bidder

6.1 As an integral part of their bid, bidders must:

submit a power of attorney making the signatory of the bid bound by the bid; and

- (b) provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the Invitation to Tender, in order to establish their qualification to execute the Contract.

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

- (i) The production of certified balance sheets and recent turnovers;
- (ii) Access to a line of credit or availability of other financial resources;
- (iii) Orders acquired and Contracts awarded;
- (iv) Pending litigations;
- (v) Availability of indispensable equipment.

6.2 Bids presented by two or more associated undertakings (joint-Contracting) must satisfy the following conditions:

The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;

The bid and the Contract must be signed in a way that is binding on all members of the group;

The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form;

The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the Contract;

In case of joint co-Contracting, the co-Contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-Contracting.

6.3 Bidders must equally present sufficiently detailed proposals to demonstrate that they comply with the technical specifications and execution time-limits set in the Special Regulations of the Invitation to Tender.

6.4 Bidders requesting to benefit from the margin of preference must furnish all the necessary information to prove that they satisfy the eligibility criteria set in article 33 of the General Regulations of the Invitation to Tender.

Article 7: Visit of works site

7.1 The bidder is advised to visit and inspect the site and its environs and obtain by himself and under his own responsibility, all the information which may be necessary for the preparation of the bid and the execution of the works. The related cost of the visit of the site shall be borne by the bidder.

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

7.3 The Project Owner may organize a visit of the site of the works during the preparatory meeting to establishing the bids mentioned in article 19 of the General Regulations of the Invitation to Tender.

B. Tender File

Article 8: Content of Tender File

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

Document No. 1. The Tender Notice;

Document No. 2. The General Regulations of the Invitation to Tender;

Document No. 3. The Special Regulations of the Invitation to Tender;

Document No. 4. The Special Administrative Conditions;

Document No. 5. The Special Technical Conditions;

Document No. 6. The schedule of unit prices;

Document No. 7. The bill of quantities and estimates;

Document No. 8. The sub details of unit prices;

Document No. 9. Model documents of the Contract:

The execution schedule;

Model of forms presenting the equipment, personnel and references;
Model bidding letter;
Model bid bond;
Model final bond;
Model of bond of start-off advance;
Model of guarantee in replacement of the retention fund;
Model Contract;

Document No. 10. Models to be used by bidders;
Model Contract;

Document No. 11. Justifications of preliminary studies; to be filled by the Project Owner or delegated Project Owner;

Document No. 12. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorized to issue bonds for Public Contracts to be inserted by the Contracting Authority.

8.2 The bidder must examine all the regulations, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare a bid in compliance with all aspects of the said file.

Article 9: Clarifications on the Tender File and complaints

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (fax or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the Invitation to Tender and send a copy to the Project Owner. The Contracting Authority replies in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of bids.

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

9.2 Between the Publication of the tender notice including the pre-qualification phase of candidates and the opening of bids, any bidder who feels aggrieved in the Public Contracts award procedure may lodge a complaint to the Minister in charge of Public Contracts.

9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the Regulation of Public Contracts and the chairperson of the Tenders Board.

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

Article 10: Amendment of the Tender File

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

10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the Invitation to Tender and must be communicated in writing or made known by a traceable means to all bidders who bought the Tender File.

3.3. In order to give bidders sufficient time to take account of the addendum in the preparation of their bids, the Contracting Authority may postpone as is necessary, the deadline for the submission of bids, in accordance with provisions of article 22 of the General Regulations of the Invitation to Tender.

C Preparation of bids

Article 11: Tender costs

The candidate shall bear the costs related to the preparation and presentation of his bid and the Contracting Authority and the Project Owner shall in no case be responsible for these costs nor pay for them whatever the evolution or outcome of the Invitation to Tender procedure.

Article 12: Language of bid

The bid as well as any correspondence and any document exchanged between the bidder and the Contracting Authority shall be written in English or French. Complementary documents and the forms provided by the bidder may be written in another language on condition that a precise translation into either English or French of the passages concerning the bid is included; in which case for reasons of interpretation, the translation shall be considered to be authentic.

Article 13: Constituent documents of the bid

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

Volume 1: Administrative file

It includes:

all documents attesting that the bidder:

- has subscribed to all declarations provided for by the laws and regulations in force;
- paid all taxes, duties, contributions, fees or deductions of whatever nature;
- is not winding up or bankrupt;
- is not the subject of an exclusion order or forfeiture provided for by the law in force;

ii) The bid bond established in accordance with the provisions of article 17 of the General Regulations of the Invitation to Tender;

iii) the written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of Invitation to Tender.

Volume 2: Technical bid

b.1 Information on qualifications

The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Regulations of the Invitation to Tender.

b.2 Methodology

The Special Conditions of the Invitation to Tender specifies the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the works and specifying the organization and programme which the bidder intends to put in place or use to execute the works (installations, schedule, Quality Assurance Plan (QAP), sub-Contracting, attestation of visit of the site, where necessary, etc).

b.3 Proof of acceptance of conditions of the Contract

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

The Special Administrative Conditions (SAC);

The Special Technical Conditions (STC).

b.4 Commentaries (optional)

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

Volume 3: Financial bid

The Special Regulations specify the elements that will help in justifying the cost of the works, namely:

- The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;
- The duly filled Unit Price schedule;
- The duly filled detailed estimates;
- The sub-details of prices and/or breakdown of all-in prices;
- The projected schedule of payments, where need be.

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(2) of the General Regulations of the Invitation to Tender concerning the other possible forms of guarantees.

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

Article 14: Bid price

- 14.1 Except otherwise stated in the Tender File, the amount of the Contract shall cover all the works described in article 1.1 of the General Regulations of the Invitation to Tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder .

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

- 14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the Contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.

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

- 14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

Article 15: Currency of bid and payment

- 15.1 In case of international invitations to tender, the currencies of the bid shall follow the provisions of either Option A or Option B NJINIKOM, the applicable option being that retained in the Special Regulations of the Invitation to Tender.

15.2 Option A: The amount of the bid shall be entirely made in the national currency.

The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:

Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the Contract.

The exchange rates used by the bidder to convert his bid into the national currency shall be specified by the bidder in an annex to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment within the framework of the Contract so that the retained bidder does not bear any change in the exchange rate.

15.3 Option B: The amount of the bid shall be directly made in the national and foreign currency at the rates fixed in the Special Regulations.

The bidder shall draw the unit prices of the price schedule and the prices of the bill of quantities and estimates in the following manner:

The prices of inputs necessary for the works which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country specified in the Special Regulations and called "national currency";

The prices of inputs necessary for works which bidder intends to procure out of the Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.

15.4 The Contracting Authority may request the bidders to explain the needs in national and foreign currencies and to justify that the amounts included in the unit and total prices and indicated in annex to the bids are reasonable; to this end, a detailed statement of their needs in foreign currencies shall be furnished by the bidder.

15.5 During the execution of the works, most of the foreign currency to be paid as part of Contract may be revised by mutual agreement between the Contracting Authority and the entrepreneur in a way as take account of any modification in the foreign currency needs within the context of the Contract.

Article 16: Validity of bids

16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in compliance.

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

16.3 Where the Contract does not include a price revision clause and that the period of validity of bids is extended by more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority addressed to bidders.

The updating period shall run from the date of overrun of sixty (60) days to the date of notification of the Contract or the Administrative Order for start of execution of works by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation of bids.

Article 17: Bid bond

17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his bid.

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

- 17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after Publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the Contract and furnished the required final bond.
- 17.6 The bid bond may be seized:
- if the bidder withdraws his bid during the period of validity;
 - (b) if the retained bidder:
 - i) fails in his obligation to register the Contract in application of article 38 of the General Regulations;
 - fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
 - refuses to receive notification of the Administrative Order to commence execution.

Article 18: Varying proposals of bidders

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

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

18.3 When according to the Special Regulations the bidders are authorized to directly submit the technical variants for certain parts of the works, these parts of the works must be described in the technical specifications. Such variants shall be evaluated on their own merit in accordance with the provisions of article 31(2) (g) of the General Regulations.

Article 19: Preparatory meeting to the establishment of bids

- 19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations.
- 19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.
- 19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) NJINIKOM.
- 19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General

Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.

19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of bids shall not be a reason for disqualification.

Article 20: Form and signature of bid

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

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

20.3 The bid shall bear no modification, suppression or alteration unless such corrections are initialed by the signatory(ies) of the bid.

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

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

21.2 The external and internal envelopes:

a) should be addressed to the Contracting Authority at the address indicated in the Special Regulations;

b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription **"TO BE OPENED ONLY DURING THE BID-OPENING SESSION"** as specified in the Special Regulations.

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

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

Article 22: Date and time-limit for submission of bids

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

22.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 10 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 23: Late bids

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

Article 24: Modification, substitution and withdrawal of bids

- 24.1 A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription "**WITHDRAWAL**", and "**REPLACEMENT BID**" or "**MODIFICATION**".
- 24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.
- 24.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.
- 24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

- 25.1 The NJINIKOM Council Internal Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked "**withdrawal**" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "**Replacement bid**" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "**modification**" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.

25.5 Bid- opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.

25.6 At the end of each bid- opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of Public Contract an initialled copy of the bids presented by bidders.

25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copies to the body in charge of the regulation of Public Contracts, the head of structure to which is attached the Tenders Board concerned.

- It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.

The Independent Observer attaches to his report the sheet that was handed to him, including any related commentaries or observations.

Article 26: Confidential nature of the procedure

26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made Public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of Public Contracts.

26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.

26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the Contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to with his bid may do so in writing.

Article 27: Clarifications on the bids and contact with the Contracting Authority

27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorized, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.

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

Article 28: Determination of compliance of bids

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

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

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

which substantially limits the scope, quality or realisation of the works;
which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the Contract;
Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.

28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.

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

Article 29: Qualification of the bidder

The Evaluation sub-committee shall ensure that the successful bidder retained for having submitted a bid substantially in compliance with the provisions of the Tender File, fulfils the qualification criteria stipulated in article 6 of the Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

Article 30: Correction of errors

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

where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.

if the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.

where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

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

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

Article 31: Conversion into a single currency

31.1 To facilitate the evaluation and comparison of bids, the Evaluation sub-committee shall convert the prices of bids expressed in various currencies into those in which the bid is payable in CFA francs.

31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

Article 32: Evaluation and comparison of financial bids

32.1 Only bids considered as being in compliance, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.

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

By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;

By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.

By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;

By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.

By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;

If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this Invitation to Tender is launched simultaneously for several lots.

If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

32.3 The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the Contract shall not be considered during the evaluation of bids.

