

MINISTÈRE DE DÉCENTRALISATION ET DU
DÉVELOPPEMENT LOCAL

REGION DU NORD-OUEST
DEPARTEMENT
DE BOYO
COMMUNE DE
FUNDONG

COMMISSION INTERNE DE PASSATION
DES MARCHES



MINISTRY OF DECENTRALISATION AND
LOCAL DEVELOPMENT

NORTH-
WEST REGION
BOYO
DIVISION
FUNDONG
COUNCIL

FUNDONG COUNCIL INTERNAL
TENDERS BOARD

Ref: No. 024/NWR/BOYO/FC/FCITB/2022

Fundong the 14 MARS 2022

FUNDONG COUNCIL INTERNAL TENDERS BOARD

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FUNDONG COUNCIL INTERNAL TENDERS BOARD

OPENED NATIONAL INVITATION TO TENDER

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

NO 024/ONIT/ FUNDONG COUNCIL/FCITB/2022 OF 14 / 03/2022 FOR
THE CONSTRUCTION OF ADUK WATER SUPPLY SCHEME (LOT 1),
AND EXTENSION OF MBAM WATER SUPPLY SCHEME (LOT 2) IN THE
FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST
REGION

PROJECT OWNER: THE LORD MAYOR FUNDONG COUNCIL

Lot:	Location of project	Amount of project	SOURCE OF FUNDIN	AUTHORIZATION NUMBER:	IMPUTATION	Amount of bid bond	Cost of tender file :
LOT 1	Construction of Aduk Water Supply Scheme	25,000,000 F CFA	BIP MINEE 2022	56 32 138 01 641605 524113 850	IX 04645	500,000 CFA	75,000 CFA
LOT2	Extension of Mbam Water Supply Scheme	19,700,000 F CFA		56 32 138 01 641605 524113 851	IX 04646	394,000 CFA	

FINANCIAL YEAR 2022

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Tender notice

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

NO 004/ONIT/ FUNDONG COUNCIL/FCITB/2022 OF 11 02/2022 FOR THE CONSTRUCTION OF
ADUK WATER SUPPLY SCHEME (LOT 1), AND EXTENSION OF MBAM WATER SUPPLY SCHEME (LOT
2) IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST
REGION

1) **Financing: Public Investment Budget - (BIP)/MINEE 2022**

2) **Subject of the Invitation to Tender:**

Within the framework of 2022 Public Investment Budget, The MAYOR FUNDONG COUNCIL,
Contracting Authority, hereby launches an Opened National Invitation to tender by **emergency
procedure** for the FOR THE CONSTRUCTION OF ADUK WATER SUPPLY SCHEME (LOT 1),
AND EXTENSION OF MBAM WATER SUPPLY SCHEME (LOT 2) IN THE FUNDONG
MUNICIPALITY OF BOYO DIVISION, NORTH WEST REGION

3) **NATURE OF SERVICE FOR LOT 1:** Work to be done consists of:

PREPARATORY WORKS

CONSTRUCTION AND REHABILITATION WORKS

CONSTRUCTION OF THE CATCHMENTS

STORAGE TANKS, STAND TAPS AND VALVE CHAMBERS

REHABILITATION WORKS

PIPING NETWORK

ENVIRONMENTAL MITIGATION MEASURES

PROJECT SUSTAINABILITY

4) **NATURE OF SERVICE FOR LOT 2:** Work to be done consists of:

Preparatory works

Rehabilitation works (catchment and tank)

Piping network

Environmental mitigation measures

Project sustainability

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

6) **Lots:** The work is in two (2) lots as follows;

**LOT1: construction of Aduk water supply scheme; LOT2:
extension of Mbam water supply scheme**

NB: A bidder can be awarded both lots



7) **Estimated cost:** The estimated cost after preliminary studies are as follows

LOT	subject	amount the project	Vote of charge no	Expenditure authorisation N0
1	CONSTRUCTION OF ADUK WATER SUPPLY SCHEME IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST REGION	25,000,000F.CFA	56 32 138 0164160552411385 0	IXO4645
2	EXTENSION OF MBAM WATER SUPPLY SCHEME IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST REGION	19,700,000F.CFA	56 32 138 01641605524113851	IXO4646

8) **Participation and origin:** Participation in this invitation to tender is open to competent Cameroonian enterprises that are in compliance with the fiscal laws and who are not currently excluded from public procurement.

8) **FINANCING:** The said works shall be financed as per the programmed budget of the 2022 Public Investment Budget (PIB 2022) of the Republic of Cameroon under the Ministry of Water Resources Energy and Energy (MINEE) assigned to the Mayor of Fundong Council.

9)-**BID BONDS:** 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 - the list of which is found in document No. 12 of the Tender File, whose amount is Five Hundred Thousand FCFA (500,000) for Lot 1 and Three Hundred and Ninety Four thousand FCFA (394,000), for LOT2 and valid for thirty (30) days beyond the deadline of validity of bids.

LOT	Subject	Locality	Bid Bond	Tender fee
1	CONSTRUCTION OF ADUK WATER SUPPLY SCHEME IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST REGION	Aduk	500,000fcfa	75,000fcfa
2	EXTENSION OF MBAM WATER SUPPLY SCHEME IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST REGION	Mbam	394,000fcfa	

10) **CONSULTATION OF TENDER FILE:** The Tender documents may be consulted and obtained immediately after publication of this invitation to tender from the Mayor's Private secretariat of the Fundong council during working hours at the Fundong Council Chambers.

11) **ACQUISITION OF TENDER FILE:** The Tender file shall be obtained from the Fundong Council Chamber as soon as this notice is published against payment of a non-refundable sum of **Seventy-Five Thousand (75,000) CFA francs**, payable at the Fundong Council Treasury. Such receipt shall identify the payer as representing the company that wants to participate in the tender.

12) **SUBMISSION OF BIDS:** Each bid written in English or French shall be signed by the bidder or by a duly authorized representative and presented in Seven (7) copies, that is one (01) original and six (06) copies labelled as such. These shall be submitted in one external envelope - sealed, containing three (3) internal envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical file and Envelope C: Financial file. The sealed external envelope shall bear no information about the company and shall reach the Fundong Council secretariat not later than the 07/04/2022 2022 at 10 am local time and note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic. The sealed pack shall bear the following inscriptions:

<<<OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

NO 001/ FUNDONG COUNCIL/FCITB/2022 OF 14/03/2022 FOR THE CONSTRUCTION OF ADUK WATER SUPPLY SCHEME (LOT 1),AND EXTENSION OF MBAM WATER SUPPLY SCHEME (LOT 2) IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST REGION>>>

13) **ADMISSIBILITY OF BIDS:** At the risk of being rejected, only originals or certified true copies by the issuing services or administrative authorities must imperatively be produced in accordance with the Special Regulations of this Invitation to Tender. They must not be more than three (3) months old as at the date of submission of bids. Any bid not in compliance

9. Special Technical Clauses initialed in all the pages and signed, stamped and dated on the last page;

Special Administrative Clauses completed and initialed on all the pages and signed, stamped and dated on the last page.

10) Award:

The evaluation will be done in a purely binary manner - (yes) or (no). The contract shall be awarded to the bidder who would have obtained a minimum technical score of **70%** in the essential criteria and **100%** in the eliminatory criteria, and who would have proposed a bid with the lowest amount, in conformity with the regulations of the tender documents. (see article 33 of the Public Contracts Code).

- 16) **DURATION OF TENDER VALIDITY:** Bidders shall remain bound to their offers for a period of ninety (90) days from the last date of the submission of tenders, that is, the tenders shall be valid for 90 (ninety) days with effect from their submission deadline.

17) **COMPLEMENTARY INFORMATION:** Additional (supplementary) technical information may be obtained every day during working hours from the Fundong Council Tel.: Phone :(237) 677755510 Email: fundongcouncil2014@gmail.com, Website: fundongcouncil.org.

18) **AMENDMENT TO THE INVITATION TO TENDER:** The Contracting Authority reserves the right, if need be, to subsequently amend this invitation to tender in conformity with the Public Contracts Code

Fundong, the..... **14 MARS 2022**.....

THE MAYOR OF FUNDONG COUNCIL
(Contracting Authority)



Copies:

- SDO/BOYO;
- DD/MINMAP BOYO
- ARMP/B,DA
- CHAIRPERSON OF DTB/BOYO;
- MINEPAT/BOYO
- MIDDEVEL BOYO
- NOTICE BOARDS
- FILE/CHRONO.



with the prescriptions of the Tender File shall be declared inadmissible. This refers especially to the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance and valid for a period of thirty days shall be rejected.

14) OPENING OF BIDS: The bids shall be opened in a single phase, in the Fundong Council hall, on 07/04/2022 at 11:00am. Only bidders or their authorized representatives, having a perfect knowledge of the file may sit in during the bids opening session. Any bid which shall not comply with the requirements of the Tender File shall be rejected.

15) Evaluation criteria

The bids shall be evaluated in three (03) steps:

- 1st Step: Verification of the conformity of the Administrative file;
- 2nd step: Evaluation of the technical file;
- 3rd Step: Analyses of the financial file. The criteria of evaluation are the following:

15.10- Eliminatory criteria

15.11- Administrative documents

- Absent of Bid bond
- Any **Administrative document** not in conformity with the prescriptions of this tender file shall results in elimination if the situation is not regularized within forty-Eight Hours. This rule shall not be applied to the Bid Bond
- Any bids not in conformity with the prescriptions of this tender shall be inadmissible
- False declaration or falsified documents

15.12 Technical File

- Complete documents or scanned documents ;
- False declaration, forged or scanned documents;
- Technical assessment mark lower than 75% of "YES".

15.13- Financial Offer

- Incomplete financial Offer;
- Non-compliant documents;
- Omission of quantified unit price in the financial offer;
- Absence of breakdown of prices;

15.14 Essential criteria:

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

CRITERIA	MARKS
General presentation	YES/NO
Quality of the personnel	YES/NO
Execution Methodology	YES/NO
Equipment	YES/NO
Pre-financing capacity	YES/NO
References of the bidder	YES/NO
Attestation and report of site visit	YES/NO
Non-existence in the technical file of the rubric "organization, methodology and planning	YES/NO
Special Technical Clauses initialed in all the pages and signed, stamped and dated on the last page;	YES/NO
Special Administrative Clauses completed and initialed on all the pages and signed, stamped and dated on the last page	YES/NO

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MINISTRY OF DECENTRALISATION AND
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FUNDONG COUNCIL

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TENDERS BOARD

Fundong the 14 MARS 2022

AVIS D'APPEL D'OFFRES

1) **AVIS D'APPEL D'OFFRES NATIONAL OUVERT EN PROCEDURE D'URGENCE** No. 004/ONIT/FUNDONG COUNCIL/FCITB/2022, du 14/03 POUR LES TRAVAUX DE CONSTRUCTION DE RESEAUX D'ADDUCTION EN EAU PORTABLE DE ADUK LOT 1 ET L'EXTENSION DU RESEAUX D'ADDUCTION EN EAU PORTABLE DE MBAM LOT 2 DANS L'ARRONDISSEMENT DE FUNDONG, DEPARTEMENT DU BOYO, REGION DU NORD-OUEST

1) **OBJET DE L'APPEL D'OFFRES:** Dans le cadre de l'exécution du Budget d'Investissement Public 2022, l'Etat de Cameroun représenté par, le maire de Fundong lance un Appel d'Offres national ouvert pour les travaux de construction du réseau d'adduction en eau potable de Aduk lot 1 et l'extension du réseau d'adduction en eau potable de Mbam lot 2 dans l'Arrondissement de Fundong, Département du Boyo, Région du Nord-Ouest

2) **Consistance des travaux lot1 :** Les travaux comprennent notamment :

Travaux préparatoires
Travaux de construction et réhabilitations
Chambre de robinet
Travaux des réhabilitations
Réseaux tuyauterie
Mesure de mitigation environnementale
Maintenance du projet

3) **Consistance des travaux lot 2:** Les travaux comprennent notamment :

Travaux préparatoires
Travaux de construction
Chambre de robinet
Réseaux tuyauterie
Mesure de mitigation environnementale
Maintenance du projet

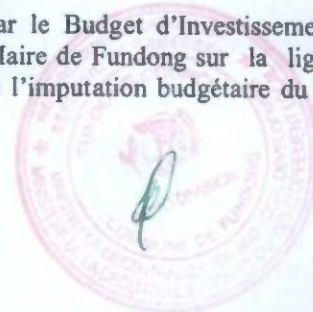
4) **DELAI D'EXECUTION :** Le délai prévu pour l'achèvement des travaux du présent appel d'offre est de quarter vent dix jours continus (90 jours) à partir du jour de la notification de l'ordre de service.

