

REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

MINISTERE DE LA DECENTRALISATION ET DU
DEVELOPEMENT LOCALE

REGION DU NORD OUEST
DEPARTEMENT DE LA MENCHUM

COMMUNE DE BENAKUMA

SERVICE DE PASSATION DES
MARCHES PUBLIQUES



REPUBLIC OF CAMEROON

Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL
DEVELOPMENT

NORTH WEST REGION
MENCHUM DIVISION

BENAKUMA COUNCIL

SERVICE FOR THE AWARD OF
CONTRACTS

BENAKUMA COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

N^o 08 /ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2024 OF
31 JAN 2024 FOR THE CONSTRUCTION OF A POTABLE
WATER SUPPLY SCHEME IN BENAGUDI VILLAGE IN
MENCHUM VALLEY SUB DIVISION, MENCHUM
DIVISION OF THE NORTH WEST REGION

CONTRACTING AUTHORITY: THE MAYOR OF BENAKUMA COUNCIL

PROJECT OWNER

THE MAYOR OF BENAKUMA COUNCIL

FINANCING: PIB 2024/MINDDEVEL, 2024 FINANCIAL YEAR

EXPENDITURE AUTHORIZATION N^o

IZ03398

VOTE OF CHARGE N^o

58 27 100 02 641617 464211 821

TENDER FILE

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Document No. 1

Tender Notice

REPUBLIQUE DU CAMEROUN

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REPUBLIC OF CAMEROON

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MINISTRY OF DECENTRALIZATION AND LOCAL
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NORTH WEST REGION
MENCHUM DIVISION

BENAKUMA COUNCIL
SERVICE FOR THE AWARD OF
CONTRACTS

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER

NO 08/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2024 OF 31 JAN 2024 FOR
CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME IN
BENAGUDI VILLAGE IN MENCHUM VALLEY SUB DIVISION,
MENCHUM DIVISION OF THE NORTH WEST REGION

1. Subject of the Invitation to Tender:

Within the frame-work of the 2024 Public Investment Budget, the Contracting Authority (LORD MAYOR OF BENAKUMA COUNCIL), hereby representing the State of Cameroon, launches an Open National Invitation to tender under **NORMAL CONDITIONS** for the Construction of a Potable Water supply Scheme in Benagudi Village in the Benakuma Council of Menchum Division, North West Region.

2. Nature of work:

Work to be done consists of:

- Site installation (installation of project sign board, acquisition of worksite office, store and lodging place for personnel, general site clearance and implantation)
- Supply of PVC pipe Diameter 63 NP10 from new catchment to existing storage tank
- Supply of PVC pipe Diameter 50 NP10 for extension
- Supply of PVC Diameter 32 NP 6 (Connection to the stand taps)
- Plumbing accessories
- Production and implantation of pipeline indicators in metallic plate every 50m
- Laying of pipes
- Cleaning and disinfection of pipeline
- Construction of catchment
- Construction of a 25 cubic storage tank
- Training and putting in place of a Water Management Committee (WMC) and training of two caretakers
- Supply of one (01) complete tool box and spare parts with dicing machine inclusive and the necessary dices ranging from 1'' to 2''
- Purchase of a metallic ladder of height 3m.

1. Execution deadline

The maximum deadline provided by the Delegated Contracting Authority for the execution of the works forming the subject of this Invitation to tender is NINE DAYS

2. Estimated cost

The estimated cost after preliminary studies is **32, 275,320 FCFA** (Thirty two million, two hundred and seventy five thousand, three hundred and twenty **francs CFA**)

3. Participation and origin

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

4. Financing

Works which form the subject of this Invitation to tender shall be financed by the 2024 Public Investment Budget (PIB)

5. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of Finance and whose list is found in document No. 12 of the Tender File, of an amount of **645,500 F CFA (Six hundred and forty five thousand five hundred francs CFA)** and valid for thirty (30) days beyond the date of validity of bids

9. Consultation of Tender File:

The file may be consulted during working hours at the Benakuma Council Service of Award of contracts, as soon as this notice is published.

10. Acquisition of tender file:

The file may be obtained from the Benakuma Council, service of the award of contracts as soon as this notice is published against payment of the sum of **55. 000FCFA** francs (fifty five thousand Francs CFA), payable at the Benakuma Council Treasury, representing the cost of purchasing the Tender File.

11. Submission of bids:

Each offer drafted in English or French in 07 (seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Benakuma Council office, Service of Award of Contracts not later than the **8 1. MARS.. 2024** at 10:00 am local time and should carry the inscription:

<< OPEN NATIONAL INVITATION TO TENDER
NO ~~08~~/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2024 OF **3 1 JAN 2024** FOR
**THE CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME IN
BENAGUDI VILLAGE, IN MENCHUM VALLEY SUB DIVISION,
MENCHUM DIVISION OF THE NORTH WEST REGION >>**

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

12. Admissibility of bids

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

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

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

13. Opening of bids:

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the **...0.1. MARS...2024.....at 11:00 AM** local time, in the conference hall of the Benakuma Council Internal Tenders' Board, by its competent Members. Only bidders may attend or be represented by duly mandated persons of their choice.

14. Evaluation criteria

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

A. Eliminatory criteria

Tender conformity shall be evaluated as per the following:

- Offers (bids) submitted after the deadline or time limit shall be rejected;
- Bids submitted in unsealed external envelopes shall be rejected.
- External envelopes with identification marks or inscriptions which may lead to the identification of the said company shall be rejected.
- Absence of original or properly certified administrative document or documents certified more than one time shall be given 48 hours to replace it.
- False declaration or forged documents shall be given 48 hours to replace them;
- Absence of bid bond, or Certified cheque, Bank cheque, Legal mortgage or Bank Guarantee or bid bond not issued directly in bidder's name by a first rate bank of financial body approved by the Ministry in charge of Finance the bidder shall simply be rejected.

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

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

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

CRITERIA	POINTS
GENERAL PRESENTATION OF THE BIDS	04
LIST OF REFERENCES OF THE COMPANY IN SMILIAR JOBS	02
QUAILIFICATION AND EXPERIENCE OF SUPERSORY STAFF	09
TECHNICAL PROPOSALS	09
LOGISTICS(EQUIPMENT PUT ASIDE FOR THIS PROJECT	03
FINANCIAL CAPACITY	05
TOTAL	32

NB:

- Any Bid that shall not obtain **75%** evaluation in the technical documents shall simply be rejected.
- Details of these main qualification criteria are specified in the evaluation grid found in the Special Tender Regulations (RPAO).

15. Award

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

16. Validity of bids

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

17. Complementary information

Complementary technical information may be obtained during working hours from the Furu-awa Council, Service of Award of contracts.