32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this Contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

Article 33: Preference granted national bidders

National Contractors shall benefit from a margin of national preference during the evaluation of bids as provided for in the Public Contracts Code.

Article 34: Award

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

34.2 If, according to article 13(2) of the General Regulations, the Invitation to Tender comprises several lots, the lowest bid shall be determined by evaluating this Contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.

34.3 Any award of Contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

Article 35: The right by the Contracting Authority to declare an Invitation to Tender unsuccessful or cancel a procedure

The Contracting Authority reserves the right to cancel a procedure of Invitation to Tender after the authorisation of the Minister Delegate at the Presidency in charge of Public Contracts where the bids have been opened or to declare an Invitation to Tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

Article 36: Notification of award of the Contract

Before the expiry of the validity of the bids set in the Special Regulations, the Contracting Authority shall notify the preferred bidder by telecopy confirmed by registered mail or by any other means that his bid was retained. This letter will indicate the amount the Project Owner will pay the Contractor to execute the works and the execution time-limit.

Article 37: Publication of results of award and petitions

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

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

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

37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of Public Contracts, the Contracting Authority and the chairperson of the Tenders Board concerned.

It must take place within a maximum deadline of five (5) working days after the Publication of the results.

Article 38: Signing of the Contract

38.1 After Publication of the results, the draft Contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.

38.2 The Contracting Authority has a deadline of seven (7) days to sign the Contract from the date of reception of the draft Contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.

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

Article 39: Final Bond

39.1 Within twenty (20) days of the notification by the Contracting Authority, the Contractor shall furnish the Project Owner with a final bond, to guarantee the complete execution of the works.

39.2 The bond whose rate varies between 2 and 5 percent of the amount of the Contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.

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

39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the Contract under the terms laid down in the General Administrative Conditions.

Document N°. 3

SPECIAL REGULATIONS OF THE

INVITATION TO TENDER

Special regulations of the Invitation to Tender

| References of the General regulations | General |
|---------------------------------------|--|
| 1 | <p>Definition of works: REHABILITATION OF WOMBONG WATER SCHEME IN NJINIKOM MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION.</p> <p>Name and address of the Contracting Authority: The LORD MAYOR NJINIKOM COUNCIL</p> <p>Reference of Invitation to Tender: N° ____/ONIT/NC/NCITB/2021 OF ____/____/2021</p> |
| 2 | Execution deadline: ninety (90) days |
| 3 | <p>Source of financing Works which form the subject of this Invitation to Tender shall be financed by the 2021 Public Investment Budget of MINEE</p> |
| 4 | List of pre-qualified candidates, not applicable |

6.1 Evaluation criteria

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

Eliminatory criteria

ABSENCE OF A VALID BID BON WILL LEAD TO OUTRIGHT ELIMINATION

Absence or non-conformity of a document in the administrative file;
 Deadline for delivery higher than prescribed;
 False declaration or falsified documents;
 Absence or insufficient bid bond;
 A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
 Incomplete financial file;
 Change of quantity or unit;
 Non respect of 75% of essential criteria;
 Non completion of any project in previous years in the Country and suspended by MINMAP in 2020

Essential criteria

General presentation of the Tender Files;
 Financial capacity 25% of the project amount;
 References of the company in similar achievements;
 Quality of the personnel;
 Technical organization of the works;
 Safety measures on the site;
 Logistics;
 Attestation and report of site visit signed by the Contractor and backed by pictures ;
 Special Technical Clauses initialed in all the pages signed and stamped on the last page;
 Special Administrative Clauses completed and initialed in all the pages and signed at the last page.

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

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 75% of the essential criteria taken in account.

The Contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 75% of the essential criteria.

ARTICLE 6 : Language of the bids:

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

PRESENTATION OF THE TENDER.

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

- A) Administrative Documents
- B) Technical Documents

Financial Documents

5.1 External envelope.

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

**<< OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N°
10/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 OF/2021 OF/2021 FOR THE
REHABILITATION OF WOMBONG WATER SCHEME IN NJINIKOM
MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION.**

. >>

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

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

8.2 Internal envelopes

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

The first internal envelope shall be labeled;

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

ADMINISTRATIVE DOCUMENTS.

| DOCUMENT N° | DESCRIPTION |
|-------------|--|
| A.1 | Certified Copy of the Business Registration, not more than three months old. |
| A.2 | Declaration of intention to tender stamped with the tariff in force (written by the bidder). |
| A.3 | Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months. |
| A.4 | Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months. |
| A.5 | Purchase receipt of Tender File issued by Njinikom Council Treasury (40,000 fcfa) |
| A.6 | A bid bond of 414,200 FCFA (FOUR HUNDRED AND FOURTEEN THOUSAND TWO HUNDRED FRANCS CFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions |
| A.7 | An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP) |
| A.8 | An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time. |
| A.9 | A valid Certificate of imposition certified by the chief of center for taxation |
| A.10 | Business License (photocopy certified by the chief of center of Taxes, not more than three months). |
| A.11 | Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes. |
| A.12 | A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old. |
| A.13 | Plan and attestation of location of the Company signed by the Chief of Taxation |
| A.14 | Power of attorney if necessary |
| A.15 | Attestation of site visit signed by the contractor |

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

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

| DOCUMENTS..... 43 Yes | | | |
|---|--|--|--|
| <ul style="list-style-type: none"> • General presentation of the Tender document | | | |
| <ul style="list-style-type: none"> - Presence of intermediary separating papers - Pages are numbered - Document is spirally bound - Visa and Signed copy of Special Technical Conditions - Visa and Signed copy of Particular Administrative Conditions (Jobbing Order) | | | |
| <ul style="list-style-type: none"> • Personnel of the Enterprise [Engineer(s), Foreman and Co-ordinator.] | | | |
| <ul style="list-style-type: none"> - Detailed technical note on the quality of the personnel, their level of education as well as their experience in the domain of RURAL ENGINEERING / PLUMBING | | | |
| Engineer: | | | |
| <ul style="list-style-type: none"> - Professional experience of the project engineer \geq 03 years (signed CV) <ul style="list-style-type: none"> ➤ CV signed by the candidate, ➤ certified ID dated ➤ presentation of originals dated ➤ A certified copy of the technical diploma ➤ An attestation of availability signed by the candidate | | | |
| Higher technician: | | | |
| <ul style="list-style-type: none"> - Professional experience of the Higher Tech. \geq 03 years (signed CV) <ul style="list-style-type: none"> ➤ CV signed by the candidate, ➤ certified ID dated ➤ presentation of originals dated ➤ A certified copy of the technical diploma ➤ An attestation of availability signed by the candidate | | | |
| Technician: | | | |
| <ul style="list-style-type: none"> - Professional experience of the Tech. \geq 03 years (signed CV) <ul style="list-style-type: none"> ➤ CV signed by the candidate, ➤ certified ID dated ➤ presentation of originals dated ➤ A certified copy of the technical diploma ➤ An attestation of availability signed by the candidate | | | |

| | | |
|---|--|--|
| <ul style="list-style-type: none"> • References of the Enterprise in the domain of water. Certified true copies of the Jobbing Order and the minutes of the Final or Provisional Acceptance of water project(s) realized by the Enterprise, if any ... <ul style="list-style-type: none"> - More than Two Final or Provisional Acceptance Reports - Two Final or Provisional Acceptance Reports - One Final or Provisional Acceptance Report Certified true copies of Jobbing Orders or Contracts on water Projects realized by the Enterprise : <ul style="list-style-type: none"> - More than two (02) projects - At least two (02) projects - One (01) project only - Have you constructed a water infrastructures/distribution networks)? - More than one kilometres - Two kilometres - Less than One kilometre - Have you constructed a water reservoirs/treatment stations)? | | |
| <ul style="list-style-type: none"> • Equipment of the Enterprise <ul style="list-style-type: none"> <input type="checkbox"/> Certified true copies of vehicle documents signed not more than 3 months <input type="checkbox"/> List of key equipment and proof of ownership or hired (yard truck, GPS device, wheelbarrows, spades, dig axes, service cord, set of screws drivers, etc | | |
| <ul style="list-style-type: none"> • Methodology for executing the works. <ul style="list-style-type: none"> - Detailed technical description of the works to be executed, in conformity with execution plans - Organizational chart of the project - Manpower deployment schedule - Execution timeframe with a maximum deadline of four (04) months - Acceptable planning - Genuine Report of Worksite - Attestation of Site Visit | | |
| <ul style="list-style-type: none"> ▪ Capacity to Pre-finance. <ul style="list-style-type: none"> <input type="checkbox"/> By 25% personal financial means (bank statement) | | |

ENVELOPE C- FINANCIAL FILE

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

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

Supply price

ARTICLE 8: Currency of payment

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

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

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

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

ARTICLE 9: Transport and delivery

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

ARTICLE 10: Guarantee and retention guarantee

10.1 Provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed at -----

The time of validity of this guarantee is sixty (60) days as from the date of depositing of the offers.

10.2 Final Bond

The final Bond is fixed at two percent (2%) of the initial amount of the services envisaged in the country.

It could be replaced by a guarantee personal and interdependent of a banking house approved by the Ministry of Finances following COBAC conditions.

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

10.3 Guarantee Retention

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

ARTICLE 11: Period of validity of the offers

The bidder will remain committed to his offer for sixty (60) days as from the handover date of the offers.

If at the end of this period, the Contract were not notified to him, the bidder will be able, either to cancel his offer, or to ask for a new negotiation of the unit prices.

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

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

**<< OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N° ____ N°
10/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 OF/....../2021 OF/....../2021 FOR THE
REHABILITATION OF WOMBONG WATER SCHEME IN NJINIKOM
MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION.**

.. >>

TO BE OPENED ONLY DURING THE OPENING SESSION»

ARTICLE 13: Date and latest time of deposit of offers

The offers will have to arrive under closed fold and seal latest __/__/2021 at 10:00AM, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

THE SERVICE OF THE CONTRACTING AUTHORITY, THE LORD MAYOR NJINIKOM COUNCIL

Beyond this time no offer will be received nor accepted.

ARTICLE 14: Opening of the tenders

The opening of the folds will be carried out in the conference room of the NJINIKOM Council Internal Tenders' Board on __/__/2021 as from 11:00AM, by the Council Tender Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

AWARD OF THE CONTRACT

ARTICLE 15: Award of the Contract

The Tenders Board will propose to the Contracting Authority to award the Contract to the bidder who will have presented the offer with the lowest offer, essentially conforming to the regulations the Tender File, having satisfied to **100% of all the eliminatory criteria and at least 75% of the essential criteria** taken into account.