5) **Allotissement :** Les travaux sont en deux (02) lots ci-après définis les travaux de construction du réseau d'adduction en eau potable de Aduk lot 1 et l'extension du réseau d'adduction en eau potable de Mbam lot 2 dans l'Arrondissement de Fundong, Département du Boyo, Région du Nord-Ouest

6) **Coût prévisionnel :** Le coût prévisionnel de l'opération à l'issue des études préalables est de 25 000 000FCFA pour lot 1 et 19 700 000FCFA POUR LOT 2.

7) **Participation et origine :** La participation à cette consultation est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné et ayant réalisées des opérations similaires.

8) **FINANCEMENT:** Les travaux, objet du présent appel d'offres sont financés par le Budget d'Investissement Public de la République du Cameroun, Budget du MINEE au titre de l'exercice 2022 assigné au Maire de Fundong sur la ligne d'imputation budgétaire. Bon à savoir, cette publication est faite sous réserve de la disponibilité de l'imputation budgétaire du financement du projet.



LOT	Objet	coût prévisionnel	N° de l'Imputation	N° de l'autorisation de dépense
01	Construction du Réseau d'adduction en eau portable d' Aduk	25,000,000	56321380164160 5524113850	IX04645
	Réhabilitation et extension de réseaux Dans mbam l'Arrondissement de Fundong, Département du Boyo, Région du Nord-Ouest	19,700,000	5632138016416055 24113851	IX04646

8).CAUTIONNEMENT PROVISoire: Chaque soumissionnaire doit pour chaque lot inclure dans ses documents administratifs, une **garantie** de soumission qui respecte le model prescrites dans le DAO établi par un établissement bancaire agréée par le Ministère en charge des Finances d'un montant égal à **500,000 pour lot 1 et 394,000 pour lot 2** francs CFA. Les cautionnements provisoires seront libérés au plus tard trente (30) jours après le délai de validité des offres pour les soumissionnaires n'ayant pas été retenus. Pour le soumissionnaire attributaire du marché, le cautionnement provisoire sera libéré après constitution du cautionnement définitif. Pour éviter les rejets, tous les documents doivent être les originaux ou des copies certifiées conformes issus des autorités administratives compétentes (Préfet, Sous-Préfet ou Services Emetteur) pour une durée n'excédant pas trois mois et présentes selon les règlements spéciaux de cet appel d'offre. Les copies certifiées qui seront certifiées pour la deuxième fois ou des copies falsifiées ne seront pas acceptées. Les chapitres seront séparés par format en couleur. Les offres qui ne seront pas en conformité avec les prescriptions de cet appel d'offre seront déclarés inadmissibles.

9) CONSULTATION DU DOSSIER D'APPEL D'OFFRES : Le dossier d'appel d'offres peut être consulté dès publication du présent avis d'appel d'offre au secrétariat de la marie de Fundong pendant les heures ouvrables à la Mairie de Fundong

10) ACQUISITION DU DOSSIER D'APPEL D'OFFRES: Le dossier d'appel d'offres peut être obtenu dès publication du présent avis d'appel d'offres aux services de l'Autorité Contractant (secrétariat privée du maire de la marie de Fundong pendant les heures ouvrables à la Mairie de Fundong) pendant les heures ouvrables à la Marie de Fundong, contre versement d'une somme non remboursable de **Soixante-quinze - mille (75,000F) franc CFA**, payable à la Recette des Finances de la marie de Fundong..

11) REMISE DES OFFRES : Chaque offre rédigée en français ou en anglais en Sept (07) exemplaires, c.-à-d. Un original et six copies marqués comme tels sera remise au Service de Passation des Marchés, situé à la Marie de Fundong, au plus tard le 07/10/2022 à **10heures**. Il doit être dans un paquet contenant trois enveloppes marquées A : pour le dossier Administratif, B : pour le dossier technique et C : pour le dossier financier. Ce paquet devra porter la mention :

9) - **AVIS D'APPEL D'OFFRES NATIONAL OUVER** No. 004 /ONIT/FUNDONG COUNCIL/FCITB /2022, du 04/03 /2022 **POUR LES TRAVAUX DE CONSTRUCTION DE RESEAUX D'ADDUCTION EN EAU PORTABLE DE ADUK LOT 1 ET L'EXTENSION DU RESEAUX D'ADDUCTION EN EAU PORTABLE DE MBAM LOT 2 DANS L'ARRONDISSEMENT DE FUNDONG, DEPARTEMENT DU BOYO, REGION DU NORD-OUEST**

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

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

13) Ouverture des plis: L'ouverture des plis se fera le 07/10/2022 à **11heures**, heure locale en une phase par la Commission communal de Passation des Marchés de la marie de Fundong, (Salle de conférence de la Marie de Fundong) en présence de chaque soumissionnaire qui le désire, ou son représentant dûment mandaté et ayant une parfaite connaissance des offres dont il a la charge. Une seule personne par offre remise, seule ou en groupement, sera admise. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées. L'ouverture des plis sera faite en une phase.

- les dossiers administratifs et les offres techniques seront premièrement étudiées par les membres de la Commission communal de Passation des Marchés. Les entreprises n'ayant pas obtenu au moins 100% des points de la notation sur des dossiers administratifs et 80% pour dossier techniques seront éliminées.

14) ÉVALUATION DES OFFRES: Les offres seront évaluées selon les conditions suivantes :

Il s'agit notamment:

- 1- Absence d'une pièce administrative ;
- 2- Délai d'exécution supérieur à celui prescrit (supérieur à cinq mois) ;
- 3- Fausses déclarations ou pièces falsifiées;
- 4- Absence ou insuffisance de la caution provisoire de soumission;
- 5- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;
- 6- Offres financière incomplète,
- 7- Absence d'un prix unitaire dans l'offre financière ;
- 8- Obtention des notes technique inférieure à **75%** au niveau des critères essentiels ;
- 9- Les entrepreneurs suspendus.

B - Critères essentiels

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

- 1- Présentation générale de l'offre ;
- 2- Capacité financière ;
- 3- Références de l'entreprise dans les réalisations similaires ;
- 4- Qualité du personnel ;
- 5- Organisation technique des travaux ;
- 6- Attestation et rapport de visite du site ;
- 7- Moyens logistiques ;
- 8- Cahier des Clauses Techniques Particulières paraphé à chaque page ;
- 9- 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).

15) Attribution : Cette évaluation sera binaire (**OUI ou NON**). Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disant, ayant satisfait à **100%** des critères éliminatoires et au **moins 75%** des critères essentiels.

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

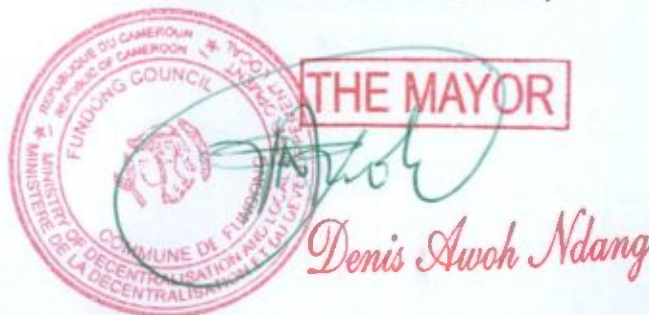
18) Les Renseignements Complémentaires : Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès la mairie de Fundong Tel.: Phone:(237) 677755510 Email: fundongcouncil2014@gmail.com, Website: fundongcouncil.org

19) 18) Additif à l'appel D'offres: L'Autorité Contractante se réserve le droit, en cas de nécessité, d'apporter toute autre modification ultérieure utile au présent appel d'offres.

Fundong, the **14 MARS 2022**
LE MAIRE DE FUNDONG
(AUTORITE CONTRACTANTE)

Copies :

- Préfet/Boyo ;
- DD/MINMAP/Boyo ;
- ARMP/B,da ;
- Présidents CPMF ;
- DD/MINEPAT/BOYO
- MIDDEVEL BOYO
- Affichage.
- Chrono



DOCUMENT No 2:

General Regulations of the Invitation to Tender

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A. General regulations of the invitation to tender

Article 1: Scope of the tender:

1.1. The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an Open National invitation to tender for the works described in the Tender notice and briefly described in the Special Regulations.

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

1.3 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:

3.1 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:

a) The following definitions shall be admitted:

a.1 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;

a.2 Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;

a.3 "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;

a.4 "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.

b) 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 restricted, 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. 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.

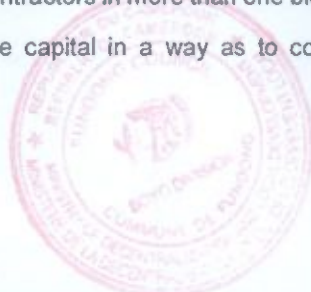
b. A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:

b.1 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

b.2 Presents more than one bid within the context of invitation to tender, except authorized variance according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.

b.3 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.

Article 5: Building materials, materials, supplies, equipment and authorized 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:

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

6.1.2 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; and
- (v) Availability of indispensable equipment.

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

a. 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;

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

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

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

e. 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 letter of invitation to tender (for restricted invitation to tender);

Document No. 2. The tender notice;

Document No. 3. The General Regulations of the invitation to tender;

Document No. 4. The Special Regulations of the invitation to tender;

Document No. 5. The Special Administrative Conditions;

Document No. 6. The Special Technical Conditions;

Document No. 7. The schedule of unit prices;

Document No. 8. The bill of quantities and estimates;

Document No. 9. The sub details of unit prices;

Document No. 10. 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. 11. Models to be used by bidders;

- Model contract;

Document No. 12. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;

Document No. 13. 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 compliance

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.

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:

a. Volume 1: Administrative file: It includes:

a.1 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;

a.2 The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;

a.3 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.

b. 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.

c. 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 below, 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:

a. 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.

b. 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:

a. 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";

a. 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 to take account of any modification in the foreign currency needs within the context of the contract.