Done at Benakuma on the 31 JAN 2024

Copies :

- CHAIRMAN, BCITB
- ARMP Bamenda (for publication and filing)
- Divisional Service for the award of Contracts (for filing)
- Local Radio House(s), to facilitate publicity
- BILL BOARDS
- CHRONO

THE MAYOR
BENAKUMA COUNCIL
(Contracting Authority)



Thimbru Solomon Kudi

REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

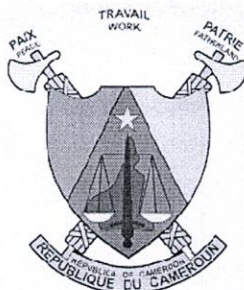
MINISTRE DE LA DECENTRALISATION ET DU
DEVELOPEMENT LOCALE

REGION DU NORD OUEST
DEPARTEMENT DE LA MENCHUM

ARRONDISSEMENT DE BENAKUMA
COMMUNE DE BENAKUMA

SERVICE DE PASSATION DES
MARCHES PUBLIQUE

REF. N° _____



REPUBLIC OF CAMEROON

Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL
DEVELOPMENT

NORTH WEST REGION
MENCHUM DIVISION

BENAKUMA SUB-DIVISION
BENAKUMA COUNCIL

SERVICE FOR THE AWARD OF
CONTRACTS

Benakuma, the 31 JAN 2024

TENDER NOTICE

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° /
UNIT 08 /MINDDEVEL/NWR/MCH/BC/BCITB/2024 DU 31 JAN 2024 POUR LA
CONSTRUCTION DU SYSTEME D'EAU POTABLE A BENAGUDI DANS LA SOUS
DIVISION DE LA MENCHUM VALLEY, DEPARTEMENT DE LA MENCHUM,
REGION DU NORD-OUEST.

Financement : Budget BIP Exercice 2024

1. **Objetdel'Appeld'Offre**

Dans le cadre du Budget d'Investissement Public (BIP) 2024, le Maire de la Commune de Benakuma, (Autorité Contractante) représentant l'état du Cameroun lance un Appel d'Offres National Ouvert SOUS LES CONDITIONS NORMALE pour de **CONSTRUCTION DU SYSTEME D'EAU POTABLE A BENAGUDI DANS LA SOUS DIVISION DE LA MENCHUM VALLEY, Departement De La Menchum, Region Du Nord-Ouest.**

2. **Consistance des travaux**

Les travaux comprennent notamment :

1. -L' installation au site (installation du panneau du projet, acquisition du bureau de chantier, d'un magasin et logement du personnel, nettoyage generale du site et l'implantation)
2. -Fourniture des tuyaux PVC Diametre 63 NP10
3. - Fourniture des tuyaux PVC Diametre 50 NP10
4. -Fourniture des tuyaux PVC Diametre 32NP6 (Connection des bornes fontaines)
5. - Accessoires de la plomberie
6. - Production et installation des indicateurs de tuyauteries en plaque métallique chaque 50m
7. - Pose des tuyauteries
8. - Nettoyage et désinfection de la tuyauterie
9. - Étude d'impact Environnementale
10. - Construction des six (06) bornes fointaines
11. - Formation et mise sur pied du Comité de Gestion de l'Eau (CGE) et la formation des deux agents d'entretien
12. -Fourniture d'une (01) boîte d'outil complète et des pièces de rechange s avec des machines à clés inclus et les clés nécessaires de 1" à 2"

3. **Délais d'exécution**

Le délai maximum prévu par le MAIRE de la Mairie de Furu-awa, Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de **90 jours (03) mois**.

4. **Allotissement**

Le travail est ci-après défini : Pour **LA Construction du Systeme D'eau Potable A Benagudi Dans La Arrondissement de Menchum Valley**, Departement De La Menchum, Region Du Nord-Ouest.

5. **Coût prévisionnel**

Le coût prévisionnel de l'opération à l'issue des études préalables est de **32, 275,320 FCFA**

6. **Participation et origine**

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

7. **Financement**

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Publics (BIP) du Cameroun de l'exercice 2024

8. **Cautionnement provisoire**

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque ou une compagnie d'assurance de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO, d'un montant de **645,5000 FCFA** et valable pendant trente(30)jours au-delà date originale de validité des offres.

9. **Consultation du Dossier d'Appel d'Offres**

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables à la Mairie de Benakuma, Service de Passation des Marchés Publics, dès publication du présent avis.

10. **Acquisition du Dossier d'Appel d'Offres**

Le dossier peut être obtenu aux heures ouvrables à la Mairie de Benakuma, Service de Passation des Marchés Publics, dès publication du présent avis, contre présentation d'une quittance de versement au Trésor Municipale de la commune de la somme non remboursable de **F CFA 55 000** (cinq quante cinq mille Francs CFA).

11. **Remise des offres**

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, devra parvenir contre récépissé à la Mairie de Benakuma, Service de Passation des Marchés Publics au plus tard le **01 MARS 2024** à 10 h 00, heure locale et devra porter la mention suivante :

«AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° **08/**
ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2024 DU **31 JAN 2024** POUR LA
CONSTRUCTION DU SYSTEME D'EAU POTABLE A BENAGUDI DANS LA
ARRONDISSEMENT DE MENCHUM VALLEY, DEPARTEMENT DE LA MENCHUM,
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 et 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 être datées 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 ou une compagnie d'assurance de premier ordre agréée par le Ministère chargé des Finances.

13. Ouverture des plis

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu **01 MARS 2024 à 11h00**, heure locale, dans la salle de conférence de la Mairie de Benakuma, par la Commission de Passation de Marchés de Benakuma siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

14. Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

A - Critères éliminatoires

Il s'agit notamment :

- 1- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- 2- Fausses déclarations ou pièces falsifiées ;
- 3- Absence ou insuffisance de la caution provisoire de soumission ;
- 4- Offre financière incomplète ;
- 5- Le changement d'une unité ou d'une quantité dans l'offre financière ;
- 6- Le non-respect de **75%** des critères essentiels ;

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- Sécurité au chantier ;
- 7- Moyens logistiques ;
- 8- Attestation et rapport de visite du site ;

9- Cahier des Clauses Techniques Particulières paraphé à chaque page ;

10- Cahier des Clauses Administratives Particulières 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 se fera en utilisant le système binar avec un minimum acceptable d'au moins **75%** de l'ensemble des critères essentiels pris en compte.

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

16. Durée de validité des offres

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

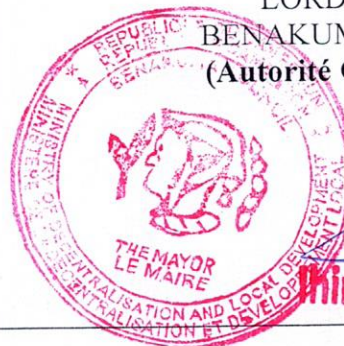
17. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la Mairie de Benakuma, Services des Marchés Publics.

Fait à Benakuma, le **31 JAN 2024**

Ampliations:

- Président, CIPDM de la Commune.
- ARMP Bamenda (pour publication et archivage)
- Service de passation des marches (pour archivage)
- Radios locales pour faciliter la publicité
- Tableau d'affichage



LORD MAYOR
BENAKUMA COUNCIL
(Autorité Contractante)

Thimbru Solomon Kudi

DOCUMENT NO. 2:
**GENERAL REGULATIONS OF THE INVITATION TO
TENDER**

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Article 4: Candidates allowed competing

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

4.2 Generally, the invitation to tender is addressed to all suppliers, 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.

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

- i) is associated or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
 - ii) Presents more than one offer within the context of invitation to tender, except authorised variants according to article 18, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one offer.
- (c) The bidder must not have been excluded from bidding for public contracts.

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.

Article 5: Building materials, supplies equipment and authorised 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, 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 offer, bidders must:

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

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

- (i) Access to a credit line or availability of other sources of funding; considering the scope of the services, the production of recent balance sheets and turnovers may be required;
- (ii) Orders acquired and contracts awarded;

Document No. 3: Special Regulations of the invitation to tender
Document No. 4: Special Administrative Conditions
Document No. 5: Special Technical Conditions
Document No. 6: Schedule of prices
Document No. 7: Bill of quantities and estimates
Document No. 8: The sub-detail of prices
Document No. 9: Model documents of the contract

- a. The execution schedule;
- b. Model forms presenting the equipment, personnel and references;
- c. Model bidding letter;
- d. Model bid bond;
- e. Model final bond;
- f. Model of bond of start-off advance;
- g. Model of guarantee in replacement of the retention fund;
- h. Model contract,

Document No. 10: Model documents to be used by bidders

- a. Model contract;

Document No. 11: Justification of preliminary studies; to be filled by the Project Owner or Delegated Project Owner.