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

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

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

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

ARTICLE 16: COMMENCEMENT OF WORK:

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

- ❖ The Authorizing Officer or his representative,(CHAIRPERSON)
- ❖ The Contract Engineer, Divisional Delegate for MINEE Boyo or his representative...(SEC.)
- ❖ **The Council Development Officer (CDO)(Member)**
- ❖ The Follow-up Engineer, The Divisional chief of service for WATER MINEE Boyo ...(Member)
- ❖ DD MINMAP BOYO(Member)
- ❖ The Contract Manager (SG Njin. Council)(Member)
- ❖ The Representative of the Beneficiary Community(Member)
- ❖ The Contractor(Observer)

Document N°. 4
SPECIAL ADMINISTRATIVE CONDITIONS
(SAC)

Table of contents

Chapter I: General

- Article 1 - Subject of the Contract
- Article 2 - Award procedure
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Language, applicable law and regulations
- Article 5 - Constituent documents of the Contract (article 4 of GAC)
- Article 6 - General applicable instruments
- Article 7 - Communication (GAC articles 6 and 10 supplemented)
- Article 8 - Administrative Orders (article 8 of GAC supplemented)
- Article 9 - Contracts with conditional phases (article 15 of GAC)
- Article 10 - Contractor's personnel (article 15 of GAC supplemented)

Chapter II: Financial conditions

- Article 11 - Guarantees and bonds (articles 29 and 41 of GAC supplemented)
- Article 12 - Amount of Contract (articles 18 and 19 supplemented)
- Article 13 - Place and method of payment
- Article 14 - Price variation (article 20 of GAC)
- Article 15 - Price revision formulas
- Article 16 - Price updating formulas (article 21 of GAC)
- Article 17 - Work under State supervision (article 22 of GAC supplemented)
- Article 18 - Evaluation of works (article 23 supplemented)
- Article 19 - Evaluation of supplies (article 24 of GAC supplemented)
- Article 20 - Advances (article 28 of GAC)
- Article 21 - Payments for the works (articles 26, 27 and 30 of GAC supplemented)
- Article 22 - Interests on overdue payments (article 31 of GAC supplemented)
- Article 23 - Penalties for delay (article 32 of GAC supplemented)
- Article 24 - Payment in case of a group of enterprises (article 33 of GAC)
- Article 25 - Final detailed account (article 35 of GAC)
- Article 26 - General detailed account (article 35 of GAC)
- Article 27 - Tax and customs schedule (article 36 of GAC)
- Article 28 - Stamp duty and registration (article 37 of GAC)

Chapter III: Execution of the works

- Article 29 - Nature of works
- Article 30 - Obligations of the Project Owner (GAC supplemented)
- Article 31 - Execution deadline of Contract (article 38 of GAC)
- Article 32 - Roles and responsibilities of the Contractor (article 40 of GAC)
- Article 33 - Making available documents and site (article 42 of GAC)
- Article 34 - Insurance of structures and civil responsibility (article 45 of GAC)
- Article 35 - Documents to be furnished by the Contractor (article 49 supplemented)
- Article 36 - Organisation and security of sites (article 50 of GAC)
- Article 37 - Implantation of structures (article 52 of GAC)
- Article 38 - Sub-Contracting (article 54 of GAC)
- Article 39 - Site laboratory and trials (article 55 of GAC)
- Article 40 - Site logbook (article 56 of GAC supplemented)
- Article 41 - Use of explosives (article 60 of GAC)

Chapter IV: Acceptance

- Article 42 - Provisional acceptance (article 67 of GAC)
- Article 43 - Documents to be furnished after execution (article 68 of GAC)
- Article 44 - Guarantee time-limit (article 70 of GAC)
- Article 45 - Final acceptance (article 72 of GAC)

Chapter V: Miscellaneous provisions

- Article 45 - Termination of the Contract (article 74 of GAC)
- Article 46 - Force majeure (article 75 of GAC)
- Article 47 - Differences and disputes (article 79 of GAC)
- Article 48 - Drafting and dissemination of this Contract
- Article 49 and last: Entry into force of the Contract

Chapter I: General

Article 1: Subject of Contract

The subject of this Contract shall be **REHABILITATION OF WOMBONG WATER SCHEME IN NJINIKOM MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION.**

Article 2: Contract award procedure

This Contract shall be awarded by OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE
N° N° _____/ONIT/NC/NCITB/2021 OF ____/____/2021

Article 3: Definitions and duties (article 2 of GAC supplemented)

1.1. General definitions (cf. Code)

- ✓ The Contracting Authority shall be the LORD MAYOR NJINIKOM COUNCIL; in this respect he preserves the original documents relating to the Jobbing Order and transmits copies to the Public Contract Regulatory Agency.
- ✓ The **CONTRACT ENGINEER** shall be the **DIVISIONAL DELEGATE OF WATER RESOURCES AND ENERGY FOR BOYO**
- ✓ The Follow-up Engineer shall be the **DIVISIONAL CHIEF OF SERVICE OF WATER FOR BOYO**. In this capacity, he shall notify the Contractor; the Service Orders related to the execution of the said project and inform the Contract Engineer within 48 hours. He shall take care of the regular follow-up of work at the site.
- ✓ The **Project Manager** shall be the **COUNCIL DEVELOPMENT OFFICER FOR NJINIKOM COUNCIL (CDO)**, charged with the daily **MONITORING AND EVALUATION** project and report to the Contracting Authority and other related services
- ✓ The SG of Njinikom Council be the Contract Manager
- ✓ **The Contractor shall be [to be specified].**

2.2. Security

This Contract may be used security subject to any form of transfer of the debt.

In this case:

- The authority in charge of ordering payment shall be *the Mayor of NJINIKOM Council*
- The authority in charge of the clearance of expenditures shall be *the DIVISIONAL CONTROLLER OF FINANCE - BOYO*
- The body or official in charge of payment shall be *the Municipal Treasurer NJINIKOM Council.*
- The official competent to furnish information within the context of execution of this contract shall be *the Project Owner (Mayor NJINIKOM Council).*

2.3. Duties of the Control Mission, Project Manager

1.1.1. Missions [not applicable].

1.1.2. Means put at the disposal of the Control Mission [not applicable].

Article 4: Language, applicable law and regulation

2.2. The language to be used shall be *[English and/or French].*

2.3. The Contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the Contract.

If the laws and regulations in force at the date of signature of this Contract are amended after the signature of the Contract, the possible direct resulting costs shall be taken into account without gain or loss for either party.

Article 5: Constituent documents of the Contract (Article 4 of GAC)

The constituent Contractual documents of this Contract are in order of priority: *(to be adapted to the nature of the works)*.

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular elements necessary for the determination of the Contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) Plans, calculation notes, trial documents, geotechnical documents;
- 7) The General Administrative Conditions applicable on Public works Contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the Contract.

Article 6: General instruments in force

This Contract shall be governed by the following general instruments *[to be adapted according to the case]*:

1. Framework Law No. 96/12 of 5th August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree No. 2001/048 of 23rd February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
5. Decree No. 2003/651/PM of 16th April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
6. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code;
7. Decree No. 2012/074 of 8th March 2012 relating to the Creation, Organization and Functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
8. Decree No. 2012/075 of 8th March 2012 to organize the Ministry in charge of Public Contracts;
9. Circular No. 001/CAB/PR of 19th June 2012 relating to the Award and Control of Execution of Public Contracts;
10. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
11. Circular *[to be indicated as applicable]* relating to the Execution, and Control of Execution of the Budget of the State, Public Administrative Establishments and Regional and Local Authorities and other bodies receiving government subsidies
12. Unified Technical Documents (DTU) for building works;
13. Applicable standards;
14. Other instruments specific to the domain concerned with the Contract.

Article 7: Communication (Articles 6 and 10 supplemented)

7.1 All notifications and written communication within the framework of this Jobbing order shall be sent to the following address:

In the case where the contractor is the addressee : beyond the time-limit of 15 days fixed in Article 6 (1) of the GAC to make his domicile known to the Chief of Service and immediately after completion of the works, correspondences shall be validly address to council where the Contractor Resides.

In the case where the Delegated contracting authority in the addressee: The Regional Delegate of Public Contracts for North West Region with copies addressed to the Chief of Service and the Engineer.

- 2.2. The contractor shall address all written notifications or correspondences to the Engineer with a copy to the Chief of Service.

Article 8: Administrative Orders (Article 8 of GAC)

The various Administrative Orders shall be established and notified as follows:

- 1.1. The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the Contractor by the Project Owner with a copy to the Contracting Authority, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.
- 1.2. Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 1.3. Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the Contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority and Contract Manager.
- 1.4. Administrative Orders serving as warnings shall be signed by the Contracting Authority and notified to the Contractor by the Contract Engineer with a copy to the Project Owner and Project Manager.
- 1.5. Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by the Contract Engineer to the Contractor with a copy to the Project Owner, Contract Manager and Project Manager.
- 1.6. Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the Contractor by the Contract Engineer.
- 1.7. The Contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 1.8. Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Project Manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.**

Article 9: Contracts with conditional phases (Article 9 of GAC)

- 1.1. *[Specify if the Contract has one or several phases]*
At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the Contractor. This attestation shall condition the start of the following conditional phase.
- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

Article 10: Contractor's equipment and personnel (Article 15 of GAC supplemented)

- 1.1. Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the Contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
- 1.2. In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has **5 (five) days** to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 1.3. Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the Contract as mentioned in article 45 NJINIKOM or the application of penalties *[to be specified where need be]*.

Chapter II: Financial conditions

Article 11 Guarantees and bonds (Articles 29 and 41 of GAC)

11.1 Final bond

The final bond shall be set at 2 % of the amount of the Contract, inclusive of all taxes.

It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days of the notification of the Contract.

The bond shall be returned or the guarantee released within one month following the date of provisional acceptance of the works, following a release issued by the Contracting Authority upon request by the Contractor.

2.2. Performance bond

The retention fund shall be set at 10 % of the amount of the Contract, inclusive of all taxes.

The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the **Contracting Authority** upon request by the Contractor.

2.3. Guarantee of start-off advance

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

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

Article 12: Amount of the Contract (Articles 18 and 19 of GAC supplemented)

The amount of this Contract as indicated by the attached *[detail or estimates]* is _____ (in figures) _____ (in letters) CFA francs Inclusive of All Taxes; that is:

- / Amount exclusive of VAT: _____ (_____) CFA F
- / Amount of VAT: _____ (_____) CFA F.
- / Amount of TSR and/or _____ CFA F
- / Net to be paid= EVAT-TSR and/or AIR

Article 13: Place and method of payment

The Project Owner shall release the sums due in the following manner:

For payments in CFA francs (*amount in figures and letters exclusive of taxes*) by credit to account No. _____ opened in the name of the Contractor in the _____ bank.