Article 16: Validity of bids:

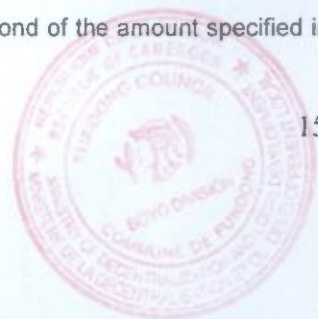
16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Delegated 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 authorised 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 authorised 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 should 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:

(a) if the bidder withdraws his bid during the period of validity;

(b) if the retained bidder:

b.1 Fails in his obligation to register the contract in application of article 38 of the General Regulations;

b.2 Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;

b.3 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) below, bidders wishing to offer technical variants must first assess the Secondary 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 variance of the bidder whose bid is in compliance with the Secondary solution and has been evaluated as the lowest bid.

18.3 When according to the Special Regulations the bidders are authorised 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) below.

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 (i.e.) 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 for 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 authorized 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 AND EVALUATION OF BIDS

Article 25: Opening of the bids and petitions

25.1 The competent Tenders Board shall open the envelopes in single phase 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 for 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 for 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 for 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 initialed 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 copy 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 have contact with the Contracting Authority for reasons having to do 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 realization 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:

- a. 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.
- b. If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
- c. Where there is a difference between the price indicated in 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.

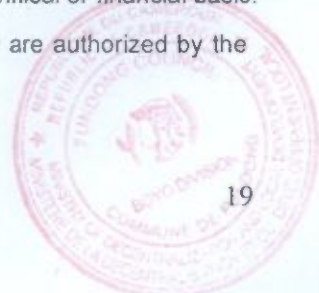
31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

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:

- a. By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
- b. 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.
- c. By converting into a single currency, the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
- d. By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
- e. By taking into consideration the various execution time-limits proposed by the bidders, if they are authorized by the Special Regulations;



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

g. 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.

F- AWARD OF THE CONTRACT

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 authorization 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.

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 per cent 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 (OMPP)

Ref. of the General regulations	General
1.1	<p>Definition of works: THE CONSTRUCTION OF ADUK WATER SUPPLY SCHEME (LOT 1), AND EXTENSION OF MBAM WATER SUPPLY SCHEME (LOT 2) IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST REGION</p> <p>Name and address of the Contracting Authority: the Mayor of Fundong Council, P.O Box 06, Fundong, Phone:(237) 33113816 Email: fundongcouncil2014@gmail.com, Website:fundongcouncil.com</p> <p>Reference of Invitation to tender: No. 04/ONIT/FC/FCITB /2022, OF <u>14/63</u></p>
1.2	Execution deadline: Ninety Days (90) days
2.1	Source of financing: Works which form the subject of this Invitation to Tender shall be financed through the 2022 Public Investment Budget of the Ministry Energy and Water Resources (MINEE)
3.1	Origin of building materials and supplies: The materials shall generally be from sources in Cameroon.



15.10- Eliminatory criteria

15.11- Administrative documents

- Absent of Bid bond
- Any **Administrative document** not in conformity with the prescriptions of this tender file shall results in elimination if the situation is not regularized within forty-Eight Hours. This rule shall not be applied to the Bid Bond
- Any bids not in conformity with the prescriptions of this tender shall be inadmissible
- False declaration or falsified documents.

15.12 Technical File

- Complete documents or scanned documents ;
- False declaration, forged or scanned documents;
- Technical assessment mark lower than 75% of "YES".

15.13- Financial Offer

- Incomplete financial Offer;
- Non-compliant documents;
- Omission of quantified unit price in the financial offer;
- Absence of breakdown of prices;

15.14 Essential criteria:

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

NO	CRITERIA	MARKS
1.	General presentation	YES/NO
2.	Quality of the personnel	YES/NO
3.	Execution Methodology	YES/NO
4	Equipment	YES/NO
5	Pre-financing capacity	YES/NO
6.	References of the bidder	YES/NO
7	Attestation and report of site visit	YES/NO
8	Non-existence in the technical file of the rubric "organization, methodology and planning	YES/NO
9	Special Technical Clauses initialed in all the pages and signed, stamped and dated on the last page;	YES/NO
10	Special Administrative Clauses completed and initialed on all the pages and signed, stamped and dated on the last page	YES/NO

9. Special Technical Clauses initialed in all the pages and signed, stamped and dated on the last page;

Special Administrative Clauses completed and initialed on all the pages and signed, stamped and dated on the last page.

10)

Award:

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 shall be done in a binary manner (**YES**) or (**NO**) with an acceptable minimum of at least **75%** of the essential criteria taken in account. The contract shall be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Public contracts' code, and having satisfied to **100%** the eliminatory criteria and at least **75%** of the essential criteria.

ARTICLE 7: Language of the bids: The offer like any correspondence and all documents concerning the tender, exchanged between the Tenderer and the Administration shall be written either in English or in French.

ARTICLE 8: Presentation of the Bids

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

A) Administrative Documents

B) Technical Documents

C) Financial Documents

8.1 External envelope: Each bidder shall seal these three (03) envelopes (A, B and C) in one sealed external envelope on which shall be written.

<<<OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE
 NO 004 /ONIT/ FUNDONG COUNCIL/FCITB/2022 OF 14 / 03 /2022 FOR THE CONSTRUCTION
 OF ADUK WATER SUPPLY SCHEME (LOT 1), AND EXTENSION OF MBAM WATER SUPPLY SCHEME
 (LOT 2) IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST REGION>>>
 (To be opened only during the bids 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 old.

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender, written by the bidder, stamped with the tariff in force
A.2	Purchase receipt of Tender File issued by a Fundong Council treasury in the amount of 75000fcfa as stipulated in the Tender Notice.
A.3	A bid bond of 500,000 FCFA for lot 1 and 394,000 FCFA for lot 2 issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.4	Certified Copy of the Business Registration, not more than three months old.
A.5	Business License (photocopy certified by the chief of center of Taxes, not more than three months).
A.6	Certified Copy of a valid taxpayer's card, delivered by the chief of center of Taxes, valid dated at most three months.
A.7	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.8	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in



	charge of Finance, not more than three months.
A.9	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP) and should be valid for at least three months
A.10	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund and should be valid for the tender concerned; the attestation should be less than three months old.
A.11	Attestation of site visit justified by pictures dated and signed by the Contractors or their representatives (the bidder must under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals (consistency of work and execution plans).
A.12	CCAP completed and initialed on all the page and signed, stamped and dated on the last page
A.13	Power of attorney where necessary

The absence or the nonconformity of one of these documents shall result in the elimination of the bid. However, the bidder shall have up to 48hours to comply but this rule shall not be applied to the bid bond

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

B.1	General presentation of the bids		
	<ul style="list-style-type: none"> - Table of content page - Colored page separators - Presentation of documents in the order given in this Tender File - Clarity of the documents presented - Quality of binding (Spiral binding /slotting with transparent fly leaf on the front cover) - Special Administrative and Technical conditions present 		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS		
B.2.1	<p>List of references of the enterprise in similar jobs of at least 15,000,000fcfa, for lot 1 and 10,000,000 for lot 2 justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances for works executed. (minutes of final reception within the past years for up to 2021)</p> <p>Minimum acceptable: 02 Contracts realized in the domain of hydraulics over the last 05 years</p>		
	1st Reference		
	2 nd reference		
NB: Final Acceptance for 2017-2019 to 2021 and provisional Acceptance for 2017-2021 should be presented for the two references.			
B.3	QUALIFICATION AND EXPERIENCE OF THE TECHNICAL STAFF		
B.3.1	01- works supervisor		
	<p>Qualification of the works supervisor: Rural/Hydraulic Engineer or Senior Rural/Hydraulic Engineering Technician</p> <p>Professional experience in the domain of Hydraulics and similar works of at least three (03) years for Rural/Hydraulic Engineer and five (05) years for Senior Rural/Hydraulic Engineering Technician</p> <p><i>CV signed and dated by the supervisor,</i></p> <p><i>A certified copy of the technical diploma</i></p> <p>An Attestation of presentation of original of the technical diploma</p> <p><i>An attestation of availability signed and dated by the concerned</i></p> <p>Certified copy of ID card signed and dated by the Police</p>		
B.3.2	02 - Site foreman (at least Basic Civil Engineering Technician)		
	<p>Qualification of the Site foreman: (at least Basic Civil or Rural Engineering Technician with at least three years' experience in the domain of hydraulics and/or Civil Constructions and other works.</p> <p>Professional experience of the Site foreman in the domain of hydraulics and/or Civil Constructions and similar works of at least three (03) years</p> <p><i>CV signed and dated by the foreman,</i></p> <p><i>A certified copy of the technical diploma</i></p> <p>An Attestation of presentation of original of the technical diploma</p> <p><i>An attestation of availability signed and dated by the foreman</i></p> <p>Certified copy of ID card signed and dated by the Police</p>		

B.3.3	03- Other personnel		
	02 (two) bricklayers with atleast GCE O/L Technical in Rural/ hydraulics engineer or its equivalent(CAP Maçonnerie) and with 3 years professional experience in the domain of Civil construction and similar works. Certified copy of their certificate and NIC should be included (CVs signed and dated by the candidates)		
	01 (Two) Carpenters with atleast GCE O/L Technical in wood works or its equivalent(CAP Menuiserie) with 3 years professional experience in the domain of Civil construction and similar works. Certified copy of their certificate and NIC should be included (CVs signed and dated by the candidates)		
	01 (one) Plumber with atleast GCE O/L (CAP) Technical in Plumbing works with 3 years professional experience in this domain. Certified copy of their certificate and NIC should be included (CVs signed and dated by the candidate)		
B.4	TECHNICAL PROPOSALS		
B.4.2	Organigram of the project (Specify names of the personnel handling the various functions)		
B.4.3	Work schedule		
B.4.5	Quality control method		
B.4.7	Environmental impact notice obtained from the council <i>(To be submitted only by the winner, after publication of results)</i>		
B.4.8	Security and safety at the site		
B.4.9	Duration of execution in respect with the Tender File		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Proof of ownership or rental of a pick-up or other vans		
B.5.2	Proof of ownership or rental of a dump truck		
B.5.3	List of small tools and prove of ownership		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity of at least 25% of the project amount (solvency) of the enterprise issued by a 1st class bank in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
B.7	Comprehensive report of site visit signed by the company engineer and justified by photos		
B.8	Special Technical Clauses initiated in all the pages and last page signed, dated and stamped.		

NB: THE signature of the concerned on the CV and Availability should be the same with that found in the National Identity Cards.

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 excluding VAT in words and in figure.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC) and net payable
C4	Sub details of unit prices according to the model attached.

NB: THE absence of unit price in the mail enclosure slip and sub detail of these prices will lead to the elimination of the bidder.

The bidders shall use for this purpose the documents and models provided in the Tender File, 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 pages in the original as well as in the copies, so as to facilitate its examination

Supply price

ARTICLE 9: 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 shall be calculated inclusive of all taxes and the prices will be obligatorily expressed in francs CFA.



The unit Schedule price expressed in figures and letters and in seven (07) copies will be joint 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 the Republic of Cameroon at the handover date of the offers.

ARTICLE 10: 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 11: Guarantee and retention guarantee

11.1 Provisional guarantee: The amount of the provisional guarantee or guarantee of tender is fixed at **500 000 FCFA for lot 1 and 394,000 for lot 2**. The time of validity of this guarantee is ninety (120) days as from the date of depositing of the offers.

11.2 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.

11.3 Guarantee Retention: A guarantee Retention of ten percent (10%) shall be operated on the amount including all taxes of the contract. The guarantee and corresponding sum shall be paid or released, after the final acceptance of works.