Document No. 12: List of first grade banking establishments or financial bodies 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 rules, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare an offer in conformity with all aspects of the said file. Any inadequacy may lead to a rejection of his offer.

Article 9: Clarifications on the Tender File

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. 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 offers.

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

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

9.3 The complaint must be addressed to the Contracting Authority or Delegated Contracting Authority with copies to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

It must reach the Contracting Authority or Delegated Contracting Authority not later than fourteen (14) days before the opening of bids.

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

Article 10: Amendment of the Tender File

10.1 The Contracting Authority may at any moment, prior to the deadline for the submission of offers and for any reason, be 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 to all bidders who bought the Tender File. The latter must acknowledge receipt of the addenda in writing to the Contracting Authority.

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

C Preparation of offers

Article 11: Tender costs

The candidate shall bear the costs related to the preparation and presentation of his offer and the Contracting Authority 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 offer

The offer as well as any correspondence and all documents concerning the offer 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 offer is included; in which case for reasons of interpretation, the translation shall be considered to be authentic.

Article 13: Constituent documents of the offer

13.1 The offer 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:

i) all documents attesting that the bidder:

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

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

iii) the written confirmation empowering the signatory of the offer to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.

b. Volume 2: Technical offer

b.1 Information on qualifications

The Special Conditions lists the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Conditions of the invitation to tender.

b.2 Methodology

The Special Conditions of the invitation to tender specifies the constituent elements of the technical offer of the bidders especially: a methodological statement on an analysis of the works and specifying the organisation and programme which the bidder intends to put in place or use to execute the works (installations, schedule, PAQ, 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 initialled copies of administrative and technical documents relating to the contract, namely:

1. The Special Administrative Conditions (SAC);
2. 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 OFFER

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

1. The signed and dated original offer prepared according to the attached model, stamped at the prevailing rate;
2. The duly filled Unit Price Schedule;
3. The duly filled detailed estimates;
4. The sub-details of prices and/or breakdown of all-in prices;
5. 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(1) of the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

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

Article 14: Offer 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 offers, shall be included in the prices and in the total amount of the offer presented by the bidder.
- 14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial 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 a price revision.

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

Article 15: Currency of offer and payment

15.1 In case of international invitations to tender, the currencies of the offer 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 offer shall be entirely made in the national currency (CFA franc). The amount of the offer, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in the CFA francs in the following manner:

- a) Prices shall be entirely drawn in CFA francs. The bidder who intends to commit expenditures in other currencies for the realisation of the works shall indicate in the annex to the tender the percentage(s) of the amount of the 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 of the foreign currency in CFA francs used by the bidder to convert his offer into national currency shall be specified by him in an annex to the offer. This rate shall be applied to 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 offer 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";
- b) The prices of inputs necessary for works which bidder intends to procure out of 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 in common accord between the Contracting Authority and the contractor in a way as to take account of any modification in the foreign currency needs within the context of the contract.

15.6 For national invitations to tender, the currency shall be the CFA franc.

Article 16: Validity of offers

16.1 Offers 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. An offer valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in conformity.

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

16.3 Where the contract does not include a price revision clause and that the period of validity of offers is extended for more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the formula featuring in the request for extension that the Contracting Authority addressed to bidders. The updating period shall run from the date of notification of the contract or the 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 offer.

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 offers or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.

17.3 Any offer without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the offer and mention each member of the 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 offer during the period of validity;

b) If the retained bidder:

fails in his obligation to register the contract in application of article 37 of the General Regulations;

ii) Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations.

ii) 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. Offers that propose deadlines beyond those specified shall be considered as not being in conformity.

18.2 Except in the case mentioned in article 18(3) below, bidders wishing to offer technical variants must first assess the basic solution of the Contracting Authority as described in the Tender File and furnish in addition

all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder offer conforming to the basic solution that has been evaluated as the lowest bid.

18.3 When according to the Special Regulations the bidders are 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 according to their own merit in accordance with the provisions of article 31(2) (g) of the General Regulations.

Article 19: Preparatory meeting to the establishment of offers

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 writing or by telex 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 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 offers shall not be a reason for disqualification.

Article 20: Form and signature of offer

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 offer 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 offer containing alterations or changes must be initialled by the signatory (ies) of the offer.

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

D. SUBMISSION OF OFFERS

Article 21: Sealing and marking of offers

21.1 The bidder shall seal the original and each copy of the offer 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 ON THE DAY AND AT THE TIME FIXED FOR THE OPENING OF BIDS" 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 offer if it is late in accordance with article 23 of the General Regulations and to meet the provisions of article 24 of the General Regulations.

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

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

22.1 The offers 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 offers 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 offers

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

Article 24: Modification, substitution and withdrawal of offers

24.1 A bidder may modify or withdraw his offer 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 offers. The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement offer must be attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENT OFFER" or "MODIFICATION".

24.2 The notification of modification or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. The withdrawal may equally be notified by 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 offers.

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

- 24.4 No offer may be withdrawn during the interval between the submission of offers and the expiry of the validity of offers specified by the model tender. The withdrawal of an offer by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

E. OPENING OF ENVELOPES AND EVALUATION OF OFFERS

Article 25: Opening of envelopes and petitions

- 25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding offer shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement offer" are opened and announced to the hearing of everyone and the new corresponding offer substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the offer shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding offer. The modification of the offer shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only offers 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 offers*] and any variant, where necessary, the existence of a guarantee of the offer if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of offers announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Offers (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 offers, 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 ARMP an initialled copy of the offers presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copies to the body in charge of the regulation of Public Contracts, the head of structure to which is attached the Tenders Board concerned.
- It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.

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

Article 26: Confidential nature of the procedure

- 26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made Public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of Public Contracts.
- 26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.
- 26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the Contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid may do so in writing.

Article 27: Clarifications on the offers 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 authorised, 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 Conformity of offers

- 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:
 - i) which substantially limits the scope, quality or realisation of the works;
 - ii) which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the Contract;
 - iii) 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.

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

30.2 The amount featuring in the bid shall be corrected by the Evaluation 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 authorised 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.

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 lower or lowest by including, where necessary, proposed rebates

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

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

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

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

Article 36: Notification of award of the Contract

Before the expiry of the validity of the bids set in the Special Regulations, the Contracting Authority shall notify the preferred bidder by telecopy confirmed by registered mail or by any other means that his bid was retained.

This letter will indicate the amount the Project Owner will pay the Contractor to execute the works and the execution time-limit.

Article 37: Publication of results of award and petitions

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

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

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

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

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

Article 38: Signing of the Contract

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

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

38.3 The Contracting Authority must notify to the successful bidder within five (5) days of its date of signature.

Article 39: Final Bond

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

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

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

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

DOCUMENT No. 3: SPECIAL REGULATIONS OF THE INVITATION TO TENDER

Special regulations of the Invitation to Tender

References of the General regulations	General
1.1	Definition of works: The Construction of a Potable Water supply Scheme in Benagudi village in the Benakuma Council in Menchum Division of The North West Region. Name and address of the Contracting Authority: The Mayor of Benakuma Council Reference of INVITATION TO TENDER No. _____ /ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2024 OF _____/2024
1.2	Execution deadline: 90days
2.1	Source of financing Works which form the subject of this Invitation to Tender shall be financed by the 2024 Public Investment Budget.
4.1	List of pre-qualified candidates, not applicable
5.1	Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.