For payments in foreign currencies (*amount in figures and letters exclusive of taxes*) by credit to account N°. _____ opened in the name of the Contractor in _____ bank.

Article 14: Price variation (Article 20 of GAC)

- 1.1. Prices shall be firm.

Payments on account made to the Contractor as advances shall not be revisable.
Revision shall be "frozen" upon expiry of the Contractual time-limit, except in the case of price reductions.

- 1.2. Price updating modalities (not applicable)

Article 15: Price revision formulae (article 21 of GAC)
(not applicable)**Article 16: Price updating formulae (article 21 of the GAC)**
(not applicable)**Article 17: Works under State supervision (Article 22 of GAC supplemented)**

- 1.1. The percentage of works under State supervision shall be *[must not exceed 2 %]* of the amount of the Contract and its additional clauses, where applicable.
- 1.2. In the case where the Contractor were invited to execute works under State supervision, the submitted and duly justified expenditures shall be reimbursed to him under the following conditions:
 - / The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
 - / The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;
 - / The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
 - / Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;
 - / The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the Contractor's unforeseen.

Article 18: Evaluation of works (article 23 of the GAC)

The work done shall be evaluated using the unit price.

Article 19: Evaluation of supplies (article 24 of the GAC supplemented)

- 1.1. *[indicate, where applicable, the modalities for payment of supplies].*
- 1.2. No security shall be requested for payments on account on supplies.

Article 20: Advances (article 28 of the GAC)

- 1.1. The Contracting Authority may grant a start-off advance equal to 20 % of the amount of the Contract.
- 1.2. This advance whose value cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the Contractor during the execution of the Contract according to the modalities laid down in the Special Administrative Conditions.
- 1.3. The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the Contract.

- 1.4. As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the Contractor.
- 1.5. The possibility of granting start-off advance or advance for supplies must be expressly stipulated in the Tender File.

Article 21: Payment for works (articles 26, 27 and 30 of the GAC supplemented)

1.1. Establishment of works executed

Before the 30th of each month, the Contractor and the Project Manager 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.

2.2. Monthly detailed account

No later than the fifth (5th) of the month following the month of the services, the Contractor shall hand over to the Project Manager 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:

- 1 [100-1.1 and/or - (7.5 or 15%)] paid directly into the account of the Contractor;*
- 1 2.2 Or 5.5 % paid to the Njinikom Council Treasury as AIR due by the Contractor.*
- 1 7.5% or 15% paid into the Njinikom Council Treasury as TSR due by the Contractor.*

The amount of payment on account shall not exceed the value of the technical execution phases carried out.

Payment on account may be spread over the duration of the execution of the Jobbing Order according to technical execution phases as defined in the Jobbing order.

Payment on account shall take place within thirty (30) days from the date of transmission to the competent accounting officer, of the documents giving entitlement to payment.

The contractor shall transmit seven (7) copies of the partial invoices to the Engineer for approval before the 5th of the month following the works executed.

The Engineer shall within a time-limit of seven (7) days forward the approved partial invoices to the Chief of Service.

The Chief of Service has a maximum time-limit of twenty-one (21) days to sign the partial invoice and to produce the documents giving entitlement to payment on account and transmit same to the competent accounting officer.

3.3. Detailed account of start-off account (if applicable).

Article 22: Interest on overdue payments (Article 31 of the GAC)

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

Article 23: Penalties (Article 32 of the GAC supplemented)

Penalties for delay

- 1.1. The amount set for penalties for delays shall be set as follows:

One two thousandth (1/2000th) of the initial Contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the Contractual time-limit;

One thousandth (1/1000th) of the initial amount of the Contract inclusive of all taxes per calendar day beyond the 30th day.

- 1.2. The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial Contract inclusive of all taxes.

Specific penalties [amount to be indicated]

- 1.3. Independently of penalties for overrun of Contractual time-limit, the Contractor shall be liable for the following special penalties for the non-observation of the provisions of the Contract, especially:

- / Late submission of final bond;
- / Late submission of insurances;
- / Late submission of the draft execution schedule if the lateness is caused by the Contractor.

Article 24: Payment in case of a group of enterprises (article 33 of the GAC)

1. In the case of a group of enterprises, indicate the method of payment of co- and sub-Contractors, where need be.
2. Indicate the method of payment of sub-Contractors, where need be.

Article 25: Final detailed account (article 34 of the GAC)

- 1.1. After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional acceptance, the Contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarizes the total sums to which the Contractor may be entitled as a result of the execution of the whole Contract.
- 1.2. *The Contract Engineer has up to thirty (30) days to notify the corrected and approved draft to the Project owner.*
- 1.3. *The Contractor has up to thirty (30) days to return the corrected and approved final detailed account to the competent accounting officer.*

Article 26: General and final detailed account (article 35 of the GAC)

- 1.1. The Contract Manager or the Project Manager has up to thirty (30) days to *establish the general detailed account and forward to the Contractor after final acceptance.*

At the end of the guarantee period which results in the final acceptance of the works, the Authorising Officer draws up the general and final detailed accounts of the Contract which he had signed jointly by the Contractor and the Contracting Authority. This detailed account includes:

- / the final detailed account,
- / the balance
- / the summary of monthly payments on account.

The signing of the general and final detailed account without reservation by the Contractor definitely binds the two parties, puts an end to the Contract, except with regard to interest on overdue payments.

- 2.2. The Contractor has up to thirty (30) days to return the signed final detailed account.

Article 27: Tax and customs regulations (article 36 of the GAC)

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;

- I Dues and taxes attached to the execution of services provided for in the Contract;
- ☐ Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
 - ☐ Council dues and taxes;
 - ☐ 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 28: Stamp duty and registration of Contracts (article 37 of GAC)

Seven (7) original copies of the Contract shall be stamped by and at the cost of the Contractor, in accordance with the applicable regulations.

Chapter III: Execution of works

Article 29: Nature of the works (article 46 of GAC)

The works shall include especially: (position or volume of works)

(To be specified cf. Special Technical Conditions)

Article 30: Roles and responsibilities of the Project Owner (GAC supplemented)

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

30.2 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 31: Execution time-limit of the Contract (article 38 of the GAC)

31.1 The time-limit for the execution of the works forming the subject of this Contract shall be **one hundred and twenty (120) days**.

31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works.

Article 32: Roles and responsibilities of the Contractor (article 40 of the CAG)

The detailed and general plan of progress of the works shall be communicated to the Contract Engineer in five (05) copies at the beginning of each.

Article 33: Provision of documents and site (article 42 of the GAC)

A reproducible copy of the plans featuring in the Tender File shall be submitted by the Contract Engineer.

The Project Owner shall make available the site and access ways to the Contractor at the appropriate time as the works progress.

Article 34: Insurance of structures and civil liabilities (article 45 of GAC)

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

Article 35: Documents to be furnished by the Contractor (Article 49 of the GAC supplemented)

1.1. Programme of works, Quality Assurance Plan and pegging map.

Within a minimum deadline of *fifteen (15) days* from the date of notification of the Administrative Order to commence execution, the Contractor shall submit in *six (6) copies* for the approval of project owner after

the endorsement of the Contract Engineer the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable and the electricity network pegging map at scale 1/2500.

This programme shall be exclusively presented according to the furnished models.

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 Manager or the Project Manager 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 Project Owner 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 Project engineer. After approval of the execution schedule by the Contract Manager, 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 Engineer 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.

2.2. Execution draft

The execution plan documents (calculations and drawings) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the Contract Engineer at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.

The Contract Engineer has a deadline of five (05) days to examine and make known his observations. The Contractor then has a deadline of (04) four days to present a new file including the said observations.

35.3 In case of the non-observance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

Article 36: Organization and safety of sites (article 50 of the GAC)

1.1. Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work. It must have the following characteristics: Height = 2.80m, width=1.20m, board thickness=2.5cm at 1.20m above the ground level. The Contract Engineer shall put the Contractors' disposal the text to be used.

2.2. The services to inform in case of interruption of traffic or along the deviated itinerary: [To be specified in accordance with article 50(2) of the GAC].

- 2.3. Indicate the special measures demanded of the Contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

Article 37: Implantation of structures

The Project Manager shall notify within [five] days following the date of notification of the Administrative Order to commence work, the basic points and levels of the project.

Article 38: Sub-Contracting (article 54 of the GAC)

The part of the works to be sub-Contracted shall be 30 % of the initial amount of the Contract and its additional clauses.

Article 39: Site laboratory and trials (article 55 of GAC)

- 1.1. Indicate if necessary the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.
- 1.2. The Contract Manager has a deadline of three days to approve the Contractor's personnel and laboratory as soon as the request is made.

Article 40: Site logbook (article 56 of the GAC supplemented)

- 1.1. The Site logbook must be systematically jointly signed by the Project Manager or Engineer, where need be and the Contractor's representative each day.
- 1.2. It is a joint document in a single copy. Its pages must be numbered and initialed. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.

Article 41: Use of explosives (article 60 of the GAC)

Chapter IV: Acceptance

Article 42: PROVISIONAL ACCEPTANCE

42.1 PRE- ACCEPTANCE OPERATIONS

Before the acceptance of the works the Contractor shall ask in writing to the Contract Engineer, to organize a technical visit for pre-acceptance. This visit shall include the following operations.

- Qualitative and quantitative evaluations of the different works that have been executed.
- Findings and statement of the unexecuted task envisaged in the present jobbing order.
- Findings relative to the completion of the work
- Findings on the quantity of works that have been effectively realized

These operations shall be subject to a site report drawn up on the field, signed by the following.

- Contract Engineer,
- Contractor.

During this pre-reception, the Engineer shall eventually specify the reserves to be lifted and the corresponding works to be effected before the reception. The Engineer shall fix the reception date in collaboration with the chief of service for the Contract.

42.2 Acceptance

The acceptance commission shall comprise:

- ❖ The Authorizing Officer or his representative,(CHAIRPERSON)
- ❖ The Contract Engineer, Divisional Delegate for MINEE Boyo or his representative...(SEC.)
- ❖ **The Council Development Officer (CDO)(Member)**
- ❖ The Follow-up Engineer, The Divisional chief of service for WATER MINEE Boyo ...(Member)
- ❖ DD MINMAP BOYO(Observer)
- ❖ DD MINEPAT BOYO(Member)

- ❖ The Divisional Delegate of MINDEVEL(Member)
- ❖ The Representative of the Beneficiary Community(Member)
- ❖ The Contract Manager (SG)(Member)
- ❖ The stores accountant of Njinikom council(Member)
- ❖ The Contractor(Observer)

The commission shall examine the report of the pre-acceptance and shall proceed to the acceptance. An acceptance report (process - verbal) of the works shall be prepared by the Contract Engineer and sign by all the commission members.