ARTICLE 12: Period of validity of the offers: The bidder will remain committed to his offer for ninety (90) 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 13: Number of copies of Bids to be submitted: The bids, as all the parts accompanying it shall be submitted in seven (07) copies, including one (01) original and six (06) copies. The bidder shall present his documents in a sealed labeled external envelope marked:

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

<<<OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

NO 154 /ONIT/ FUNDONG COUNCIL/FCITB/2022 OF 16/103 /2022 FOR THE CONSTRUCTION OF ADUK WATER SUPPLY SCHEME (LOT 1), AND EXTENSION OF MBAM WATER SUPPLY SCHEME (LOT 2) IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST REGION>>>

(To be opened only during the bids opening session)»

ARTICLE 14: Date and latest time of deposit of bids: The bids will have to arrive under closed fold and seal latest _____ at 10:00am, by mail registered with acknowledgement of delivery or by deposit against a receipt to the following address:

Fundong council, P.O Box 06, Fundong

Tel.: Phone: (237) 677755510 Email: fundongcouncil2014@gmail.com, Website: fundongcouncil.org

Beyond the above stated date and time, no bids shall be accepted.

ARTICLE 15: Opening of the bids: The opening of the folds will be carried out in the Fundong Council hall on the _____ as from 11:00 AM, by the Fundong Council Internal Tenders Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the bids.

ARTICLE 16: Examination of bids: The tenders' board shall examine the bids to determine if they are complete, if the required guarantees have been provided. If the documents were produced following the tender file requirements. Whether they contain calculation errors and if the bids are generally in good order. Any calculation errors will be corrected on the following bases:

- If there is a calculation error, the total price will be corrected on the basis of the unit price;
- If there is contradiction between the price in words and the price in figures, the price in words will govern;
- If there is a contradiction between the amount in the unit price in the bill of quantities and estimates, and the unit price breakdown (sub detail), the amount in the unit price breakdown shall govern.

AWARD OF THE CONTRACT

ARTICLE 17: Award of the contract: Upon the proposal of the Tenders Board, the Contracting Authority shall award the contract to the technically qualified bidder with the lowest amount. The decision carrying the award of the contract shall be published by way of press release or any other means of publication used in the Administration.

DOCUMENT No. 4:

SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

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- 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
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- 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)
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- Article 30 - Obligations of the Project Owner (GAC supplemented)
- Article 31 - Execution deadline of contract (article 38 of GAC)
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- Article 33 - Making available documents and site (article 42 of GAC)
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- Article 42 - Provisional acceptance (article 67 of GAC)
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- Article 44 - Guarantee time-limit (article 70 of GAC)
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- Article 46 - Termination of the contract (article 74 of GAC)
- Article 47 - Force majeure (article 75 of GAC)
- Article 48 - Differences and disputes (article 79 of GAC)
- Article 49 - Drafting and dissemination of this contract
- Article 50 - Entry into force of the contract
- Article 51 - Information to be posted



Chapter I: General

Article 1: Subject of contract: **The purpose of this contract is for the CONSTRUCTION OF ADUK WATER SUPPLY SCHEME (LOT 1), AND EXTENSION OF MBAM WATER SUPPLY SCHEME (LOT 2) IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST REGION**

Article 2: Contract award procedure: This contract is awarded through an Open National Invitation to Tender by emergency procedure

Article 3: Definitions and duties

3.1 General definitions

- **The Contracting Authority:** shall be the **Mayor of Fundong Council**: He shall award the contract, ensure the preservation of originals of said contract documents and the transmission of copies to the Delegation in charge of Public Contracts and to the body in charge of regulation.
- **The Project Owner:** shall be the **Mayor of Fundong Council**. He shall represent the beneficiary administration of the works.
- **The Contract Manager:** shall be the **Council Development Officer for Fundong Council**. He shall ensure respect of the administrative, technical and financial conditions and contractual deadlines.
- **The Contract Engineer:** shall be the **Divisional Delegate of Energy and Water Resources for Boyo**, hereinafter referred to as the Engineer.
- **The Project Manager** shall be the **chief of service for water resources in DD/MINEE Boyo**. He/She shall ensure the quality and quantity of works as prescribed by the regulations in force up to the acceptance stage. He will assist at the definition and preparatory stages

3.2 Security: This contract may be used as a security subject to any form of transfer of the debt.

In this case:

- The authorities in charge of authorising payments shall be the **Mayor of Fundong Council**
- The authority in charge of the clearance of expenditures shall be *the Divisional Finance Controller Boyo*.
- The body or official in charge of payment shall be the **Municipal Treasurer of Fundong Council**
- The official competent to furnish information within the context of execution of these contracts shall be *the Divisional Delegate of Public Contracts*.
- The service for the controlling and monitoring of the project shall be the **Divisional Control Brigade of MINMAP Boyo**

Article 4: Language, applicable law and regulation

1.4 The language to be used shall be English or French.

1.5 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: The constituent contractual documents of this contract are in order of priority:

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the General 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;
- 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 Technical specifications 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.

1. *1. Framework Law No. 96/12 of 5 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 23 February 2001 relating to the setting up, organization and functioning of the Public*
 - a. *Contracts Regulatory Agency*
5. *Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;*
6. *Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;*
7. *Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code; zaa*
8. *Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;*
9. *Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;*
10. *Circular No 000004561/C/MINFI of 30 December 2021 on the instruction relating to the execution of finance laws, monitoring and control of the execution of the Budget of the state and other public entities for the 2022 fiscal year.*
11. *Unified Technical Documents (DTU) for Boyo works;*
12. *Applicable standards;*
13. *Other instruments specific to the domain concerned with the contract (*
14. *Circular for site installation)*

Article 7: Communication

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

a) In the case where the contractor is the addressee: Sir/Madam **THE CONTRACTOR**

Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his residence/base known to the Project Owner and Contract Manager, correspondences shall be validly addressed to Fundong Council.

b) In the case where the Project Owner is the addressee: **The Mayor of Fundong Council** and a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.

c) In the case where the Contracting Authority is the addressee: **The Mayor of Fundong Council** with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable

1.2 The contractor shall address all written notifications or correspondences to the Project engineer with a copy to the Contracting Authority.

Article 8: Administrative Orders: The various Administrative Orders shall be established and notified as follows:

8.1 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 Contract Manager, Contract Engineer, the Project Manager and the Paying Body, 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 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 Project Owner and notified to the contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer 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 his services to the contractor with a copy to the Project Owner, Contract Manager, Contract Engineer 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 Orders 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:

9.1 This contract shall be in one phase only. 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:

10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification of personnel, the contractor shall replace the personnel by another member of staff of equal competence or more (qualifications and experiences).

10.2 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.

10.3 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 below or the application of penalties: *[to be specified where need be]*.

Chapter II: FINANCIAL CONDITIONS

Article 11 Guarantees and bonds:

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.

11.2 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.

11.3 Guarantee of start-off advance: At the request of the contractor a start-off advance of 20% maximum of the amount of the contract inclusive of all taxes guaranteed at 100%, shall be accorded him and conditions for the return of the guarantee]

Article 12: Amount of the contract: The amount of this contract as indicated by the attached bill of quantities and 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:

a. 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.

b. For payments in foreign currencies (*amount in figures and letters exclusive of taxes*) by credit to account No. _____ opened in the name of the contractor in _____ bank.

Article 14: Price variation:

14.1 Prices shall be firm.

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

14.2 Price updating modalities (not applicable)

Article 15: Price revision formulae: Not applicable

Article 16: Price updating formulae: Not applicable

Article 17: Works under State supervision:

17.1 The percentage of works under State supervision shall be 2 % of the amount of the contract and its additional clauses, where applicable.

17.2 In the case where the contractor was 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: This contract is evaluated at unit prices

Article 19: Evaluation of supplies: No security shall be requested for payments on account on supplies.

Article 20: Advances:

20.1 The Contracting Authority *may* grant a start-off advance equal to 20 % of the amount of the contract (all taxes inclusive)

20.2 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.

20.3 The total amount of the advance must be reimbursed not later than when the value in Secondary price of the works reaches eighty (80) percent of the amount of the contract.

20.4 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.

20.5 The possibility of granting start-off advance or advance for supplies must be expressly stipulated in the Tender File.

Article 21: Payment for works:

21.1 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.

21.2 Monthly detailed account: Not 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.

The Project Manager has a time-limit of seven (7) days to forward to the Contract Manager the detailed accounts he has approved. The Contract Engineer has a maximum time-limit of twenty-one (21) days to forward the detailed accounts he approved such that they are in his possession not later than the twelve of the month. The Contract Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.



Payments shall be done by the Project owner within a maximum deadline of three (03) calendar days from the date of submission of the approved detailed accounts.

21.3 Detailed account of start-off account: Not applicable

Article 22: Interest on overdue payments: Possible interests on overdue payments are paid by statement of sums due in accordance with article 166 of Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code.

Article 23: Penalties:

A. Penalties for delay

23.1 The amount set for penalties for delays shall be set as follows:

- a) One two thousandth ($1/2000^{\text{th}}$) 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;
- b) One thousandth ($1/1000^{\text{th}}$) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.

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

B. Specific penalties

23.3 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:

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:

25.1 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 summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

25.2 The Contract Manager has up to thirty (30) days to notify the corrected and approved draft to the Project Manager.

25.3 The contractor has up to thirty (30) days to return the signed final detailed account.

Article 26: General and final detailed account

26.1 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 Contract Manager 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.

26.2 The contractor has up to thirty (30) days to return the signed final detailed account.

Article 27: Tax and customs regulations: 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 AIR which is a deduction on company taxes;
- Registration dues in accordance with the Tax Code;
- Dues and taxes attached to the execution of services provided for in the contract;

- o Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
- o Council dues and taxes;
- o Dues and taxes relating to the extraction of buildings 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: Seven (7) original copies of the contract shall be stamped by taxation service and at the cost of the contractor, in accordance with the applicable regulations.

Chapter III: Execution of works

Article 29: Nature of the works: The works shall include especially: (position or volume of works), See Special Technical Conditions.

Article 30: Role and responsibilities of the Project Owner

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:

31.1 The time-limit for the execution of the works forming the subject of this contract shall be **three (03) months - ninety (90) 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: Role and responsibilities of the contractor: The detailed and general plan of progress of the works shall be communicated to the Project Manager in *five (05) copies* at the beginning of each month.

Article 33: Provision of documents and site: A reproducible copy of the plans featuring in the Tender File shall be submitted by *the Contract Manager*. 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: The following insurance policies are required within the scope of this contract in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the contract (*to be adapted*):

- *Liability insurance, business manager;*
- *Comprehensive insurance of the site;*
- *Insurance covering its ten-year obligation, where applicable.*

Article 35: Documents to be furnished by the contractor:

35.1 Programme of works, Quality Assurance Plan and others.

a) 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 Manager after the endorsement of the Contract Engineer the execution programme of the works, his work calendar, his draft Quality Assurance Plan and the Environment Impact Notice, where applicable.

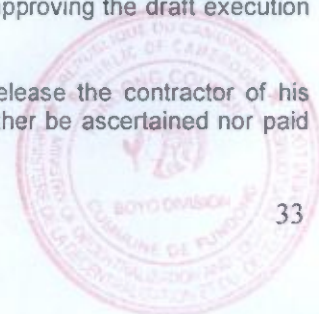
This programme shall be exclusively presented according to the furnished models.

Two (2) copies of these documents will be returned to him within a deadline of fifteen (15) days from the date of receipt 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 Project Engineer and the Contract Manager then have a deadline of five (5) days each to give his approval or possibly make comments. Delay in approving the draft execution schedule shall stay the execution deadline.