6.1 Evaluation criteria

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

C. Eliminary criteria

1. -Absence or non-conformity of a document in the administrative file;
2. -Deadline for delivery higher than prescribed;
3. -False declaration or falsified documents;
4. -Absence or insufficient bid bond;
5. -A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. -Incomplete financial file;
7. -Change of quantity or unit;
8. -Non respect of 75% of essential criteria;

D. Essential criteria

- 1- General presentation of the Tender Files;
- 2- Financial capacity;
- 3- References of the company in similar achievements;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation and report of site visit;

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

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

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

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

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from

at least (75%) of the essential criteria taken in account.

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

ARTICLE 6 : Language of the bids:

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

PRESENTATION OF THE TENDER.

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

- A) Administrative Documents
- B) Technical Documents
- C) Financial Documents

5.1 External envelope.

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

<<OPEN NATIONAL INVITATION TO TENDER

NO ____/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2024 OF ____
**FOR THE CONSTRUCTION OF A POTABLE WATER SUPPLY
SCHEME IN BENAGUDI VILLAGE IN MENCHUM VALLEY SUB
DIVISION, MENCHUM DIVISION OF THE NORTH WEST REGION >>**

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

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

5.2 Internal envelopes

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

The first internal envelope shall be labeled;

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

ADMINISTRATIVE DOCUMENTS.

DOCUMENT T N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank or insurance company approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of Tender File issued by Council treasury of 55.000 FRS
A.6	A bid bond of 645,500 FCFA (Six hundred and forty five thousand, five hundred FCFA) issued by a first rate-bank or insurance company approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.
A.9	A valid Certificate of imposition certified by the chief of center for taxation
A.10	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.
A.11	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.

The absence or the nonconformity of the bid bond will result to the elimination of the offer

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

EVALUATION GRID OF TECHNICAL BID			
N°	EVALUATION CRITERIA AND SUB-CRITERIA	YES	NO
B)	ESSENTIAL CRITERIA		
B.1	General presentation of the tender files		
	-Document spirally bound -Table of content page -Colour sheets separation - Presentation of documents in the order given in this tender		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS		
B.2.1	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed. Minimum acceptable: 02 Contracts realized in the domain of equipped bore hole over the past 05 years		
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF		
B.3.1	01 Project engineer (at least Bsc in Engineering or equivalent certificate)		
B.3.1.1	Qualification of the project engineer: (Engineer in Rural Engineering/Electrical/Hydraulics/Exploration Geophysics: at least BAC + 3		
B.3.1.2	Professional experience of the project engineer ≥ 05 years (signed CV)		

B.3.2	02 Site foreman(Higher technician or equivalent certificate)		
B.3.2.1	Qualification of the Site foreman: (Higher technician Rural Engineering/Electrical)		
B.3.2.2	Professional experience of the Site foreman \geq 03 years (signed CV)		
B.3.3	01 plumber		
B.3.3.1	Qualification of 01 plumber (BAC in Plumbing)		
B.3.3.2	Professional experience of the plumbers \geq 03 years (signed CV)		
B.4	TECHNICAL PROPOSALS		
B.4.1	Organigram of the enterprise		
B.4.2	Organigram of the project		
B.4.3	Logical sequence for the execution of the task		
B.4.4	Quality control method		
B.4.5	Organization of the works / Methodology		
B.4.6	Environmental protection measures		
B.4.7	Supply of materials		
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 boring machine		
B.5.4	Proof of ownership or rental of a Hand compactor		
B.5.6	Masonry Kit : Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket, trowels, calipers etc.		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise equal or greater than the amount of the project all taxes inclusive, issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
B.7	Attestation of site visit signed by an administrative local Authority of project area.		
B.8	Comprehensive report of site visit signed by the company administrator and justified by photos		
B.9	Special Technical Clauses initialed in all the pages		
B.10	Special Administrative Clauses completed and initialed in all the pages		

ENVELOPE C- FINANCIAL FILE

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

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

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

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

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

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

Article 6: General instruments in force

It shall be composed of:-

Title I: The Special Administrative Conditions,

Title II: The Special Technical Conditions,

Title III: The Unit Price Schedule and

Title IV: The Detailed Cost Estimates (Contractor's bid) which must bear total without taxes, value added tax (VAT), income tax (AIR), total taxes, total with taxes inclusive (ATI) and net to be payable.

with general reference texts being:-

- Law N° 96/12 of 5th August 1996 on the management of environment;
- Decree No. 2002/030 of 28th January 2002 relating to the setting-up, organisation and functioning of Public Contracts Tenders Boards;
- Order N° 093/CAB/PM of 5th November 2002 to fix the amount of the bid bond and the purchase of tender files;
- Decree No. 2003/651/PM of 16th April 2003 to lay down the tax and customs regime applicable to Public Contracts;
- Decree No. 2018/366 of 20th June 2018 to lay down the Public Contracts Code;
- Circular N° 004/CAB/PM of 30th December 2005 relating to the application of the Public Contracts code;
- Order N° 033/CAB/PM of the 13th February 2007 bearing the general administrative conditions
- Circular N° 002/CAB/PM of 31st January 2011 relative to the amelioration of the performance of Public Contracts system;
- Circular N° 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;
- Order N° 22/CAB/PM of 2nd February 2011 to lay down conditions for the recruitment Individual consultants;
- Decree N° 2012/076 of 8th March 2012 modifying and completing certain dispositions of Decree N° 2001/048 of 23rd February 2001 bearing the organisation and functioning of the Public Contracts Regulatory Agency (ARMP) ;

- Circular letter N°001/CAB/PR of 19th June 2012 relative to the award and the control of the execution of public contracts.
- Decree N° 2013/27 of 5th August, 2013 modifying and completing certain dispositions of Decree N° 2012/074 of 8th March, 2012 bearing on the creation, Organisation and functioning of Tenders Boards.
- Letter N° 0005193/L/PR/MINMAP/CAB of 24th October 2013 bearing method of evaluation of financial bids; Total without taxes (THT) & Total all taxes inclusive (TTC).
- Order N° 038 CAB/PM of 15th May 2014 putting in force model tender files for the award of public contracts.
- Circular letter N° 00004077/LC/MINMAP/CAB of 23rd July 2014 bearing modalities for the constitution of certain files submitted for signature and certain directives and instructing that Contracting Authorities get copies of bids as soon as opening takes place.
- Circular N° 00000026/C/MINFI/ of 29th December 2023 bearing instructions relating to the execution of Finance Laws, the Monitoring and Control of the execution of the Budget of the State, Administrative Public Establishments, Regional and Local Authorities for the 2024 financial year.
- Norms in force in the Republic of Cameroon;
- Other texts specific to contracting fields.

Article 7: Communication (Articles 6 and 10 supplemented)

- 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.....
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the region in which the work was done;
 - b) In the case where the Project Owner is the addressee:
Sir/Madam _____ [to be specified] with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
 - c) In the case where the Contracting Authority is:
Sir/Madam [to be specified] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable
- 1.2 The Contractor shall address all written notifications or correspondences to the Contracting Authority with a copy to the Contract Manager and the Contract Engineer

Article 8: Administrative Orders (Article 8 of GAC)

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 Contracting Authority, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.
- 8.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

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

9.1 *[Specify if the Contract has one or several phases]*

At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the Contractor. This attestation shall condition the start of the following conditional phase.