N/B *Where the case may be, 2/3 of the members of the committee shall constitute a quorum. The minutes of the above process must mention clearly that the process took place in the presence of MINMAP as an OBSERVER, stating his name, function and grade. The representative of MINMAP shall not sign the attendance sheet but shall sign a separate page attached to the minutes.*

ARTICLE 43: DOCUMENTS TO BE FURNISHED AFTER EXECUTION

43.1 The contractor shall furnish within one (1) month after completion of the works three (3) copies of all working documents and drawings as executed, especially those relevant to the exploitation and maintenance of the works.

43.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with Article 43.1 above.

Article 44: GUARANTEE PERIOD.

The guarantee period is one (01) year from the date of the provisional acceptance.

Article 45: Final acceptance (article 72 of the GAC)

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

The procedure for final acceptance shall be the same as for provisional acceptance

Chapter V: Sundry provisions

Article 46: Termination of the Contract (article 74 of the GAC)

The Contract may be terminated as provided for in SECTION 180 OF DECREE No 2018/366 OF 20TH JUNE 2018

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

Article 47: Case of force majeure (article 75 of the GAC)

If the Contractor were to raise the issue of force majeure, the thresholds NJINIKOM which claims shall not be admitted are:

- / Rainfall: 200 millimetres in 24 hours;
- / Wind: 40 metres per second;
- / Flood: decennial flood frequency.

Article 48: Disagreements and disputes (article 79 of the GAC)

Disagreements and disputes resulting from the execution of this Contract may be settled amicably. Where no amicable solution can be found for a disagreement, it is brought before *the competent court in the North-West Region of the Republic of Cameroon*.

Article 49: Production and dissemination of this Contract

SEVEN (07) copies of this Contract shall be produced at the cost of the Contractor and furnished to the Contract Manager.

Article 49 and last: Entry into force of the Contract

This Contract shall be final only upon its signature by the Contracting Authority. It shall enter into force as soon as it is notified to the Contractor by the Contracting Authority.

Document N°. 5

**SPECIAL TECHNICAL CONDITIONS
(STC)**

CHAPTER 1 – GENERAL INFORMATION

Article 1 EQUIVALENCY OF STANDARDS AND CODES

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

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

Article 2 LOCATION OF WORKS AND VOLUME OF WORK

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

Their location is defined on the locations and communities in various Divisions of the North West Region. The various works to be executed are detailed in the bill of quantities and the execution drawings conform to

the typical drawings for model plans in the consultation dossier.

Article 3 GENERAL INSTRUCTIONS

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

CHAPTER II – ORIGIN, QUALITY AND PREPARATION OF MATERIALS

Article 4 QUALITY AND SUPPLY OF MATERIALS

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

Article 5 SAND

The nature and origin of sand remains subject to the Supervisor's approval, it shall be obtained from rivers or through crushing. The sand component should be more 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/m³ and 10cm thick.

- Mass concrete for foundations shall be PC 250kg/m³ and thickness as shown on the plans
- Reinforced concrete for floor and roof slabs, covers foundations shall PC 350kg/m³ and thickness as shown on the plans
- Mass concrete for catchment works: All concrete in catchment construction shall be PC400KG/M³

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 | 2.3 | 1.6 | 6.5 | 13.7 |
| | | | 2.8 | 3.3 | 2.5 | 10.3 | |
| 32 | 0.5 | 0.3 | 2.4 | 2.9 | 1.6 | 6.5 | 13.7 |
| | | | 3.6 | 4.2 | 2.5 | 10.3 | |
| 40 | 0.5 | 0.3 | 3 | 3.5 | 1.6 | 6.5 | 13.7 |
| | | | 4.5 | 5.2 | 2.5 | 10.3 | |
| 50 | 0.5 | 0.3 | 3.7 | 4.3 | 1.6 | 6.5 | 13.7 |
| | | | 5.6 | 6.4 | 2.5 | 10.3 | |
| 63 | 0.8 | 0.3 | 3 | 3.5 | 10 | 4 | 13.7 |
| | | | 4.7 | 5.4 | 6.3 | 6.5 | |
| | | | 7.1 | 8.1 | 4 | 10.3 | |

| | | | | | | | |
|-----|-----|-----|-------------------|--------------------|-------------------|----------------------|------|
| 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 : ± 1 mm

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

Socket length : ± 0.6 mm

10.1 Control tests for pipes

a) Length

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

b) External diameter

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

c)

Thickness

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

Table B: Thickness verification

| N° of pipes in the lot | N° of pipes randomly selected for verification | N° of bad pipes X | |
|------------------------|--|-------------------------|-------------------------|
| | | Lot accepted if X max = | Lot rejected if X min = |

| | | | |
|-------------|----|---|---|
| 100 – 199 | 10 | 2 | 3 |
| 200 – 299 | 15 | 3 | 4 |
| 300 – 499 | 20 | 3 | 4 |
| 500 – 899 | 25 | 5 | 6 |
| 899 – 1300 | 30 | 6 | 7 |
| 1300 – 3200 | 40 | 8 | 9 |

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

d) Socket length

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

e) Shrinkage cracks

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

f) Internal pressure

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

g) Impact

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

Table C: Impact test schedule

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

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

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

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

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

10.2 Fittings specifications

Contractors are required to strictly respect standards and specifications.

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

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

CHAPTER III – METHOD OF EXECUTION

Article 11 GENERAL INFORMATION

11.1 Safety Measures

The Contractor shall be required to place at the entrance to the works site and in its vicinity, signboards indicating that works is underway and he shall be responsible for any accident that occurs on the works site and / or suffered by a third party, his staff and employees and officials of the Administration as a result of their presence on the works site. Organization 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 m³ of sand with the biggest sand grain being

4mm.

The visible sides of the stone masonry must be regular. The minimal sizes of the sides must not be less than 15 (fifteen) cm

M 450 mortar shall be used for the finishing of the external joints.

Article 13 MORTAR AND CONCRETE

13.1 Mortar

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

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

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

13.2 Concrete

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

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

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

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

Article 14 POINTING AND PLASTERING

14.1 Pointing

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

14.2 Plastering

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

Article 15 PLUMBING WORKS

Description

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

specifications and plans.

Construction methods

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

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

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

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

Only skilled plumbers shall be employed on any plumbing work.

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

Method of measurement

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

Basis of payment

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

Article 16 EXCAVATIONS OF TRENCHES

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

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

Article 17 NOMENCLATURES OF WORKS

17.1 Setting out of works

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

17.2 Earth Works

17.2.1 Description

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

17.2.2 Construction methods

Excavation

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

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

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

Backfill for the piping system shall be performed by the local communities. Backfill for all other items shall be performed by the contractor. No

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

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.

INVENTORY SHEET FOR WATER POINT

| | | | |
|---------|--|--------------------|--|
| Name | | Date of collection | |
| Surname | | | |
| Address | | | |

[illegible][illegible]

Construction Year | | | |

[illegible]

GEOGRAPHICAL LOCATION

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|

[illegible][illegible][illegible]

61

COORDINATES

[illegible]

| | | | | | | | |
|--|--|--|--|--|--|--|--|
| | | | | | | | |
|--|--|--|--|--|--|--|--|

| | | | | | | | |
|--|--|--|--|--|--|--|--|
| | | | | | | | |
|--|--|--|--|--|--|--|--|

[illegible]

1 1 1 1 1 1 1 1

1 1 1 1 1 1 1 1

A horizontal number line with arrows at both ends. There are 11 tick marks labeled 0, 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10. The rectangular region between the tick marks for 0 and 1 is shaded in gray.

7

.....

- 1 : Market
2 : School
3 : Hospital
4 : Administration
5 : Stop point on highway
6 : Household

CHARACTERISTICS OF WATER POINT

TYPE OF WATER POINT :

- 0 : Others
- 1 : Wells
- 2 : Borehole
- 3 : Tower AEP
- 4 : Standpipe
- 5 : Source

Other Information

...

NATURE WATER POINT

NATURE OF WATER POINT:

- 0 : Others
- 1 : Modern well
- 2 : Equipped well(PMH)
- 3 : Equipped borehole PMH
- 4 : AEPP
- 5 : AEPP
- 6 : AEP Mixte 7
- : Source
- 8 : Source Rehab

Other Information

STATE OF STRUCTURE:

- 1 : Functional
- 2 : Partially functional 3 :
- Non functional

Observation:

NATURE OF BREAKDOWN

- 1 : no fuel for the pump
- 2 : pump damaged
- 3 : broken tab
- 4 : broken pipes
- 5 : no spare parts
- 6 : other information :

EQUIPEMENT

GRAVITY:

- 0 : Others
- 1 : Generator
- 2 : submerge Pump or surface (solar)
- 3 : submerge Pump or surface (wind) 4
- 3 other information

PMH

Pump mark :

- 0 : Other
- 1 : Vergnet
- 2 : Indian mark II
- ou III 3 : Rope
- 4 other information.....

MANAGEMENT OF HYDRAULIC STRUCTURE /WATER POINT

FUNDING MODE :

- 0 : others
- 1 : Comitee water point 2
- : Private management
- 3 : Council 4 : None

FUNDING :

- 0 : others
- 1 : Payable (flat-rate/family)
- 2 : Volumetric
- 3 : none payable

Other information :.....

Other information:.....

MAINTENANCE

- 0 : others
1 : Artisan repairer
2 : Réparateur villager
3 : Private operator
4 : Administration
5 : other information :

NUMBER OF CONSUMERS

- ☐ 0_200
☐ 201_350
☐ 351_500
☐ 501_700
☐ More than 701
☐ Imprecise

PRINCIPAL USES

- ☐ Domestic
☐ Animals
☐ Irrigation
☐ Institutions (schools, hospital etc)
☐ Industries
☐ others :

Enough water quantity ?

|| yes ☐ no

Observation :

.....