The approval given by the Contract Manager or Project Manager 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 Manager. 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.

b) The Environment Impact Notice should bring out notably the choice of technical conditions of the site and Secondary life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.

c) 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.

d) The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract..

35.2 Execution draft

a) 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 or Project Manager* at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.

b) 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: Organisation and safety on site: 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. The services to inform in case of interruption of traffic or along the deviated itinerary are the *Contracting Authority, Project Owner, contract Engineer*

ARTICLE 37: Commencement of work: Before the commencement of work, the contractor shall be installed on the site by a commission that is made up of the following:

The Project Owner or his representative	(Chairperson)
The Contract Manager	(Member)
The Contract Engineer or his representative	(Secretary)
The Project Manager	(Member)
The Divisional Delegate of MINMAP or his representative;.....	(Observe)
The Contractor or his Representative.....	(Observer)
The Divisional Delegate of MINEPAT or his representative.....	(Member)

The Project Owner (Chairperson) shall schedule for the site installation and invite the members of the commission by a letter of invitation - not more than five (5) working days. Each member of the commission shall be entitled to indemnity paid by the Project Owner according to the bareme enforced.

Article 38: Setting out of the structures: The Project engineer, upon receipt of the contract documents transmitted by the Contracting Authority shall indicate to the contractor - within five (5) days the building line and all other Secondary points and levels of the project, for proper setting out.

Article 39: Sub-contracting: The part of the works that can be sub-contracted shall be 30 % of the initial amount of the contract and its additional clauses.

Article 40: Site laboratory and trials: The project engineer has a deadline of three days to approve the contractor's personnel and laboratory as soon as the request is made.

Article 41: Site logbook:

40.1 The Site logbook must be systematically jointly signed by the Project Manager or Engineer, where need be and the contractor's representative each day.

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

NB: The Site logbook must be such that two carbon copies of each page are left behind.

Article 42: Use of explosives: The contractor shall not use any explosives without prior authorization.

Chapter IV: ACCEPTANCE OF WORKS

Article 43: Pre- Acceptance: Before the provisional acceptance of the works, the contractor shall make a written request to the Contract Engineer, who shall then 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

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

- The Contract Engineer or his representative.....(Secretary)
- The Project Manager.....(Member)
- The Contractor or his Representative.....(Member)
- Control Brigade MINMAP Boyo.....(Member)

During this pre-acceptance, the commission shall eventually specify the reserves to be up-lifted and the corresponding works to be effected before the provisional acceptance.

Article 44: Provisional Acceptance: The contractor shall request the Authorizing officer in writing, to schedule and call for the provisional acceptance of the works. The report (minutes) of the Pre- Acceptance shall be attached to the said request. The Authorizing officer shall then fix the date of acceptance in collaboration with the Contract Engineer and call for the task by a letter of invitation. The acceptance commission shall comprise the following;

- The Project Owner or his representative (Chairman)
- The Contract Manager.....(Member)
- The Project Manager.....(Member)
- The Fundong Council Stores Accountant (Member)
- The Divisional Delegate MINEPAT or his representative..... (Member)
- The Contractor or his Representative..... (Member)
- The Divisional Delegate of MINMAP(Observer)
- The Chairman of the Water Management Committee.....(Member)
- The Contract Engineer or his representative..... (Secretary)

The commission shall examine the report of the Pre-acceptance and shall proceed to the Provisional Acceptance if satisfied with the works executed. An acceptance report (process - verbal) of the works shall be prepared by the Contract Engineer and signed by all the commission members on the site.

Article 45: Final acceptance: Final acceptance shall take place within a maximum deadline of fifteen (15) days from the date of expiry of the guarantee. The commission and procedure for final acceptance shall be the same as for Provisional Acceptance

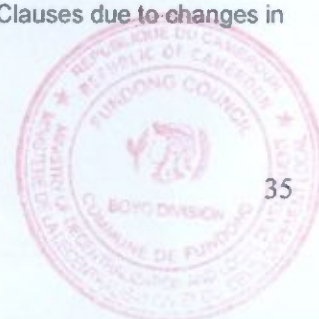
Article 46: Guarantee Period: The guarantee period shall last for one (01) year from the date of the provisional acceptance.

Chapter V: SUNDRY PROVISIONS

Article 47: Termination of the contract (article 74 of the GAC)

The contract may be terminated as provided for in Section II Paragraph 1 and 2 of Decree No. 2018/366 of 20 June 2018 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

- Death of the allottee.
- Bankruptcy of the allottee
- Judicial liquidations
- In case of sub-contracting, co-contracting or subsidiary orders with the prior authorisation of the project owner
- Failure to comply with labour laws and regulations
- Significant price variation under the conditions laid down by the General Administrative Clauses due to changes in economic conditions or in the initial quantities of the contract.
- Duly established fraudulent and corrupt practices



- 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 48: Case of force majeure (article 183 of the GAC): If the contractor were to raise the issue of force majeure, the thresholds below which claims shall not be admitted are:

- Rainfall: 200 millimetres in 24 hours;
- Wind: 40 metres per second;
- Flood: decennial flood frequency.
- Social unrest,
- Road blockage,
- High level insecurity / terror
- Out break of pandemic

Article 49: Disagreements and disputes (article 187 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 Cameroonian jurisdiction.

Article 50: Production and dissemination of this contract: Ten (10) copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

Article 51: Entry into force of this 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.

Article 52 and last: INFORMATION TO BE POSTED: The Contractor shall put up a visible sign board (*total height=2.80m, width=1.20m, board thickness=2.5cm at 1,20m above the ground level with poles embedded in concrete*) at the entrance to the site on a place approved by the Contract Engineer, bearing the following text written on one side of the board.

<p style="text-align: center;">REPUBLIC OF CAMEROON</p> <p style="text-align: center;">Peace - Work - Fatherland</p> <p>CONSTRUCTION OF ADUK WATER SUPPLY SCHEME (LOT 1), AND EXTENSION OF MBAM WATER SUPPLY SCHEME (LOT 2) IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST REGION</p> <p>CONTRACTING AUTHORITY: THE MAYOR OF FUNDONG COUNCIL</p> <p>PROJECT OWNER: THE MAYOR OF FUNDONG COUNCIL</p> <p>CONTRACT MANAGER: THE COUNCIL DEVELOPMENT OFFICER OF FUNDONG COUNCIL</p> <p>FINANCING: 2022 PUBLIC INVESTMENT BUDGET (PIB) MINEE</p> <p>CONTRACTOR:.....</p> <p>DURATION 3 MONTHS (90 DAYS)</p> <p>CONTRACT ENGINEER: THE DIVISIONAL DELEGATE OF WATER RESOURCES AND ENERGY FOR BOYO DIVISION</p> <p>DURATION OF CONTRACT: THREE MONTHS (90 CALENDAR DAYS)</p>

DOCUMENT NO. 5:

Special Technical Conditions (STC)

- I - PREPARATORY WORKS
- II- CONSTRUCTION WORKS
- III- REHABILITATION WORKS
- IV - PIPING NETWORK
- V - ENVIRONMENTAL MITIGATION MEASURES
- VI - PROJECT SUSTAINABILITY

1 – GENERALITIES: This present special technical specifications concern the **CONSTRUCTION OF ADUK WATER SUPPLY SCHEME (LOT 1), AND EXTENSION OF MBAM WATER SUPPLY SCHEME (LOT 2) IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST REGION.** It is the duty of the contractor to realize the scheme including the structures as per the specifications and plans that shall be approved by the competent authority. Through the contract Engineer, the contractor shall furnish the owner of the project and other project team members within 15 days from the date of notification to start work with an execution plan showing clearly how he intends to run the work site.

SIGN-POSTS: The contractor shall put in place at his expense a sign-posts indicating the ongoing work in conformity with the plans put at his disposal by the contracting authority.

Hygiene and safety: The contractor shall ensure total hygiene and security of the site by constructing a temporal latrine and putting up a temporal fence around the project site if need be.

The contractor shall be responsible for the protection of the structures before final reception. He shall be equally responsible for all tools and materials present at the work site. He shall seek an insurance policy to cover theft and fire incidence.

The contractor shall take all preventive measures against accidents. The owner of the project has the right to intervene in case of any emergency without necessary interfering with the activities of the contractor.

The contractor shall verify all dimensions on the plans. For execution, no dimension shall be measured with a scale rule from the plans. The contractor shall check in-situ the possibility of translating the dimensions on plans to the structure before work begins. He shall refer to the Project Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall inform the Project Engineer of any changes that he considers necessary.

All modifications accepted by the contractor shall be accomplished within a specified duration and at his cost without modification of the contract amount. The owner of the project shall have the right to the final choice in case of any modification.

2- PREPARATORY WORKS : These works concern the Installation of project signboard, acquisition of worksite office, store and lodging places for personnel, general site cleaning and implantation, demolition of temporary structures. These shall also include preparation of working documents.

The descriptive notice completes or confirms the indications on the execution plans. In the case of contradictions between the plans and the descriptive notice, the project team shall be contacted for examination, elaboration and conclusion. These technical specifications have as objective the definition of the consistence of works to be executed in accordance with the plans and according to technical norms for the construction of classroom buildings.

3- CONSTRUCTION WORKS: This shall include the construction of valve chambers (80 × 80 × 100cm) in stone masonry and concrete floor.

Nomenclature of Work

Excavation for construction

Excavation shall be made to levels and dimensions depending on the type of soil. All structures must be placed on hard soil. The supervisor shall approve the depth of the excavation before the construction starts. The foreman must see into it that all shouldered stumps and other obstructions encountered in the course of excavation are removed.

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.

M450 mortar shall be used for the finishing of the external joints.

Mortar and Concrete

Mortar

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) millimetres 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.

Concrete

Reinforced concrete in elevation shall contain 350 kilogrammes of cement per cubic metre and shall be vibrated during laying.



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.

Pointing and Plastering

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.

Plastering

Plastering of surfaces in contact with water shall comprise pointing of the mortar joints followed by 1 cm thick of spatter dash 1:2 M625. Application of a rendering coat of 2 cm thick 1:4 (M300) mix and a setting coat 2 cm thick 1:2 M625. The wall is then finished with cement paste.

B) Plastering of surfaces not in contact with water as chambers for air valves, valves, and washouts shall be 1 coat of plaster 1 cm thick and a mix of 1:3 (M400).

The floor shall be in cement grout, smoothly trowel finished on a sand screed of 3 cm thick.

4- REHABILITATION WORKS: This shall include the general rehabilitation of all existing structures and stand taps for proper functioning of the entire scheme it proper functioning. This shall also include the repair of leakages in storage tanks and catchments where ever necessary in the entire scheme.

5- PIPING NETWORK:

Description

This item shall consist of the provision, replacement and installation of all pipes including the installation of accessories like couplings, 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 manufacturer'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 couplings, tees, reducers, etc. etc.

This price shall also include full compensation for the inspection of excavations by third parties as well as the guidance of backfill activities by third parties.

Variations in quantities, which vary more than 15 percent from the quantities as mentioned in this document, shall be determined and compensated.

Excavation of Trenches

The depth of the trenches for the piping network shall be done in function of the diameter of the pipes used. The minimum depth of excavation shall be gotten by the formula $(70\text{cm} + \text{D})$ where D is the diameter of the pipe used and the widths as directed by the supervisor and shown on the plan.

Setting out of works

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

Earth Works

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.