9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

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

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, the Contractor shall have himself replaced by a member of staff of equal competence (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 Owner has **5 (five) days** to notify his opinion in writing with a copy sent to the Contract Manager and Contract Engineer. 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 (Articles 29 and 41 of GAC)

11.1 Final bond

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

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

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

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

The Contractor shall apply for , the rates (20% maximum of the amount of the Contract inclusive of all taxes guaranteed at 100%) and conditions for the return of the guarantee]

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

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

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

Article 13: Place and method of payment

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

- 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 (Article 20 of GAC)

1.1 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.

1.2 Price updating modalities (not applicable)

Article 15: Price revision formulae (article 21 of GAC) (not applicable)

Article 16: Price updating formulae (article 21 of the GAC) (not applicable)

Article 17: Works under State supervision (Article 22 of GAC supplemented)

17.1 The percentage of works under State supervision shall be [*must not exceed 2 %*] of the amount of the Contract and its additional clauses, where applicable.

17.2 In the case where the Contractor were invited to execute works under State supervision, the submitted and duly justified expenditures shall be reimbursed to him under the following conditions:

- The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
- The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;
- The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
- Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;
- The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the Contractor's unforeseens.

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

This Contract is at *[unit price, all-in price or unit and all-in price]*

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

19.1 *[Indicate, where applicable, the modalities for payment of supplies].*

19.2 No security shall be requested for payments on account on supplies.

Article 20: Advances (article 28 of the GAC)

20.1 The Contracting Authority *shall* grant a start-off advance *equal to 20 % of the amount of the Contract.*

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 basic 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 (articles 26, 27 and 30 of the GAC supplemented)

21.1 Establishment of works executed

Before the 30th of each month, the Contractor and the Contract Engineers 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

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

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

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

- [100-1.1 and/or – (7.5 or 15%)] paid directly into the account of the Contractor;
- 2.2 Or 5.5 % paid to the Public treasury as AIR due by the Contractor.
- 7.5% or 15% paid into the Public treasury as TSR due by the Contractor.

The 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 twelfth of the month.

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

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

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

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

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

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

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 [amount to be indicated]

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 (article 33 of the GAC)

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

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

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.

25.1 The Contract Engineer has up to thirty (30) days to notify the corrected and approved draft to the Contractor.

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

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

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 has 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 (article 36 of the GAC)

Decree No. 2003/651/PM of 16 April 2003 lays down the Terms and Conditions for Implementing the Tax regulations and Customs Procedures applicable to Public Contracts. The taxes applicable to this Contract include notably:

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

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

All taxes inclusive prices means VAT included.

Article 28: Stamp duty and registration of Contracts (article 37 of GAC)

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

Chapter III: Execution of works

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

The works shall include especially: (position or volume of works)
(To be specified cf. Special Technical Conditions)

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

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

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

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

31.1 The time-limit for the execution of the works forming the subject of this Contract shall be **90days**.

31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works [*or that fixed in this Administrative Order- to be specified*].

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

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

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

A reproducible copy of the plans featuring in the Tender File shall be submitted by *the Contract 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 (article 45 of GAC)

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 (Article 49 of the GAC supplemented)

[*Specify the deadlines for the transmission of documents as well as those of approval by persons to be designated*]

35.1 Programme of works, Quality Assurance Plan and others (*to be specified*).

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 [*Contract Manager after the endorsement of the Project Engineer*] the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, 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 reception with:

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

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

The approval given by the 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 Contract Engineer. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important modifications alter the objective of the Contract or the nature of the works, the Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

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

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 Manager 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 Manager or Project Manager] 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 of sites (article 50 of the GAC)

36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work.

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

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

Article 37: Implantation of structures

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

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

The part of the works to be sub-Contracted shall be [*specify*] % of the initial amount of the Contract and its additional clauses (*the ceiling is 30 %*).

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

39.1 Indicate if necessary the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.

39.2 The Contract Manager has a deadline of three days to approve the Contractor's personnel and laboratory as soon as the request is made.

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

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.

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

Chapter IV: Acceptance

Article 42: PROVISIONAL ACCEPTANCE

42.1 PRE- ACCEPTANCE OPERATIONS

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

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

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

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

42.2 Acceptance

The acceptance commission shall comprise:

- 1- The Project Owner or his representative..... (Chairman)
- 2- The Contract Engineer..... (Secretary)
- 3- The DDMINMAP or his representative.....(Observer)
- 4- The Chief of Service for Contract..... (Member)
- 5- The Project Manager(DD MINDDEVEL).....Members
- 6- The Contractor or his Representative..... (Member)
- 7- The Stores Accountant Member

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

Article 43: GUARANTEE PERIOD.

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

Article 44: Article 45: Final acceptance (article 72 of the GAC)

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

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

Chapter V: Sundry provisions

Article 45: Termination of the Contract (article 74 of the GAC)

The Contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

- 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 46: Case of force majeure (article 75 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.*

Article 47: Disagreements and disputes (article 79 of the GAC)

Disagreements and disputes resulting from the execution of this Contract may be settled amicably.

Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction, subject to the following provisions: *[to be filled, where need be]*.

Article 48: 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 49 and last: Entry into force of the Contract

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

Document No. 5:

Special Technical Conditions (STC)

SPECIAL TECHNICAL CLAUSES

INTRODUCTION

CHAPTER I: GENERAL INFORMATION

Article 1: Volume of work to be executed.

Article 2: General Instructions

CHAPTER II: ORIGIN AND QUALITY OF GEOMATERIALS AND CEMENT

Article 3: Quality and Quantity of Geo-materials

Article 4: Origin and quality of sand

Article 5: Origin and quality of gravel

Article 6: Origin and quality of stones

Article 7: Origin and quality of cement

CHAPTER III: CONCRETE WORKS

ARTICLE 8: PREPARATION OF CONCRETE

CHAPTER IV: METHOD OF EXECUTION

Article 9: General Information

9.1: Security at the work site

9.2: Traffic

Article 10: Stone Masonry

Article 11: Pointing and plastering

11.1 Pointing

11.2 Plastering

Article 12: Plumbing works

12.1 Pipe Specifications

12.1.1 Control tests on pipes

12.2 Fitting specifications

Article 13: Piping

13.1 Description

13.2 Care/Laying of pipes

13.3 methods of determining quality of G.I and PVC pipes laid.

CHAPTER V: CONSTRUCTION METHODS

Article 14: Setting out of Works

Article 15: Excavation of Trenches

Article 16: Backfilling

Article 17: Maintenance of Excavations

INTRODUCTION

The technical specifications presented herein below define the water works that shall be executed in the in Fungom village in Zhoba council, Menchum Division, North West Region and the manner in which these works shall be carried out. So the Contractor is expected to read these specifications critically and identify all the articles that are applicable to his job

CHAPTER 1: GENERAL INFORMATION

ARTICLE 1: VOLUME OF WORK TO BE EXECUTED.

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

ARTICLE 2: GENERAL INSTRUCTIONS

It should be understood that the provision of a bill of quantities for any project does not absolve the potential Contractor of the necessity to affect a well-planned site visit, at his own expense, to gain complete knowledge of the conditions prevailing on the terrain. This knowledge shall come in handy when preparing the List of Tasks and the Unit Price Schedule. Potential Contractors (or Bidders) shall provide a detailed and sequenced List of Tasks to be effected on each component of the project. Within fifteen (15) days from the date of notification to start work, the contractor shall provide the Supervising Engineer with:

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

No material shall be used that has not been checked for conformity with the technical specifications by the Supervising Engineer.