WATER QUALITY

Physico-chemical parameters

pH

- ☐ Acidic
☐ Basic

CONDUCTIVITY

Organoleptic Parameter

Color

- ☐ bright
☐ Disorder

Taste

- ☐ Acceptable
☐ bad
☐ dirty
☐ others :

Odour

- ☐ Acceptable
☐ Bad

Pollutant indicators Parameter

- ☐ Ammonium
- ☐ Nitrogen kjeldahl
- ☐ Total Nitrogen
- ☐ Nitrates

Toxic Parameters

- ☐ Arsenic
- ☐ Nickel
- ☐ Cyanides
- ☐ Lead
- ☐ Chromium

PHYSICAL CHARACTERISTICS:

| | | | |
|-----------------------|---|-------------------------|---|
| Water height: | <input type="text"/> <input type="text"/> ° <input type="text"/> <input type="text"/> ' <input type="text"/> <input type="text"/> (m) | Drawdown : | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> (m) |
| Static level: | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> (m) | Exploitation flowrate: | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> (m ³ /h) |
| Top strainer level: | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> (m) | Specific flowrate : | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> (m ³ /h/m) |
| Diametre: | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> (mm) | Network length : | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> (m) |
| Depth: | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> (m) | Number of subscribers : | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |
| Storage capacity : | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> (m ³ /l) | Number standtaps : | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |
| Storage Coefficient : | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> (m) | Piping distribution : | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |
| Piping distance: | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> (m) | Number standtaps : | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |

ENVIRONMENT

Less than 35 m :

- Non public sanitation available :

☐ yes ☐ no

Less than 50 m :

- . Available drainage network :

☐ yes ☐ no

- . Residence :

☐ yes ☐ no

- . Livestocks :

yes no

- If yes, Nature livestock:

- . spreading plan :

☐ yes ☐ no

- . industrial activity, waste, etc ...

Less than 500 m:

- Proximity water source available

☐ yes ☐ no

- If yes, indicate the name:.....

- If yes, indicate the council area:

- présence of wet zone or swamp

☐ yes ☐ no

In a radius of 3 km :

- presence water supply point yes ☐ no
- if yes, indicate the name :.....

Registered/Declaration of collected samples :

- availability of carnet management samples ☐ ☐ yes no
- is water collected declared annually at : ☐ ☐
 - ☐ Council water service ☐ yes no
 - ☐ Other organs ☐ yes ☐ no

Are they refugies around the structures? ☐

Development

• Exhaure.....?

- ☐ Submerged pump/ surface
☐ With a rope
☐ Taps
☐ Generator pumping
☐ Solar

Base.....?

- ☐ Reinforced concrete
☐ None reinforced concrete

Margelle.....?

- ☐ Reinforced concrete
☐ None reinforced concrete

Cover.....?

- Water outlet.....?

- ☐ Reinforced concrete
☐ None reinforced concrete
☐ Encroachment

Supply.....?

Spare parts.....?

yes ☐ no

| | | |
|---|--|---|
| Name and signature of contractor At..... the | Name and signature of beneficiary At..... the | Name and signature of Project engineer At..... the |
|---|--|---|

Document N°. 6
SCHEDULE OF UNIT PRICES

REHABILITATION OF WOMBONG WATER SCHEME IN NJINIKOM MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION.

SCHEDULE OF UNIT PRICES

| No | DESIGNATION OF WORKS | U | Amount in Figure | Amount in Words |
|------|---|----|------------------|-----------------|
| I | IMPLANTATION | | | |
| I.1 | <p>Mobilisation and site installation</p> <p>This price remunerates :</p> <p>.The bringing to site of the entrepreneur equipment and his agents</p> <p>.Acquisition of office space within the project</p> <p>.Packing and storage facilities for materials and equipment</p> <p>.Construction and demolition of temporary structures needed for the work</p> <p>.Putting in place of information board</p> <p>.Sign post, signalling construction works where necessary</p> <p>.Putting the site back to its original state. The amount is paid at 60% at start of the construction and 40% when the contract is over and the site put to its original state</p> | FF | | |
| II | CATCHMENT AND TANK | | | |
| II.1 | <p>Rehabilitation of Catchment</p> <p>The works for the construction of the intake shall be carried out as directed by the engineer. Given that the final payments will be based on works carried out, a careful record of work shall be recorded and signed by both the engineer and the contract. Therefore each phase of the work shall be subject to a reception certificate signed by the contractor and the supervising engineer</p> <p>In general the works described below are not exhaustive and shall be carried out under the direction of the supervising engineer. Appropriate excavation to lengths and depths as directed by the engineer.</p> <p>.Excavation shall be along the source route. Serious care must be taken to identify the impermeable stratum</p> <p>.Removal of excavated soil.</p> <p>.Removal of raffia bushes 10m on either side of the route source</p> <p>.Stabilizing the walls of the channel</p> <p>.Permeable backfilling of the channel walls with gravel for the channel catchments</p> <p>.Construction of a dry stone masonry channel</p> <p>.Placing of a layer of mass concrete on the channel</p> <p>.Placing of layer of soil on mass concrete and planting of grass</p> <p>.Construction of retaining walls and collection chamber</p> <p>.Installation of plumbing accessories approved by the engineer and as directed by him</p> <p>.All other related works</p> | FF | | |
| II.2 | | FF | | |
| II.3 | <p>Protection with barbed wire for proximate forbidden perimeter (x3)</p> <p>.The construction of the fence shall out of barbed wire nailed on sown eucalyptus trees</p> <p>.The eucalyptus poles shall be 2.5metres long</p> <p>.The poles shall enter the ground up to 50cm so the exposed part is 2m above the ground</p> <p>.The barbed wire shall be 50cm from the ground, the second line 1 metre from the ground and third line 1.5 metres apart. In between the eucalyptus poles shall be planted cuttings of shrubs which will eventually grow to form a natural fence.</p> | ml | | |

| | | | | |
|-----------|---|----|--|--|
| II.4 | Concrete pillars of height 2m to support barbed wire | FF | | |
| II.5 | Metallic door (0,8x1,8) | FF | | |
| II.6 | Planting of water friendly trees in nearby forbidden perimeter | FF | | |
| II.7 | Metallic Sign boards in nearby forbidden perimeter | FF | | |
| IV | Pipeline construction | | | |
| IV.1 | Supply and laying of Galva 3" | ML | | |
| IV.2 | Supply and laying of Galva 2"1/2 | ML | | |
| IV.3 | Supply and laying of Galva 2" | ML | | |
| IV.4 | Supply and laying of PVC 75 PN10 | ML | | |
| IV.5 | Supply and laying of PVC 63 PN10 | ML | | |
| IV.6 | Supply and laying of PVC 50 PN10 | ML | | |
| IV.7 | Supply and laying of PVC 40 PN10 | ML | | |
| IV.8 | Supply and laying of PVC 32 PN10 | ML | | |
| IV.9 | Excavation and back filling of trenches | ML | | |
| IV.10 | <p>Crossing of the bridge, plumbing, and accessories</p> <p>.G.I Pipes</p> <p>.Plumbing accessories for this project shall be of high quality</p> <p>.Bidders are requested to cost for this quality as fittings of doubtful origin will be rejected. These fittings for this project shall correspond to European standards which shall be the reference point. All fittings before installation shall be approved by the control engineer.</p> <p>Contractors shall complete the unit price list which shall be used for payments</p> | FF | | |
| V | Stand tap and Control Chambers | | | |
| V.1 | <p>Construction of stand taps</p> <p>The works may comprise any of the following :</p> <p>.Excavation around the standpipes for the foundation level and supporting any eroded section with mortar stone masonry</p> <p>.Chiseling and pointing of all mortar joints</p> <p>.Waterproof plastering to dilapidated concrete surfaces at the standpipe.</p> <p>.Construction of removable reinforced concrete slab to cover any chamber at the wash place and provide a locking device for chambers with dilapidated slabs</p> <p>.Installation of plumbing accessories approved by the engineer and as directed by him</p> <p>.All other related works</p> | U | | |
| V.2 | <p>Construction of valve chambers and valve</p> <p>This work comprises of:</p> <p>.Excavation around the chamber to the foundation level</p> <p>.Chiseling and pointing of the mortar joints for both internal and external walls</p> <p>.Waterproof plastering of the walls in the water retaining chambers</p> <p>.Construction of a removable reinforced concrete slab to cover the chamber with a locking device for chambers with dilapidated slabs</p> <p>.Installation of plumbing accessories approved by the engineer and as directed by him</p> <p>.All other related works</p> | FF | | |
| V.3 | | U | | |
| | <p>PRESSURE CHAMBERS</p> <p>The work comprises :</p> <p>.Excavation of the site to a depth beyond that of the pipeline</p> <p>.Placing of a 10cm lean concrete</p> <p>.Placing of a reinforced concrete slab as shown on the plan</p> <p>.Construction of walls with stone masonry</p> <p>.Construction of a removable reinforced concrete slab cover with locking devices</p> | | | |

| | | | | |
|-----------|--|----|--|--|
| | .Plastering of internal walls and pointing of external walls .Installation of appropriate valves(wash out,air,presure reducing non return valve etc) | | | |
| | VALVE CHAMBERS The work comprises: .Excavation of the site to a depth beyond that of the pipeline .Placing of a 10cm lean concrete .Placing of a reinforced concrete slab as shown on the plan .Construction of walls from stone masonry as shown on the plan .Construction of a removable reinforced concrete slab covers with locking devices .Plastering of internal walls and pointing of external walls .Installation of appropriate valves(wash out,air,presure reducing non return valves etc) .All other related works | | | |
| VI | Others | | | |
| VI.1 | Training of water management committee | FF | | |
| VI.2 | Water quality control (analysis and possible treatment) | FF | | |
| VI.3 | Supply of Tool box | FF | | |
| VI.4 | As build plans | FF | | |

Name of Bidder:

Signature:

Date:

Document N°. 7
BILL OF QUANTITIES AND ESTIMATES

| BILL OF QUANTITIES FOR THE REHABILITATION OF WOMBONG ITIN WATER SUPPLY SCHEME | | | | | |
|---|---|------|-------|------------|------------|
| ITEM | WORK DESCRIPTION | Unit | Qty | U.P (FCFA) | T.P (FCFA) |
| 100 | PREPARATORY WORKS | | | | |
| 101 | Site installation (Installation of project signboard, acquisition of worksite office, store and lodging places for personnel, general site cleaning and implantation, demolition of temporary structures). | LS | 1 | | |
| 102 | Preparation of working documents. | LS | 1 | | |
| SUB Total 100 | | | | | |
| 200 | CONSTRUCTION WORKS | | | | |
| 2011 | CATCHMENT | | | | |
| 2012 | Construction of Spring intake with 1m ² reinforced concrete collection chamber. | U | 3 | | |
| 2013 | Construction of break pressure points along the distribution network | U | 2 | | |
| 2014 | Construction of distribution chambers in reinforced concrete | U | 6 | | |
| SUB Total 200 | | | | | |
| 201 | Standpipe equipped with soak-away pit. | U | 10 | | |
| 20111 | Washout valve chamber (80x80x100cm) in stone masonry with mass concrete floor. | U | 3 | | |
| SUB TOTAL 201 | | | | | |
| 300 | REHABILITATION WORKS. | | | | |
| 301 | Rehabilitation of tank | LS | 1 | | |
| 302 | Replacement of taps 3/4". | U | 2 | | |
| SUB TOTAL 300 | | | | | |
| 400 | PIPING NETWORK | | | | |
| 401 | Pipeline excavation | ML | 1,250 | | |
| 402 | Supply and laying of PVC Pipe Dia.90 NP10 | ML | 200 | | |
| 408 | Supply and laying of PVC Pipe Dia.50 NP10 | ML | 600 | | |
| 412 | Supply and laying of PVC Pipe Dia.32 NP10 | ML | 450 | | |
| 415 | Plumbing accessories. | LS | 1 | | |
| 416 | Laying of pipes. | ML | 1,250 | | |
| 417 | Production and implantation of pipeline indicators in reinforced concrete every 50m. | U | 25 | | |
| SUB TOTAL 400 | | | | | |
| 500 | ENVIRONMENTAL MITIGATION MEASURES | | | | |
| 501 | Water Quality tests [before and after construction] these include Physico-Chemical and Bacteriological analyses of the sampled water. | U | 1 | | |
| 502 | Backfilling of Pipeline | ML | 1,250 | | |
| 503 | Cleaning and Disinfection of Pipeline. | LS | 1 | | |
| 504 | Protection of the catchment area by:- the demarcation of its zone of influence through the erection of a fence made of barbed wire; - the planting of water friendly trees in it (Pinus African, Mysopsis or Wenge); - the erection of a sign board prohibiting human activities in the area. | U | 3 | | |

| | | | | | |
|---|---|-------------|---|--|--|
| SUB TOTAL 500 | | | | | |
| 600 | PROJECT SUSTAINABILITY | | | | |
| 601 | Training and putting in place of a Water Management Committee [WMC] + Training of two (02) Caretakers. And the production of the Internal Rules and Regulations [I & R] governing the management of the Water Supply Scheme. The [I & R] should be co-signed by the D.O. of the Divisiono, the Regional Delegate MINEE.NW or the Divisional Delegate MINEE of the Division, the Development Association President and the Chairman of the WMC. Indicators: Signed list of elected members WMC with ID Cards and Telephone contact numbers, Report on WMC Training, and six (06) signed copies of the [I & R]. | Sessi on | 3 | | |
| 602 | Supply of a complete tool box and spare parts [List of tools and spare parts to be obtained at the Regional Delegation of MINEE.NW]. Equipments to be officially handed to the Chairman of the WMC by the Regional Delegate of MINEE during the Provisional Reception. | U | 1 | | |
| SUB TOTAL 600 | | | | | |
| TOTAL EXCLUDING TAXES (I+II+III+IV+V+VI) | | | | | |
| VAT (19.25%) | | | | | |
| AIR (2.2% or 5.5%) | | | | | |
| TOTAL TAXES | | | | | |
| TOTAL INCLUDING TAXES | | | | | |
| NET TO BE PAID | | | | | |

The bill is closed at a sum of

Document N°. 8

SCHEDULE OF SUB-DETAIL OF PRICES

SUBDETAILS OF PRICES

Price N°
 Designation of work.....
 Unit
 Quantity
 Daily output
 Duration of execution

| DESIGNATION : | | | | | |
|----------------------------|-------------------------|----------------|------------|----------------------|--------------|
| No | Daily out put | Total quantity | Unit | Duration of activity | |
| WORKMAN SHIP | Category | No | Daily wage | Days up | break Amount |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | TOTAL A | | | | |
| EQUIPMENT/MACHINES | Type | No | Daily rate | Days up | break Amount |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL B | | | | | |
| MATERIAL AND MISCELLANEOUS | Type | Unit | Unit cost | Quantity | Amount |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL C | | | | | |
| D | DIRECT TOTAL COST | | | A+B+C | |
| E | GENERAL SITE EXPENSES | | | Dx% | |
| F | GENERAL OFFICE EXPENSES | | | Dx% | |
| G | NET COST | | | D+E+F | |
| H | RISK + BENEFITS | | | Gx% | |
| P | TOTAL COST (HT) | | | G+H | |
| V | UNIT COST (HT) | | | P/Q'TY | |

Document N°. 9
MODEL CONTRACT

REPUBLIC OF CAMEROON

Peace – Work – Fatherland

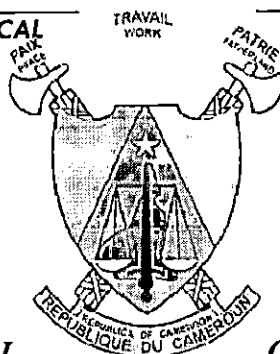
MINISTRY OF DECENTRALIZATION AND LOCAL
DEVELOPMENT

NORTH-WEST REGION

NJINIKOM SUB DIVISION

NJINIKOM COUNCIL

NJINIKOM COUNCIL INTERNAL
TENDERS' BOARD



REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

MINISTRE DE LA DECENTRALISATION ET DU
DEVELOPPEMENT LOCAL

REGION DU NORD-OUEST

ARRONDISSEMENT DE NJINIKOM

COMMUNE DE NJINIKOM

COMMISSION INTERNE DE PASSATION
DES MARCHES DE LA COMMUNE DE
NJINIKOM

JOBGING ORDER N° _____ /NC/NCITB/2021 OF2021

Awarded after OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N°
10/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 OF/...../2021 OF/...../2021 FOR THE
**REHABILITATION OF WOMBONG WATER SCHEME IN NJINIKOM
MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION.**

Project Owner : THE LORD MAYOR NJINIKOM COUNCIL
Tel :

HOLDER :

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

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

SUBJECT : Execution of _____ works;

PLACE : _____

EXECUTION DEADLINE : _____ (_____) months

AMOUNT IN CFA F:

| | |
|-------------------------|--|
| IAT | |
| EVAT | |
| VAT (19.25%) | |
| AIR (Income tax) (2.2%) | |
| Net to be paid | |

FINANCING : [indicate the source of financing]

BUDGET HEAD : [to be completed]

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

Between:

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

On the one hand,

And

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

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

On the other hand,

Agree on the following:

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

Page _____ and last of Contract N° _____ /NC/NCITB/2021 OF2021

Awarded after OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N° ____ N°
**10/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 OF/2021 OF/2021 FOR THE
REHABILITATION OF WOMBONG WATER SCHEME IN NJINIKOM
MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION.**

With _____,

For the execution of _____ works

EXECUTION DEADLINE _____ (_____) months

Amount of Contract in CFA F:

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

Read and accepted by the Contractor

(place of signature) _____ (date)

Signature of Contracting Authority

(place of signature) _____ (date)

Registration

Document N°. 10

**FORMS AND MODELS TO BE USED BY
BIDDERS**

TABLE OF MODELS

| | |
|--------------|--|
| Annex N° 1: | Model of declaration to Tender |
| Annex N° 2: | Model Bid |
| Annex N° 3: | Model Bid Bond |
| Annex N° 4: | Model Final Bond |
| Annex N° 5: | Model Retention fund (Guarantee Retention) |
| Annex N° 6: | Schedule framework |
| Annex N° 7: | Model attestation of site visit |
| Annex N° 8: | Model site visit report |
| Annex N° 9: | Model table of reference |
| Annex N° 10: | Model table of equipment |

Annex N° 1: MODEL OF DECLARATION TO TENDER

DECLARATION OF THE INTENTION TO TENDER

I the undersigned,(indicate the name and capacity of signatory),

Nationality

Representing the company or enterprise or group with head office at

..... registered in the trade register of Under the number

In my capacity asofPO box....., hereby acknowledge receipt of the file for OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N° for the

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

Done at

Signature of

In the capacity of

Duly authorized to sign the tenders on behalf of

Annex N° 2: MODEL BID

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

Having taken cognizance of all the documents featured or mentioned in the Tender file: tender N° **N° 10/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 OF/....../2021 OF/....../2021 FOR THE REHABILITATION OF WOMBONG WATER SCHEME IN NJINIKOM MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION.** after
having personally taking account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;

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

The Delegated Contracting Authority shall pay the sums due for this Contract by crediting Account N°:..... opened in Bank Branch.

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

Done at

Signature of

In the capacity of

Duly authorized to sign the tenders on behalf of
.....

Annex N° 3: MODEL BID BOND

Addressed to the Delegated Contracting Authority

Whereas the undertaking Hereinafter referred to as the "bidder" has submitted his tender on For the **REHABILITATION OF WOMBONG WATER SCHEME IN NJINIKOM MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION.**, hereinafter referred to as "the tender" and to which must be attached a bid bond equivalent toFCFA.

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

The conditions of this commitment are as follows:

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

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

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

This bond shall enter into force from the date of signature and from the date set by the Delegated 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 Delegated Contracting Authority to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this period of validity.

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

Signed and authenticated by the bank
at, on
(Bank's signature)

Annex N° 4: MODEL FINAL BOND

Bank:

Reference of the Bond N°:

Addressed to The Divisional Delegate of Public Contracts for Boyo "Delegated Contracting Authority"

Whereas (Name and address of Contractor) hereinafter referred to "the Contractor", pledge, in execution of the Contract, to carry out the works of the **REHABILITATION OF WOMBONG WATER SCHEME IN NJINIKOM MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION**. Whereas it is stipulated in the Contract that the Contractor shall furnish the Delegated Contracting Authority a final bond of two percent (2%) of the amount of the Contract as security for compliance with the Contractor's performance obligations in accordance with the Contract.

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

We, (name and address of bank),

Represented by (name of signatories)

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

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

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

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

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

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

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

Annex N° 5: MODEL OF PERFORMANCE BOND (GUARANTEE RETENTION)

Bank:

Reference of the Bond No:

Addressed to The Divisional Delegate of Public Contracts for Boyo
Hereinafter referred to as "The Delegated Contracting Authority"

Whereas (name and address of Contractor) hereinafter referred to "the Contractor",
pledge , in execution of the Contract, to carry out the works of the **REHABILITATION OF
WOMBONG WATER SCHEME IN NJINIKOM MUNICIPALITY, BOYO
DIVISION OF THE NORTH WEST REGION.** Whereas it is stipulated in the Contract
that the Guarantee Retention fixed at ten percent (10%) of the amount of the Contract may be replaced
by a joint guarantee;

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

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

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

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

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

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

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

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

ANNEX N° 6: SCHEDULE FRAMEWORK

Note on the presentation of schedules

The quantities, daily outputs, the duration of execution of works and the slowdowns or even the due interruptions must be clearly brought out in the schedules.