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

The bottom of the trench shall be free of any stones or other materials which could incur damage to the pipes. Trenches shall be dug in accordance to the plans to facilitate the laying of pipes. After pipes must have been laid, they must be carefully filled and ramped in soil layers of 20cm. The supervisor is responsible for the supervision of the excavation and backfilling of the trenches by the community.

Plumbing Works

Plumbing works here refer to:

- i) Laying of the pipes in the trenches
- ii) Installation of fittings for air valves, washouts and control valves
- iii) Installation of branch accessories up to the last plastic pipe before standpipes

Pipes specifications

Pipes should meet the physical characteristics presented in table A below.

Table A: Physical Characteristics of Pipes

External Diameter			Thickness		Service Pressure	Test Pressure 1h at 20°C
Ø	Tolerance	Average	Nominal	Max.		
20	±0.5	0.3	1.5 2.3	1.9 2.8	1.6 2.5	6.5 10.3
25	±0.5	0.3	1.9 2.8	2.3 3.3	1.6 2.5	6.5 10.3
32	±0.5	0.3	2.4 3.6	2.9 4.2	1.6 2.5	6.5 10.3
40	±0.5	0.3	3 4.5	3.5 5.2	1.6 2.5	6.5 10.3
50	±0.5	0.3	3.7 5.6	4.3 6.4	1.6 2.5	6.5 10.3
63	±0.8	0.3	3 4.7 7.1	3.5 5.4 8.1	10 6.3 4	4 6.5 10.3
75	±0.9	0.3	3.6 5.5	4.2 6.3	10 6.3	4.1 6.5
90	±1.1	0.3	4.3 6.6	5 7.5	10 6.3	4.1 6.5
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
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
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
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

Tolerances

Ovalization : 1mm



Length of pipe : 1% 6cm

Socket length : 0.6 mm

13.1.1 Control tests for pipes

a) Length

The tolerance for pipe lengths shall be 1% (6cm) 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 0.3mm for pipes of external diameters between 25mm and 50mm, and 0.4 mm for pipes between 63mm and 75mm diameters. Before reception, the supervisor shall verify the external diameters of 15 pipes for every 300 pipes. If 6 or more pipes do not meet the tolerance prescribed above, he reserves the right to reject the whole lot. If 5 pipes do not meet the tolerance above, 15 other pipes are selected at random from the same lot and verified. If the same results are obtained for 5 pipes, the whole lot is rejected.

c) Thickness

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

Table B: Thickness verification

No. of pipes in the lot	No. of pipes randomly selected for verification	No. 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 agreed methods by the supervisor on a 15 – 30 cm 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 samples 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 specifications, 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

Description of Goods	Trade Mark	Make
G.I. TEE 2	CK or HG	UK
G.I. TEE 2 ½	CK or HG	UK
NIPPLE 0 ¾	CK or HG	UK
NIPPLE 1 "	CK or HG	UK
NIPPLE 1 ¼	CK or HG	UK
NIPPLE 1 ½	CK or HG	UK
NIPPLE 2 "	CK or HG	UK
NIPPLE 2 ½	CK or HG	UK
PVC ELBOW 63	Commer or EPE	Italy
PVC RED SOCKET 40-32	Commer or EPE	Italy
PVC RED SOCKET 50-40	Commer or EPE	Italy
PVC RED SOCKET 63-50	Commer or EPE	Italy
PVC RED SOCKET 75-50	Commer or EPE	Italy
PVC RED SOCKET 75-63	Commer or EPE	Italy
PVC TEE 32	Commer	Italy
PVC TEE 40	Commer	Italy
PVC TEE 50	Commer	Italy
PVC TEE 63	Commer	Italy
PVC TEE 75	Commer or ASK	Italy
PVC VALVE 32	Commer or ASK	Italy
PVC VALVE 40	Commer or ASK	Italy
PVC VALVE 50	Commer or ASK	Italy
PVC VALVE 63	Commer or ASK	Italy
PVC VALVE 75	Commer or ASK	Italy
REDUCER G.I. 1 "-3/4	CK or HG	UK
PVC RED SOCKET 75-63	Commer or EPE	Italy
SADLE PIECE 32-1 "	Commer or pp	Italy
SADLE PIECE 40-1 "	Commer or pp	Italy
SADLE PIECE 50	Commer or pp	Italy
SADLE PIECE 50-1 "	Commer or pp	Italy
SADLE PIECE 63	Commer or pp	Italy
SADLE PIECE 63-1 "	Commer or pp	Italy
SADLE PIECE 75-1 "	Commer or pp	Italy
TAP 0 ¾	Enlenel	German
PVC UNION 0 ¾	Commer	Italy
PVC UNION 1 "	Commer	Italy
PVC UNION 1 ¼	Commer	Italy
PVC UNION 1 ½	Commer	Italy
PVC UNION 2 "	Commer	Italy
PVC UNION 2 ½	Commer	Italy
G.I. Plug ¾ "	Italy or HG	
NON RETURN VALVE 2 "	Italy	Italy
GEBAJOINT	Geb	France
GLUE 1 KG	Geb	France
HERM (ROLL)	France	France
SAND PAPER (ML)	German	German

Backfill

Backfill for the piping system and structures shall be performed by the contractor.

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

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

Maintenance of excavations.

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

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

The excavations shall be protected against flooding, and any water entering them whether by seepage, rains, storms, floods or any other way. Water shall immediately be removed by pumping or baling.

It is the contractor's responsibility to keep excavations dry and the contractor shall remove all water, at his expense.

The contractor shall include costs, which he might incur on this item in the unit prices of other items (piping and structures).

4- ENVIRONMENTAL MITIGATION MEASURES: This shall include Water Quality tests: these include Physico-Chemical and Bacteriological analyses of the sampled water. This shall also include the Protection of the five catchment areas by: - the demarcation of its zone of influence through the erection of a fence made of barbed wire; - the planting of water friendly trees in it (*Pinus Africanus*, *Mysopsis* or *Wenge*); - the erection of a sign board prohibiting human activities in the area.

11 5- PROJECT SUSTAINABILITY: The sustainability of the project shall be assured by a series of measures among which shall include the Supply of a complete tool box and spare parts [List of tools and spare parts to be prescribed by at the Divisional Delegation of MINEE.BOYO]. Equipment to be officially handed to the Chairman of the WMC during the Provisionary Reception by the reception commission. This shall also include some basic training to be given to the caretakers (at least 02persons) as well as the management committee. The entrepreneur shall obtain an attestation of environmental impact notice from the council concerned, indicating that the environment impact notice has been carried out by the project owner

The site must be chosen outside of the sensitive zones, in order to limit the site clearing, the extraction of bushes, the setting out of the building and general circulation.

The site must foresee an adequate drainage of waters on the whole surface. The maintenance areas and of washing should be concreted. These maintenance areas should have a slope toward a cesspool provided for the purpose and toward the inside of the platform in order to avoid the out-flow of the polluting products toward the site and the neighborhood.

At the end the works, the entrepreneur will do all necessary works to the restoration of the various places of the site. The entrepreneur should fold all his material, and equipment. He should demolish all stationary installation, as foundation, support made of concrete or metallic, etc. in order to put back the site in its nearest initial state. No equipment nor materials should be abandoned on the site, nor in the vicinity after the execution of all the works. Left-over materials are to be covered with a layer of earth, and the site has to receive an adequate drainage in order to avoid all erosion as the case may be.



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 : AEPG
- 5 : AEPP
- 6 : AEP Mixte
- 7 : Source
- 8 : Source Rehab

Other Information

STATE OF STRUCTURE:

☐

- 1 : Fonctional
- 2 : Partially
- 3 functional

Observation:

4 3 : Non fonctional

NATURE OF BREAKDOWN

☐

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

EQUIPEMENT

GRAVITY:

☐

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

PMH

Pump mark:

☐

0 : Other

- 1 : Vergnet
- 2 : Indian mark
- II ou III 3 : Rope

MANAGEMENT OF HYDRAULIC STRUCTURE /WATER POINT

FUNDING MODE:

☐

- 0 : others
- 1 : Comitee water point
- 2 : Private management

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 3 : Private
operator

NOMBER OF CONSUMMERS

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

PRINCIPAL USAGES

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:	°	(m)	Drawn down :		(m)
Static level:		(m)	Exploitation flow rate:		(m ³ /h)
Top strainer level:		(m)	Specific flow rate :		(m ³ /h/m)
Diametre:		(mm)	Network length :		(m)
Depth:		(m)	Number of subscribers :		
Storage capacity :		(m ³ /l)	Number standtaps :		
Storage Coefficient :		(m)	Piping distribution :		
Piping distance:		(r)	Number stand taps :		

ENVIRONNEMENT

Less than 35 m:

Non public sanitation availability ☐ 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:

présence of wet zone or swamp ☐ Yes ☐ no

If yes, indicate the council area:



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 refuges around the structures?

☐☐☐

yes

no

Development

Exhaure.....?

Base.....?

Margelle.....?

Cover.....?

Water outlet.....?

Supply.....?

yes ☐ no

Spare parts

2

Name and signature of contractor At..... the	Name and signature of beneficiary At..... the	Name and signature of Project engineer At..... the
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DOCUMENT N° 06
UNIT PRICE SCHEDULE
LOT 1

BILL OF QUANTITIES FOR THE CONSTRUCTION OF ADUK WATER SUPPLY SCHEME, FUNDONG SUBDIVISION, BOYO DIVISION					
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				
201	CATCHMENT				
2011	Construction of Spring intake with 2m ² reinforced concrete collection chamber.	U	1		
2012	construction of connection chambers	U	2		
2013	construction of break pressure points	U	2		
SUB Total 201.....					
202	20m³ CIRCULAR STORAGE TANK IN STONE MASONRY WITH AN INTERNAL CONTROL ROOM EQUIPPED WITH A METALLIC DOOR (PLUMBING ACCESSORIES INCLUSIVE).				
2021	Site clearance.	M ²	110		
2022	Setting out of foundation.	LS	1		
2023	Excavation of foundation.	m ³	30.00		
2024	Lean concrete.	m ³	0.20		
2025	Reinforced concrete foundation in PC 350kg/m ³ (rods size diameter 10mm).	m ³	5.50		
2026	Stone masonry walls 40cm thick.	m ³	8.70		
2027	Chiselling and pointing of internal and external walls of tank and control room (ratio: 1:1).	m ³	2.56		
2028	Waterproof plastering of internal walls in three (03) coats.	m ³	2.45		
2029	Flooring (ration 1:2) and benching of angle (ratio: 1:1).	m ³	3.50		
20210	Formwork 1x12	U	20		
20211	Formwork Props	m ³	20		
20212	Reinforced concrete roof slab in PC 400kg/m ³ (rods size diameter 12mm) with provision for two (02) manholes.	m ³	5.27		
20213	Backfilling of foundation.	U	18.00		
20214	Production and installation of iron door 210x80cm with a vachette lock.	U	1		
20215	Purchase of a metallic ladder 3m height.	LS	1		
20216	other plumbing accessories (PVC valves dia.75mm, PVC and GI elbows, adaptor, tees, strainer 3" etc.).	LS	1		
SUB TOTAL 202.....					
203	CONSTRUCTION WORKS				
2031	Standpipe equipped with soak-away pit(double).	U	2		
2032	Standpipe equipped with soak-away pit(single).	U	11		
2033	Control valve chamber (80x80x100cm) in stone masonry.	U	2		
2034	Stream crossing each with three (03) GI pipes 2", two (02) reinforced concrete pillars 2.5m height and installation of washout valve.	U	3		



SUB TOTAL 203.....					
300	REHABILITATION WORKS.				
301	Rehabilitation of stand taps	U	7		
SUB TOTAL 300					
400	PIPING NETWORK				
401	Pipeline excavation	ML	2,490		
402	Supply and laying of PVC Pipe Dia.75 NP10	ML	167		
403	Supply and laying of PVC Pipe Dia.63 NP10	ML	165		
404	supply and laying of PVC Dia.40 NP10	ML	34		
405	supply and laying of PVC Dia.32 NP10	ML	50		
406	Production and implantation of pipeline indicators in reinforced concrete every 100m.	U	22		
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	2,490		
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.-the erection of a sign board prohibiting human activities in the area.	U	1		
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 Division, the Divisional Delegate MINEE of the Division, the Development Association President and the Chairman of the WMC, Signed list of elected members WMC with ID Cards and Telephone contact numbers.	Sessi on	3		
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					

This bill is closed at a sum of.....