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

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

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

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

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

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

In this regard, the Contractor shall not absolve himself of the responsibility for poor quality work by citing imprecision, omissions or discrepancies in the technical specifications or modifications thereof indicated in the project log book by the Supervising Engineer.

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

CHAPTER II: ORIGIN AND QUALITY OF GEOMATERIALS AND CEMENT

ARTICLE 3: QUALITY AND QUANTITY OF GEOMATERIALS

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

ARTICLE 4: ORIGIN AND QUALITY OF SAND

The nature and origin of sand remain subject to the approval of the contract Engineer. Sand shall be obtained either from rivers or through crushing of rocks. The sand shall be of high quality. It shall be crunchy, stable, and clean and shall be free of dust particles, schistose, gypseous or clayey debris and organic matter. It shall contain neither sulphur compounds nor substances that can react with cement or metallic reinforcements. The sand component shall be more than 80% and the very fine constituents, with a dimension not exceeding eighty (80) microns that can be eliminated by settling, should be less than four percent (4%). No grain of sand should have a dimension greater than four (4) millimeters. If deemed by the Supervising Engineer, the sand shall be sieved and washed thoroughly before use. Moreover, filter grade sand shall have a grain size ranging from 0.8mm to 1.2mm inclusive.

ARTICLE 5: ORIGIN AND QUALITY OF GRAVEL.

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

ARTICLE 6: ORIGIN AND QUALITY OF STONES

Stones shall be obtained from deposits or quarries chosen by the Contractor and approved by the contract Engineer. No stone shall have a dimension less than twenty (20) centimeters. Basalts stones, commonly called black stones, are highly recommended, or else stones of other quality, such as un-weathered granites, rhyolites, ignimbrites, etc, duly tested and approved by the Supervising Engineer may also be used.

ARTICLE 7: ORIGIN AND QUALITY OF CEMENT

Cement shall be of the CPA 325 class and shall be obtained from an approved factory.

CHAPTER III: CONCRETE WORKS

ARTICLE 8: PREPARATION OF CONCRETE

Concrete works shall be of three (3) kinds:

- i) Mass concrete for foundations works; it shall be dosed at 250kg/m³ and of appropriate thickness.
- ii) Re-enforced concrete for floor and roof slabs and slab covers for storage tanks, valve chambers and interruption chambers; it shall be dosed 350kg/m³ and shall be of appropriate thickness.
- iii) Mass concrete for catchment's works; it shall be dosed at 400kg/ m³.

CHAPTER IV: METHOD OF EXECUTION

ARTICLE 9: GENERAL INFORMATION

- Definition of the work plan and its execution calendar in agreement with the Contractor.
- Site implantation.
- Supervision of the analyses related to water quality.
- Control the effectiveness of the activities concerning the training and sensitization of the Water Management Committee.
- Preparatory works.
- Construction works.
- Piping network.
- Environmental mitigation measures.
- Project sustainability.

ARTICLE 18: GUARANTEE OF WORKS

The Contractor shall take an engagement to execute the project with the materials he proposes and to respect all the technical norms in force.

In case of an accident leading to the abandonment of the project, the Contractor may be compelled to another project near the previous site, except the geologic conditions are abnormally unfavorable. The Contractor shall not be entitled to any remuneration for the abandoned project.

The obligations of the Contractor during the guarantee period consist of changing, or repairing the worn out parts or those that have been damaged due to an error by the manufacturer.

ARTICLE 19: PROVISIONAL RECEPTION

The materials to be used ought to undergo a qualitative provisional reception, which shall be based on the administrative and technical documents justifying the quality of the materials used are in conformity with the technical objectives. The decision taken during this reception does not liberate the Contractor from his engagements with respect to the deadline as well as the technical specifications.

Any change of material that was proposed in the bid (type, characteristics, origin, etc.) before or after the conformity visit and during the execution of the project, is forbidden except authorized in writing by the Contracting Authority, following the application forwarded by the Contractor.

If the works are not in conformity with the specifications, the Contracting Authority can reject them and ask for their replacement or necessary modifications, without any extra charge for this.

ARTICLE 20: CONDITIONS FOR THE FINAL RECEPTION

The final reception shall be pronounced after the expiration of the guarantee date which comes one year after the provisional reception. A survey among the population to confirm the good working order of the project during the one year guarantee period.

Document No. 6: Schedule of unit prices

FOR THE CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME IN BENAGUDI VILLAGE, MENCHUM VALLEY SUB-DIVISION, IN MENCHUM DIVISION OF THE NORTH WEST REGION

ITEM	WORK DESCRIPTION	Unit	Q'ty	U.P in figures	U.P in words
100 LOT 100. PRELIMINARY 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)	L.S			
102	Preparation of working documents (work execution programm, pegging map and as built plan)	LS			
SUB-TOTAL: 100.....					
200 LOT 200. CONSTRUCTION WORKS					
CATCHMENT					
201	Construction of 20m ³ circular storage tank in stone masonry with an internal control room equipped with a metallic door and all plumbing accessories inclusive	Ls			
202	Construction of spring intake with 2m ² reinforced concrete collection chamber	LS			
202	Standtapes equipped with soak away pits	U			
207	Control valve chambers	U			
208	High point valve chambers, equipped with automatic air release valve 1 1/2"	U			
209	Washout valve chamber	U			
SUB TOTAL : 200					
LOT:300. PIPING NETWORK					
301	Excavation and backfilling of pipe line trenches	ML			
302	laying of pipes	ML			

303	Supply of pvc 63 NP10	ML			
304	Supply of pvc 50 NP10	ML			
305	Supply of pvc 40 NP10	ML			
306	Supply of pvc 32 NP10	ML			
307	Supply of pvc 25 NP12.5 (connection to all stand taps)	ML			
308	Stream crossing each with a GI pipe 2'', two(2) reinforced concrete pillars of 40cm x40cmx3m height and installation of a washout valve GI2'.	U			
309	Stream crossing each with a GI pipe 2'', two(2) reinforced concrete pillars of 40cm x40cmx2m height	U			
310	Plumbing accessories	Ls			
311	Production and implantation of pipeline	U			
SUB-TOTAL: 300.....					
LOT:400. ENVIRONMENTAL MITIGATION MEASURES					
401	Water quality test these include physico-chemical and bacteriological analyses of the sampled water from the existing stream intake	U			
402	Protection of catchment area by; the demarcation of its zone of influence through the erection of a fence made of barbed wire and planting of water friendly trees	U			
403	Cleaning and disinfection of pipeline	U			
SUB-TOTAL: 400.....					
LOT: 500. PROJECT SUSTAINABILITY					
501	Training and putting in place of a water management committee and two(2) caretakers	session			
502	Supply of a complete tool box and spare parts with a dicing machine inclusive with the necessary dices ranging from 1" to 2"	U			
503	Purchase of a metallic ladder of height 3m to provide access into and out of the storage tank	U			

Document No. 7:

Bill of quantities and estimates

FOR THE CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME IN BENAGUDI VILLAGE, MENCHUM VALLEY SUB-DIVISION, IN MENCHUM DIVISION OF THE NORTH WEST REGION