The financial schedules resulting from the schedules of works must indicate month by month, the estimated amounts of the detailed accounts of works by item and cumulatively by taking into account the incidence of rainy seasons for the basic solution and possibly variant solution.

Annex N° 7: MODEL ATTESTATION OF SITE VISIT

LETTER HEAD HERE

TO WHOM IT MAY CONCERN

ATTESTATION OF SITE VISIT

This is to testify that Mr

.....

Manager/Technical Director/Engineer of

.....

Has effectively visited the site for

.....

.....

..... in view to tender for the said project.

This attestation is issued to serve the purpose for which it is intended for.

The Beneficiary

the Entrepreneur

Annex N° 8: MODEL SITE VISIT REPORT

INTRODUCTION

TENDER N°.....

NAME OF THE ENTERPRISE:

DATE:

COMMENTARY

Nature of the project site:

Accessibility to the project site:

Vegetation:

Topography of the site:

AVAILABILITY OF SERVICES

AVAILABILITY OF MATERIALS

DIFFICULTIES

CONCLUSION

Signature of the contractors' engineer

Annex N° 9: MODEL TABLE OF REFERENCE

LIST OF WATER PROJECTS EXECUTED BY THE COMPANY

| Nº | YEAR | NAME OF THE PROJECT | NAME OF THE PROJECT OWNER AND TELEPHONE NUMBER | ORIGINAL PROJECT AMOUNT | CONTRACT AMOUNT | CONTRACT DURATION | DATE OF ACCEPTANCE |
|----|------|---------------------|--|-------------------------|-----------------|-------------------|--------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

DONE ONAT

Mr.....

SIGNATURE

Annex N° 10: MODEL TABLE OF EQUIPMENT

**LIST OF EQUIPMENT AND MATERIALS AVAILABLE FOR THE
(project name).....**

| NO | DESIGNATION OF THE EQUIPMENT | DESCRIPTION, MARK | AGE AND STATE | NUMBER AVAILABLE | OWNER OR NOT |
|----|------------------------------|-------------------|---------------|------------------|--------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

DONE ONAT

Mr.....

SIGNATURE

ANNEX No. 6: Framework of schedules

| DESIGNATION : | | | | | |
|----------------------------------|--------------------------------|------|----------------|---------------|----------------------|
| No | Daily out put | | Total quantity | Unit | Duration of activity |
| | | No | | | |
| WORKMAN SHIP | Category | No | Daily wage | Days break up | Amount |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL A | | | | | |
| EQUIPMENT/MECHINES | Type | No | Daily rate | Days break up | Amount |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL B | | | | | |
| MATERIAL AND MISCELLANOUS | Type | Unit | Unit cost | Quantity | Amount |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL C | | | | | |
| D | DIRECT TOTAL COST | | | A+B+C | |
| E | GENERAL SITE EXPENSESES | | | Dx% | |
| F | GENERAL OFFICE EXPENSES | | | Dx% | |
| G | NET COST | | | D+E+F | |
| H | RISK + BENEFITS | | | Gx% | |
| P | TOTAL COST (HT) | | | G+H | |
| V | UNIT COST (HT) | | | P/Q'TY | |

Document N°. 11
PRELIMINARY STUDIES

Note on preliminary studies

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

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

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

Annex N° 7: Justification of preliminary studies

1. Attach the preliminary studies.

2. Indicate

1.1. The date studies were carried out;

1.2. The name of the Public or private Project Manager

1.3. References of the Contract, if Private Manager carried it out;

1.4. If maintenance works

1.1.1. Description of the studies;

1.1.2. Attach the outline of the itinerary bringing out readings of degradations as well as the approved programming documents.

5.5. Rehabilitation or new works

1.1.3. Are quantities in the quotations the same as those of the studies?

1.1.4. Description of studies: Draft Preliminary Study, Detailed Preliminary Study;

1.1.5. Attach the said studies.

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

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

Document N°.12

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

I- BANKS

Afriland First Bank

Banque Atlantique

Banque Gabonaise pour le Financement International (BGFI BANK)

Banque International du Cameroun pour l'Épargne et le Crédit (BICEC)

CITI Bank

Commercial Bank of Cameroon (CBC)

Ecobank

National Financial Credit Bank

Société Camerounaise de Banque au Cameroun

Société Générale Cameroun

Standard Chartered Bank Cameroon

Union Bank of Cameroon

United Bank for Africa.

II- Insurance companies

Chanas Insurance

Activa Insurance

Zenithe Insurance SA BP Douala

EVALUATION GRID

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N° 10/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 OF/2021 OF/2021 FOR THE REHABILITATION OF WOMBONG WATER SCHEME IN NJINIKOM MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION.

ADMINISTRATIVE DOCUMENTS.

| DOCUMENT N° | DESCRIPTION | YES OR NO |
|-------------|--|-----------|
| A.1 | Certified Copy of the Business Registration, not more than three months old. | |
| A.2 | Declaration of intention to tender stamped with the tariff in force (written by the bidder). | |
| A.3 | Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months. | |
| A.4 | Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months. | |
| A.5 | Purchase receipt of Tender File issued by Njinikom Council Treasury | |
| A.6 | A bid bond of 4 71 000 CFA (FOUR HUNDRED AND SEVENTY ONE THOUSAND FRANCS CFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions | |
| A.7 | An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP) | |
| A.8 | An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old. | |
| A.9 | A valid Certificate of imposition certified by the chief of center for taxation | |
| A.10 | Business License (photocopy certified by the chief of center of Taxes, not more than three months). | |
| A.11 | Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes. | |
| A.12 | A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old. | |
| A.13 | Power of attorney if necessary | |
| A.14 | Plan and attestation of localization of Company signed by the Chief of Taxation | |
| A.15 | Attestation of site visit signed by the contractor | |

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

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

| EVALUATION GRID OF TECHNICAL BID | | |
|--|-----|----|
| EVALUATION CRITERIA AND SUB-CRITERIA | YES | NO |
| ESSENTIAL CRITERIA | | |
| <ul style="list-style-type: none"> • General presentation of the Tender document - Presence of intermediary separating papers - Pages are numbered - Document is spirally bound - Visa and Signed copy of Special Technical Conditions - Visa and Signed copy of Particular Administrative Conditions (Jobbing Order) | | |

| | | |
|---|--|--|
| <ul style="list-style-type: none"> • Personnel of the Enterprise [Engineer(s), Foreman and Co-ordinator.] <p>-Detailed technical note on the quality of the personnel, their level of education as well as their experience in the domain of Water / RURAL ENGINEERING / PLUMBING</p> <p>Engineer:</p> | | |
| <p>- Engineer:</p> <p>- Professional experience of the project engineer \geq 03 years (signed CV)</p> <ul style="list-style-type: none"> ➤ CV signed by the candidate, ➤ certified ID dated ➤ presentation of originals dated ➤ A certified copy of the technical diploma ➤ An attestation of availability signed by the candidate <p>Higher technician:</p> <p>- Professional experience of the Higher Tech. \geq 03 years (signed CV)</p> <ul style="list-style-type: none"> ➤ CV signed by the candidate, ➤ certified ID dated ➤ presentation of originals dated ➤ A certified copy of the technical diploma ➤ An attestation of availability signed by the candidate <p>Technician:</p> <p>- Professional experience of the Tech. \geq 03 years (signed CV)</p> <ul style="list-style-type: none"> ➤ CV signed by the candidate, ➤ certified ID dated ➤ presentation of originals dated ➤ A certified copy of the technical diploma ➤ An attestation of availability signed by the candidate | | |
| <ul style="list-style-type: none"> • References of the Enterprise in the domain of water. <p>Certified true copies of the Jobbing Order and the minutes of the Final or Provisional Acceptance of water supply project(s) realized by the Enterprise, if any ...</p> <ul style="list-style-type: none"> - More than Two Final or Provisional Acceptance Reports - Two Final or Provisional Acceptance Reports - One Final or Provisional Acceptance Report <p>Certified true copies of Jobbing Orders or Contracts of water Projects realized by the Enterprise :</p> <ul style="list-style-type: none"> - More than two (02) projects - At least two (02) projects - One (01) project only -Three projects | | |
| <ul style="list-style-type: none"> • Equipment of the Enterprise <ul style="list-style-type: none"> <input type="checkbox"/> Certified true copies of vehicle documents signed not more than 3 months <input type="checkbox"/> List of key equipment and proof of ownership or hired (yard truck, GPS device, spades, dig axes, drill, service cord, set of screws drivers, etc | | |

| | | |
|---|--|--|
| <ul style="list-style-type: none"> • Methodology for executing the works. <ul style="list-style-type: none"> - Detailed technical description of the works to be executed, in conformity with execution plans - Organizational chart of the project - Manpower deployment schedule - Execution timeframe with a maximum deadline of four (04) months - Acceptable planning - Genuine Report of Worksite - Attestation of Site Visit | | |
| <ul style="list-style-type: none"> ▪ Capacity to Pre-finance. <ul style="list-style-type: none"> <input type="checkbox"/> By 25% personal financial means (bank statement) | | |

ENVELOPE C- FINANCIAL FILE

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

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 75% of the essential criteria taken in account.

The Contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 75% of the essential criteria.

Eliminatory criteria

ABSENCE OF A VALID BID BON WILL LEAD TO OUTRIGHT ELIMINATION

- Absence or non-conformity of an element in the administrative file;
- Deadline for delivery higher than prescribed;
- False declaration or falsified documents;
- Absence or insufficient bid bond;
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- Incomplete financial file.
- Non respect of 75% of essential criteria
- Change of quantity or unit
- Non completion of any project in the previous year in the Country and suspended by MINMAP in 2020

Essential criteria

- General presentation of the Tender Files;
- Financial capacity of 25% of the project amount;
- References of the company in similar achievements;
- Quality of the personnel;

Technical organization of the works;

Safety measures on the site;

Logistics;

Attestation and report of site visit; justified by site pictures;

Special Technical Clauses initialed in all the pages and signed at the last page;

Special Administrative Clauses completed and initialed in all the pages and signed at the last page.

11. Main qualification criteria

The criteria relating to the qualification of candidates could be indicative on the following:

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

This evaluation will be done in a purely positive way (**yes**) or negative (**no**) with an acceptable minimum from at least **75%** of the essential criteria taken in account.

The Contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **75%** of the essential criteria.