DOCUMENT N° 07
BILL OF QUANTITIES AND COST ESTIMATES
Lot 2

BILL OF QUANTITIES FOR THE EXTENSION OF MBAM 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				
201	CATCHMENT				
2011	Construction of 1m ² reinforced concrete control chamber.	U	2		
SUB Total 201.....					
203	10 m³ CIRCULAR STORAGE TANK IN STONE MASONRY WITH AN INTERNAL CONTROL ROOM EQUIPPED WITH A METALLIC DOOR (FLOAT VALVE 2½ AND OTHER PLUMBING ACCESSORIES INCLUSIVE)				
2031	Site clearance.	M ²	10		
2032	Setting out of foundation.	LS	1		
2033	Excavation of foundation.	m ³	5.85		
2034	Lean concrete.	m ³	0.85		
2035	Reinforced concrete foundation in PC 350kg/m ³ (rods size diameter 8mm).	m ³	1.46		
2036	Stone masonry walls 40cm thick.	m ³	2.00		
2037	Chiselling and pointing of internal and external walls of tank and control room (ratio: 1:1).	m ³	4.00		
2038	Waterproof plastering of internal walls in three (03) coats.	m ³	1.65		
2039	Flooring (ration 1:2) and benching of angle (ratio: 1:1).	m ³	0.90		
20310	Formwork 1x12	U	5		
20311	Formwork Props	U	5		
20312	Reinforced concrete roof slab in PC 400kg/m ³ (rods size diameter 8mm) with provision for two (02) manholes as shown on plan.	m ³	1.60		
20313	Backfilling of foundation.	m ³	1.20		
20314	Production and installation of iron door 210x80cm with a vachette lock.	U	1		
20315	Purchase of a metallic ladder 2.5m height.	U	1		
20316	Purchase and installation of float valve 2 1/2" and other plumbing accessories (PVC valves dia. 90mm and 75mm, PVC and GI elbows, adaptors, tees, strainer 3", automatic control valve etc.).	LS	1		
SUB TOTAL 203.....					
300	Standpipe equipped with soak-away pit.	U	3		
SUB TOTAL 300.....					
400	REHABILITATION WORKS				
401	Rehabilitation of existing tank	LS	1		

402	Rehabilitation of Spring intake with 1m ² reinforced concrete collection chamber.	LS	1		
SUBTOTAL...					
500	PIPING NETWORK				
501	Pipeline excavation	ML	2,086		
502	Supply and laying of PVC Pipe Dia.50 NP10	ML	300		
503	Supply and laying of PVC Pipe Dia.32 NP12.5	ML	42		
504	Supply and laying of G I 2 1/2"	U	6		
505	Plumbing accessories.	LS	1		
416	Laying of pipes.	ML	2,086		
417	Production and implantation of pipeline indicators in reinforced concrete every 50m.	U	42		
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	2,086		
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 (<i>Pinus africanus</i> , <i>Mysopsis</i> or <i>Wenge</i>); - the erection of a sign board prohibiting human activities in the area.	U	1		
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].	Session	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					

[]



This bill is closed at a sum of

DOCUMENT N°. 8

FRAMEWORK OF SUB-DETAIL OF PRICES

DESIGNATION :Studies and site installation					
No	Daily out put		Total quantity	Unit	Duration of activity
WORKMAN SHIP	Category	No	Daily wage	Days break up	Amount
TOTAL A					
EQUIPMENT/MECHIN ES	Type	No	Daily rate	Days break up	Amount
TOTAL B					
MATERIAL AND MISCELLANEOUS	Type	Unit	Unit cost	Quantity	Amount
TOTAL C					
D	DIRECT TOTAL COST			A+B+C	
E	GENERAL SITE EXPENESES			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 No. 9:
Model contract

REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

MINISTÈRE DE DÉCENTRALISATION ET DU
DÉVELOPPEMENT LOCAL

REGION DU NORD-OUEST

DEPARTEMENT
DE BOYO

COMMUNE DE
FUNDONG



REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTRY OF DECENTRALISATION AND
LOCAL DEVELOPMENT

NORTH-WEST REGION

BOYO
DIVISION

FUNDONG COUNCIL

Ref: No. _____/NWR/BOYO/FC

Fundong the _____

JOBGING ORDER No ____/JO/ S/NWR/BOYO/FC OF2022

Awarded following **OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE**
N° ____/ONIT/ FUNDONG COUNCIL/FCITB/2022 OF ____/____/2022 FOR THE CONSTRUCTION
OF ADUK WATER SUPPLY SCHEME (LOT 1), AND EXTENSION OF MBAM WATER SUPPLY
SCHEME (LOT 2) IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST
REGION

Project Owner

HOLDER _____ : [indicate name and full address of holder]
P.O. Box _____, Tel: _____ Fax: _____

Business Registration N° _____ at
Taxpayer's N° _____

SUBJECT _____ : Execution of _____ works;
Lot No. _____; Network _____

PLACE: FUNDONG **Division:** Boyo **Region:** NORTH WEST REGION
EXECUTION DEADLINE: One hundred and twenty days (04) months
AMOUNT IN CFA F:

THT	
TTTC	
VAT (19.25%)	
AIR(5.5%) or (2.2%)	
NET PAYABLE	

FINANCING : MINDDEVEL: BIP 2020
: MINEE BIP 2020

BUDGET HEAD : LOT 1 IVO5029
: LOT 2 IVO3490
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 Registration N°. _____
Taxpayer's N°. _____

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: Bill of Quantities and Estimates



Page _____ and last of JOBBING ORDER No. _____ /02/JO/NWR/BOYO/FC OF2022 Awarded following **OPEN OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE**
N° _____ /ONIT/ FUNDONG COUNCIL/FCITB/2022 OF _____ / _____ /2022 FOR THE CONSTRUCTION OF ADUK WATER SUPPLY SCHEME (LOT 1), AND EXTENSION OF MBAM WATER SUPPLY SCHEME (LOT 2) IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST REGION

With _____

EXECUTION DEADLINE 120 DAYS (4) months

Amount of contract in CFA F:

THT	
TTTC	
VAT (19.25%)	
AIR (5.5%) or (2.2%)	
NET PAYABLE	

Read and accepted by the contractor

(place of signature) _____ (date)

Signature of Contracting Authority

(place of signature) _____ (date)

Registration

DOCUMENT N°. 10
MODEL FORMS APPLICABLE

FORM N° 1:
DECLARATION OF THE INTENTION TO TENDER

COMPANY'S LETTER HEAD

DECLARATION OF THE INTENTION TO TENDER

I, the undersigned Mr. ,

Nationality

Function

Fiscal stamp

1000

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

Hereby acknowledge receipt of the file for Tender Notice

N° of

Concerning the

.....
.....

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

Done at On the

General Manager



FORM N° 02
THE MODEL TENDER LETTER

I (We) the undersigned
Acting in the capacity of in the name and on behalf of.....
..... at RC N° by virtue of the power
vested in me (us), resident at (Town) P.O.Box....., telephone N°.....
..... after having studied all the documents of the tender file relating to the Invitation to
Tender N° and after having assessed in my (our) point of view and under
my (our) responsibility the nature and difficulties entailed with the execution of the job, I (we) do
hereby tender and commit myself (ourselves) to carry out works **FOR**
.....
....., in keeping with the terms and conditions of the tender file
in return for the sum of..... FCFA (..... Francs) All Taxes
Inclusive, calculated on the basis of the unit prices stated in the Unit Price List and the detailed
estimates, appended to this tender. The prices stated are tax inclusive.
I commit myself (we commit ourselves) if my (our) tender is retained, to execute the contract within
three (03) months as from the date of notification of the award of contract.
I hereby commit myself (we hereby commit ourselves) to maintain the amount of my (our) tender
for a period of sixty (60) days with effect from the deadline for submission of bids.
I (we) hereby request that the amounts due by the Contracting Authority be paid to me (us) in the
national currency (FCFA) in account No..... opened in the name of..... in the
records of (Bank) at.....
Enclosed with this tender are:

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

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

Signature(s)

Bidder(s)

For companies, indicate:

Fiscal stamp

1000

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

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

For companies without a legal status, indicate:

« We, the undersigned,..... »

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

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

FORM N° 03
THE MODEL SURETY BOND

Bank

Reference of guarantee: No.

To : THE MAYOR OF FUNDONG COUNCIL

Invitation to Tender No.

BID BOND FOR

The Contractor (5) hereby submits on to the
Mayor of Fundong Council a bid relating to

To this effect, and in keeping with the conditions stated in the Tender file, the bidder shall present to the Mayor of Fundong Council acting in the capacity of Contracting Authority, a bid bond amounting to CFA Francs (6).

By this guarantee, we the undersigned, (7)..... with our registered office in
....., are committed towards the Mayor of Fundong Council, through the bidder
for the sum of CFA Francs (in
figures)..... (in words).

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

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

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

Done at, on

Mr

(Messrs).....

Signature(s) & stamps

(5) Bidder

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

(7) Bank



FORM N° 04
MODEL BID BOND

Whereas _____ (Hereafter

called the "the bidder") has submitted his bids dated _____, Here in
after called "the bid")

KNOW YE ALL PEOPLE by the presence that WE _____
, having our registered office at _____ hereinafter called

"the Bank", are bound onto the Mayor of Fundong Council (hereinafter called "the Contracting
Authority) in the sum of _____ for which payment will and truly be
made to the said Contracting Authority, the bank binds itself, its successors, and assigns by the present
if our client refuses or incapable of completing the jobs as stipulated in the contract.

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

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

Sealed with the common seal of the said bank this _____ day of _____

SIGNATURE OF BANK AUTHORITY

FORM N° 05

THE MODEL PERFORMANCE BOND (RETENTION BOND)

Bank

Reference of guarantee: No.

To: THE MAYOR OF FUNDONG COUNCIL REPUBLIC OF CAMEROON

Invitation to Tender No.

PERFORMANCE BOND FOR T

..... We..... (Bank) have been informed that a contract has been signed between the **Mayor of Fundong Council** acting in the capacity of the Contracting Authority, and..... acting as contractor FOR

In compliance with the provisions of Contract N°, the contractor is bound to present to the **Mayor of Fundong Council, Contracting Authority**, a performance bond for the execution of work, covering security, commitments and other obligations incumbent on the contractor under the contract, worth 3% of the amount of the contract all taxes inclusive, i.e. CFA Francs

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

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

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

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

Done at, on

Mr (Messrs).....

Signature(s) & stamps



FORM N° 06

MODEL BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE

Bank

Reference of guarantee No.....

To: THE MAYOR OF FUNDONG COUNCIL Republic of Cameroon

Invitation to Tender N°.