ITEM	WORK DESCRIPTION	Unit	Q'ty	U.P(FCFA)	AMOUNT
100	LOT 100. PRELIMINARY 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)	L.S	1		
102	Preparation of working documents (work execution programm, pegging map and as built plan)	LS	1		
	SUB-TOTAL: 100.....				
200	LOT 200. CONSTRUCTION WORKS				
	CATCHMENT				
201	Construction of 20m ³ circular storage tank in stone masonry with an internal control room equipped with a metallic door and all plumbing accessories inclusive	Ls	1		
202	Construction of spring intake with 2m ² reinforced concrete collection chamber	LS	1		
202	Standtapes equipped with soak away pits	U	7		
207	Control valve chambers	U	3		
208	High point valve chambers, equipped with automatic air release valve 1 1/2'	U	2		
209	Washout valve chamber	U	2		
	SUB TOTAL : 200				
	LOT:300. PIPING NETWORK				
301	Excavation and backfilling of pipe line trenches	ML	3,250		
302	laying of pipes	ML	3,250		
303	Supply of pvc 63 NP10	ML	125		
304	Supply of pvc 50 NP10	ML	1,000		
305	Supply of pvc 40 NP10	ML	1,500		
306	Supply of pvc 32 NP10	ML	525		

307	Supply of pvc 25 NP12.5 (connection to all stand taps)	ML	100		
308	Stream crossing each with a GI pipe 2'', two(2) reinforced concrete pillars of 40cm x40cmx3m height and installation of a washout valve GI2'.	U	2		
309	Stream crossing each with a GI pipe 2'', two(2) reinforced concrete pillars of 40cm x40cmx2m height	U	2		
310	Plumbing accessories	Ls	1		
311	Production and implantation of pipeline	U	164		
SUB-TOTAL: 300.....					
LOT:400. ENVIRONMENTAL MITIGATION MEASURES					
401	Water quality test these include physico-chemical and bacteriological analyses of the sampled water from the existing stream intake	U	1		
402	Protection of catchment area by; the demarcation of its zone of influence through the erection of a fence made of barbed wire and planting of water friendly trees	U	1		
403	Cleaning and disinfection of pipeline	U	1		
SUB-TOTAL: 400.....					
LOT: 500. PROJECT SUSTAINABILITY					
501	Training and putting in place of a water management committee and two(2) caretakers	session	2		
502	Supply of a complete tool box and spare parts with a dicing machine inclusive with the necessary dices ranging from 1" to 2"	U	1		
503	Purchase of a metallic ladder of height 3m to provide access into and out of the storage tank	U	1		
SUB-TOTAL: 500.....					
TOTAL EXCLUDING TAXES					
VAT (19.25%)					
AIR (2.2%)					
TOTAL TAXES					
TOTAL INCLUDING TAXES					
NET TO BE PAID					
THIS BILL OF QUANTITY IS CLOSED AT THE SUM OF; FRANCS CFA					

Document No. 8:

Schedule 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					
MECHANICAL EQUIPMENT	Type	No	Daily rate	Days break up	Amount
TOTAL B					
MATERIAL MISCELLANEOUS	Type	Unit	Unit cost	Quantity	Amount
TOTAL C					
D	DIRECT TOTAL COST			A+B+C	
E	GENERAL SITE EXPENSESES			Dx%	
F	GENERAL OFFICE EXPENSESES			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*MINISTERE DE LA DECENTRALISATION ET DU
DEVELOPEMENT LOCALEREGION DU NORD OUEST
DEPARTEMENT DE LA MENCHUMARRONDISSEMENT DE MENCHUM VALLEY
COMMUNE DE BENAKUMASERVICE DE PASSATION DES
MARCHES PUBLIQUES**REPUBLIC OF CAMEROON***Peace – Work – Fatherland*MINISTRY OF DECENTRALIZATION AND LOCAL
DEVELOPMENTNORTH WEST REGION
MENCHUM DIVISIONMENCHUM VALLEY SUB-DIVISION
BENAKUMA COUNCILSERVICE FOR THE AWARD OF
CONTRACTSCONTRACT or JOBBING ORDER No _____/JO/MINDDEVEL/NWR/MCH/BC/BCITB/2024
OF.....Awarded after OPEN NATIONAL INVITATION TO TENDER
N^o _____/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2024 OF _____ FOR THE
CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME IN BENAGUDI
VILLAGE, MENCHUM VALLEY SUB DIVISION, MENCHUM DIVISION OF THE
NORTH WEST REGION

HOLDER

: [indicate name and full address of holder]

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

Business Registry No. _____ at

Taxpayer's No. _____

SUBJECT : Execution of _____ works;

Lot No. _____; Network _____

PLACE

:Region _____

EXECUTION DEADLINE : _____ (_____) months

AMOUNT IN CFA F:

IAT	
EVAT	
VAT	
AIR (Income tax)	
Net to be paid	

FINANCING

: [indicate the source of financing]

BUDGET HEAD

: [to be completed]

SUBSCRIBED ON: _____

SIGNED ON: _____

NOTIFIED ON: _____

REGISTERED ON: _____

BETWEEN

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

AND

THE COMPANY:

Represented by the General Manager
Hereafter known as << The Contractor >>

ON THE OTHER HAND
THE FOLLOWING AGREEMENT HAS BEEN ENTERED INTO.

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

Read and accepted by the contractor

(place of signature) _____ (date)

Signature of Contracting Authority

(place of signature) _____ (date)

Registration

Document No. 10

FORMS AND MODELS TO BE USED BY BIDDERS

TABLE OF MODELS

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

Annex N° 1: MODEL OF DECLARATION TO TENDER

DECLARATION OF THE INTENTION TO TENDER

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

Nationality

Representing the Company or enterprise or group with head office at
.....

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

In my capacity asofPO
box....., hereby acknowledge receipt of the file for Open National Invitation to Tender N°

..... for the

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

Done at

Signature of

In the capacity of

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

Annex N° 2: MODEL BID

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

Having taken cognizance of all the documents featured or mentioned in the **OPEN NATIONAL INVITATION TO TENDER FILE N°**.....**OPEN NATIONAL INVITATION TO TENDER N°**...../ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2024 OF **FOR THE CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME IN BENAGUDI VILLAGE, MENCHUM VALLEY SUB DIVISION, MENCHUM DIVISION OF THE NORTH WEST REGION**After having personally taking account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;

- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File;
- Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices reveal the amount of the tender at (in figures and words) FCFA exclusive of VAT and at (in figures and in words) FCFA inclusive of all taxes.
- I pledge to execute the works within a deadline of 4 months.
- I pledge to maintain my offer for a duration of **Ninety (90)** days from the deadline of submission of tenders;

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

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

Done at

Signature of

In the capacity of

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

Annex N° 3: MODEL BID BOND

Addressed to the Delegated Contracting Authority

Whereas the undertaking Hereinafter referred to as the “bidder” has submitted his the **OPEN NATIONAL INVITATION TO TENDER FILE N°_ OPEN NATIONAL INVITATION TO TENDER N°_/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2024 OF _____ FOR THE CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME IN BENAGUDI VILLAGE, MENCHUM VALLEY SUB DIVISION, MENCHUM DIVISION OF THE NORTH WEST REGION**

... hereinafter referred to as “the tender” and to which must be attached a bid bond equivalent toFCFA.