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

We..... (Bank) have been informed that a contract shall be signed between the Mayor of Fundong Council, acting in the capacity of Contracting Authority, and....., acting as **FOR**

-----be bound to present to the Mayor of Fundong Council, Contracting Authority, a bank guarantee with the purpose to assure the refund of the start-off advance granted to the company and amounting to CFA Francs

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

The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification with confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for his request. This letter shall be countersigned by the Mayor of Fundong Council.

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

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

Done at, on

Mr (Messrs).....

Signature(s) & stamps

FORM N° 07

THE MODEL UNDERTAKING BY THE BIDDER

Name of project: Invitation to tender N° :

Construction of two classrooms at

I (We) the undersigned (8)

Acting in the capacity of (9) in the name and on behalf of (10) at RC N°.

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

....., telephone No., after having studied all the documents of the tender file

relating to the Invitation to Tender No., and after having assessed in my (our) point of

view and under my (our) responsibility the nature and difficulties entailed with the execution of the job, I (we) do hereby tender and commit myself (ourselves) to carry out works **FOR**

.....
.....
.....

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

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

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

Done at, on

Signature(s)

Bidder(s)

For companies, indicate:

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

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

For companies without a legal status, indicate:

« We, the undersigned, »

(For each person: name, first name, company name, nationality, location of the registered office) « Constituted in a group of companies for the execution of this contract, jointly commit ourselves »

(8) Name, first name, profession, residence

(9) Position in the company

(10) Company name



FORM N° 08
MODEL OF COMMITMENT OF AVAILABILITY

To Whom It May Concern:

Subject: COMMITMENT OF AVAILABILITY.

I the undersigned, _____ a _____
(*specify diploma or certificate*) and holder of National Identity Card N°
_____ issued on _____ at _____ Tel:

_____ is committed and available to work as _____ (*specify*
post to be occupied) with _____ (*name of company*) if
awarded the contract for _____ (*indicate the name of project*)

Boyo Division of the North West Region. This is in response to Tender N°

Done in _____ the _____

Sign; _____

Certified at On the By

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

DOCUMENT N°11: ANNEXES
ANNEX N° 01
THE MODEL CURRICULUM VITAE

Name & First name: _____

Date of birth : _____

Nationality _____

Level of education _____

Languages Spoken	Level	Very good	Good	Average	Poor
ENGLISH	Written				
	Read				
	Spoken				
FRENCH	Written				
	Read				
	Spoken				
LOCAL LANGUAGE OF THE AREA OF THE PROJECT	Written				
	Read				
	Spoken				

Training school: _____

Date of admission : _____

Date of graduation: _____

Diploma obtained: _____ Date _____

Specific knowledge: Publication, research work _____

Date of start of service: _____

Nature of service rendered: _____

Number of years of service : _____

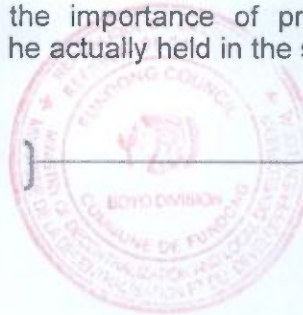
Number of years in the company

Date of start of service in the company

WORK EXPERIENCE (*)

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

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



ANNEX N° 02
THE MODEL PROFESSIONAL REFERENCES

N°	Year	Project	Name of Client, Address and Contactable telephone N°	Budgeted Project amount	Contract amount	Period of the contract	Acceptance date
1							
2							

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

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

Done on, at

Mr (Messrs).....

Signature(s).....

ANNEX N° 03
MODEL EQUIPMENT LIST

SN	DESIGNATION <i>Description & frame (châssis) number</i>	MARK (& HORSE POWER if vehicle)	REGISTRATION NUMBER (if vehicle)	QUANTITY	STATUS (Hired or owned)
1					
2					
3					
etc					

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

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

Done on....., at

Signed



ANNEX N° 04

KEY STAFF

DESCRIPTION	NAME	QUALIFICATION	EXPERIENCE	FUNCTION
ADMINISTRATIVE AND TECHNICAL STAFF ON SITE				
SUPPORT STAFF				

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

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



ANNEX N° 06
MODEL OF SITE VISIT REPORT
[not more than five (05) pages]

I) INTRODUCTION

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

NAME OF
COMPANY
DATE: TIME:

II) COMMENTARY:

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

II-2) Accessibility to the project site:

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

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

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

III) AVAILABILITY OF SERVICES (water, electricity, etc)

IV) AVAILABILITY OF CONSTRUCTION MATERIALS (stones, sand, gravel, wood etc)

V) DIFFICULTIES:
.....
.....

V) CONCLUSION.....
.....

SIGNATURES:

Signature, name and stamp of Contractor's Engineer
or

Technical Director, of Entreprise

ANNEX N° 07

THE EVALUATION GRID

ANNEX 7: EVALUATION GRID

FOR THE REHABILITATION AND EXTENSION OF THE AKEH PORTABLE WATER SUPPLY SCHEME (LOT 1) AND THE COMPLETION OF MBONGKISU PORTABLE WATER SCHEME (LOT 2) IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST REGION

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender, written by the bidder, stamped with the tariff in force
A.2	Purchase receipt of Tender File issued by a Fundong Council treasury in the amount of 64 800fca as stipulated in the Tender Notice.
A.3	A bid bond of 500,000 FCFA for lot 1 and 394,000 FCFA for lot 2 issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.4	Certified Copy of the Business Registration, not more than three months old.
A.5	Business License (photocopy certified by the chief of center of Taxes, not more than three months).
A.6	Certified Copy of a valid taxpayer's card, delivered by the chief of center of Taxes, valid dated at most three months.
A.7	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.8	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance, not more than three months.
A.9	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP) and should be valid for at least three months
A.10	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund and should be valid for the tender concerned; the attestation should be less than three months old.
A.11	Attestation of site visit justified by pictures dated and signed by the Contractors or their representatives (the bidder must under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals (consistency of work and execution plans).
A.12	Plan and Attestation of localization of the enterprise signed, stamped and dated by the taxation authorities.
A.13	CCAP completed and initialed on all the page and signed, stamped and dated on the last page
A.14	Power of attorney where necessary

The absence or the nonconformity of one of these documents shall result in the elimination of the bid. However, the bidder shall have up to 48hours to comply but this role shall not be applied to the bid bond

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

B.1	General presentation of the bids		
	<ul style="list-style-type: none"> - Table of content page - Colored page separators - Presentation of documents in the order given in this Tender File - Clarity of the documents presented - Quality of binding (Spiral binding /slotting with transparent fly leaf on the front cover) - Special Administrative and Technical conditions present 		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS		
B.2.1	<p>List of references of the enterprise in similar jobs of at least 15,000,000fca, for lot 1 and 10,000,000 for lot 2 justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances for works executed. (minutes of final reception within the past years for up to 2017)</p> <p>Minimum acceptable: 02 Contracts realized in the domain of hydraulics over the last 05 years</p>		
	1st Reference		
	2 nd reference		

NB: Final Acceptance for 2017-2019 to 2021 and provisional Acceptance for 2020-2021 should be presented for the two references.

B.3	QUALIFICATION AND EXPERIENCE OF THE TECHNICAL STAFF		
B.3.1	01- works supervisor		
	<p>Qualification of the works supervisor: Rural/Hydraulic Engineer or Senior Rural/Hydraulic Engineering Technician</p> <p>Professional experience in the domain of Hydraulics and similar works of at least three (03) years for Rural/Hydraulic Engineer and five (05) years for Senior Rural/Hydraulic Engineering Technician</p> <p><i>CV signed and dated by the supervisor,</i></p> <p><i>A certified copy of the technical diploma</i></p> <p>An Attestation of presentation of original of the technical diploma</p> <p><i>An attestation of availability signed and dated by the concerned</i></p> <p>Certified copy of ID card signed and dated by the Police</p>		
B.3.2	02 - Site foreman (at least Basic Civil/Rural Engineering Technician)		
	<p>Qualification of the Site foreman: (at least Basic Civil or Rural Engineering Technician with at least three years' experience in the domain of hydraulics and/or Civil Constructions and other works.</p> <p>Professional experience of the Site foreman in the domain of hydraulics and/or Civil Constructions and similar works of at least three (03) years</p> <p><i>CV signed and dated by the foreman,</i></p> <p><i>A certified copy of the technical diploma</i></p> <p>An Attestation of presentation of original of the technical diploma</p> <p><i>An attestation of availability signed and dated by the foreman</i></p> <p>Certified copy of ID card signed and dated by the Police</p>		
B.3.3	03- Other personnel		
	<p><i>02 (two) bricklayers with atleast GCE O/L Technical in Rural/ hydraulics engineer or its equivalent(CAP Maçonnerie) and with 3 years professional experience in the domain of Civil construction and similar works. Certified copy of their certificate and NIC should be included (CVs signed and dated by the candidates)</i></p> <p><i>02 (Two) Carpenters with atleast GCE O/L Technical in wood works or its equivalent(CAP Menuiserie) with 3 years professional experience in the domain of Civil construction and similar works. Certified copy of their certificate and NIC should be included (CVs signed and dated by the candidates)</i></p> <p><i>01 (one) Plumber with atleast GCE O/L (CAP)Technical in Plumbing works with 3 years professional experience in this domain. Certified copy of their certificate and NIC should be included (CVs signed and dated by the candidate)</i></p>		
B.4	TECHNICAL PROPOSALS		
B.4.2	Organigram of the project (Specify names of the personnel handling the various functions)		
B.4.3	Work schedule		
B.4.5	Quality control method		
B.4.7	Environmental impact notice obtained from the council (To be submitted only by the winner, after publication of results)		
B.4.8	Security and safety at the site		
B.4.9	Duration of execution in respect with the Tender File		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Proof of ownership or rental of a pick-up or other vans		
B.5.2	Proof of ownership or rental of a dump truck		
B.5.3	List of small tools and prove of ownership		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity of at least 25% of the project amount (solvency) of the enterprise issued by a 1st class bank in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
B.7	Comprehensive report of site visit signed by the company engineer and justified by photos		
B.8	Special Technical Clauses initialed in all the pages and last page signed, dated and stamped.		

{ }



NB: THE signature of the concerned on the CV and Availability should be the same with that found in the National Identity Cards.

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 excluding VAT in words and in figure.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC) and net payable
C4	Sub details of unit prices according to the model attached.

NB: THE absence of unit price in the mail enclosure slip and sub detail of these prices will lead to the elimination of the bidder

OPEN NATIONAL INVITATION TO TENDER

ANNEX 8: MODELE ATTESTATION OF SITE VISIT

I, Mr./Mrs./Miss (Surname and Name)

Director or Engineer of the Company: (Name of Enterprise),

have actually visited the site which is going to receive the structure relative to

I declare:

- To have carried out a thorough study of the site taking into consideration all the constraints relative to the execution of the job with respect to norms.
- To establish his unit price schedules taking into account the difficulties of the site relative to the execution of the works and shall on no condition claim the Contracting Authority for any increase of unit price.

In Testimony Whereof, this present ATTESTATION OF SITE VISIT is established and issued to serve the purpose it deserves.

DATE:

**VISA OF THE CONTRACTOR
OR HIS REPRESENTATIVE**



DOCUMENT N^o. 12:
List of banking establishments and financial bodies
authorised to issue bonds for public contracts

I- BANKS

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

II- Insurance companies

14. Chanas Insurance;
15. Activa Insurance

**DOCUMENT N°13:
WORKING PLANS**