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

The conditions of this commitment are as follows:

If the Bidder withdraws his offer during the validity period specified by the Bidder in the tender; or

If the Bidder, having been notified of the award of the contract by the Delegated Contracting Authority during the period of Bid validity:

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

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

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

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

Signed and authenticated by the bank

At, on

(Bank's signature

Annex N° 4: MODEL FINAL BOND

Bank:

Reference of the Bond N°:

Addressed to The Mayor of BENAKUMA Council "Contracting Authority"

Whereas (Name and address of Contractor) hereinafter referred to "the Contractor",
pledge, in execution of the Contract, to carry out the works **FOR THE CONSTRUCTION OF A POTABLE
WATER SUPPLY SCHEME IN BENAGUDI VILLAGE**

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

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

We, (name and address of bank),

Represented by (name of signatories)

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

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

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

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

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

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

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

ANNEX 7: SITE VISIT REPORT

Name of Project

Name of Enterprise

1. CONTEXT OF THE PROJECT
2. GEOGRAPHICAL SITUATION
3. STATE OF THE SITE
4. PHOTOGRAPHS OF THE SITE (including that of company engineer at the site)

Date.....

Name of Enterprise:

Stamp and signature of enterprise

Document No. 11:

Preliminary studies

[To be systematically filled by the Project Owner based on the nature of services to be executed and according to the specifications of Point 5.a of Circular No. 003/CAB/PM of 18 April 2008 relating to the respect of rules governing the award, execution and control of public contracts]

Note on preliminary studies

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

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

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

Annex No.8: Justification of preliminary studies

1. Attach the preliminary studies.

2. Indicate

2.1. The date studies were carried out;

2.2. The name of the public or private Project Manager

2.3. References of the contract, if Private Manager carried it out;

2.4. If maintenance works

2.4.1 Description of the studies;

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

2.5 Rehabilitation or new works

2.5.1 Are quantities in the quotations the same as those of the studies?

2.5.2 Description of studies: Draft Preliminary Study, Detailed Preliminary Study;

2.5.3 Attach the said studies.

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

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

DOCUMENT NO. 12

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

DOCUMENT N° 12

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

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

LISTE DES BANQUES AGREEES PAR LE MINFI

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

This list is available at ARMR.

B- INSURANCE COMPANIES

- 1- Chanas Assurances;
- 2- Activa Assurances
- 3- ZENNITH

Identification of Inspector:

Structure Code: _____

PROJECT FINANCING

Entreprise
name:
Entreprise for
rehab. :

Region : _____
 Division : _____

Division : _____
 Sub-Division: _____

Sub-Division: _____

Council : _____

Council : _____

Locality : _____

Locality : _____

Quarter : _____

Quarter : _____

Place : _____

COORDINATES

X- Coordinates:

						,			
--	--	--	--	--	--	---	--	--	--

(km)

X- Coordinates:

--	--	--	--	--	--	--	--


 (km)

Y- Coordinates:

--	--	--	--	--	--	--	--

 (km)

Longitude : | | , | | | | |

Latitude : 

SITE : □
Precise the name and/or Place.....

- 78

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 functional 3 : Non fonctional

Observation:

NATURE OF BREAKDOWN

☐

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

EQUIPEMENT

GRAVITY:

☐

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

PMH

Pump mark :

☐

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

MANAGEMENT OF HYDRAULIC STRUCTURE /WATER POINT

FUNDING MODE :

☐

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

FUNDING :

☐

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

Other information :

Other information:

MAINTENANCE:

☐

- 0 : others
- 1 : Artisan repairer
- 2 : Village maintenance man
- 3 : Private operator
- 4 : Administration
- 5 : other information :

NUMBER OF CONSUMERS

- ☐ 0_200
- ☐ 201_350
- ☐ 351_500
- ☐ 501_700
- ☐ More than 701
- ☐ No precision

PRINCIPAL USAGES

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

Enough water quantity ?

☐ yes ☐ no

Observation :
.....

WATER QUALITY

Physico-chemical parameters

Ph

- ☐ Acidic
- ☐ Basic

CONDUCTIVITY

Organoleptic Parameter

Color

- ☐ bright
- ☐ Disorder

Taste

- ☐ Acceptable
- ☐ bad
- ☐ dirty
- ☐ others :

Odeur

- ☐ Acceptable
- ☐ Bad

Pollutant indicators Parameter

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

Toxic Parameters

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

PHYSICAL CHARACTERISTICS:

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

ENVIRONMENT

Less than 35m :

- Non public sanitation available : yes ☐ no ☐
 - ☐ Less than 50m :
- 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 refugies around the structures?

☐ yes no

Development

Exhaure.....?

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

Base.....?

- ☐ Reinforced concrete
- ☐ None reinforced concrete

Surrounding Structure.....?

- ☐ Reinforced concrete
- ☐ None reinforced concrete

Lid.....?

- ☐ Reinforced concrete
- ☐ None reinforced concrete
- ☐ Enrochement

Water outlet.....?

Supply.....?

Spare parts.....?

yes ☐ no

<p>Name and signature of constructor</p> <p>At..... the</p>	<p>Name and signature of beneficiary</p> <p>At..... the</p>	<p>Name and signature of Project engineer</p> <p>At..... the</p>
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(To be filled during provisional reception for ongoing projects)

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

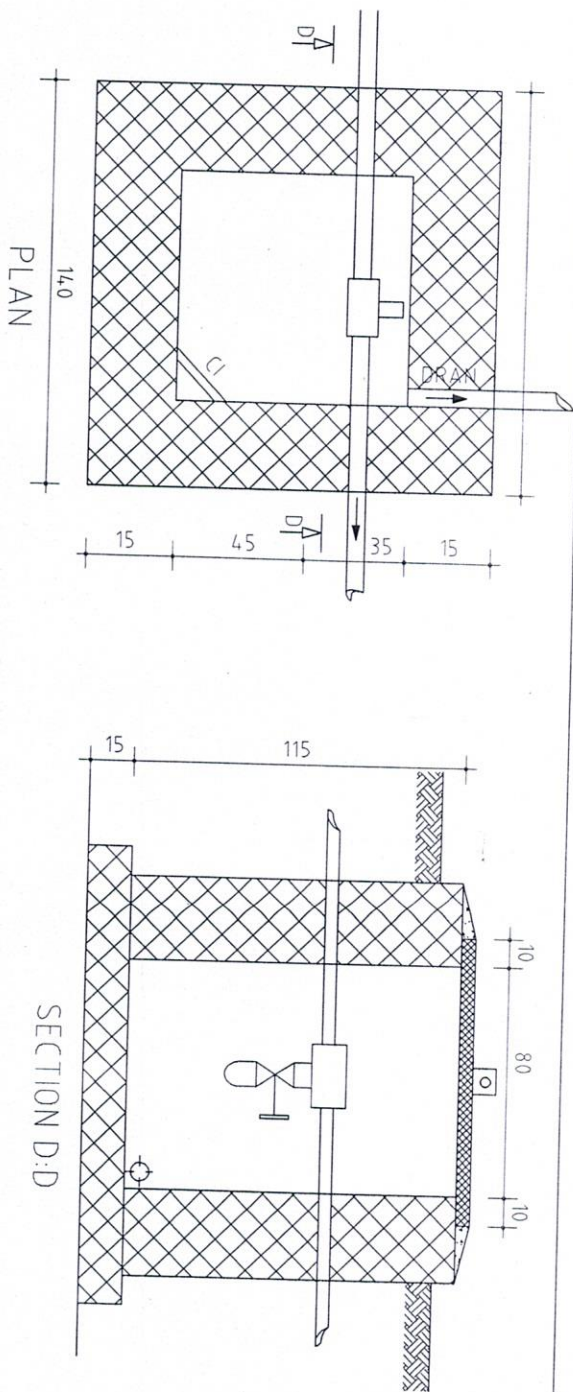
I. BANKS

1. AFRILAND FIRST BANK
2. BANQUE ATLANTIQUE DU CAMEROON (BACM)
3. BANQUE GABONAISE POUR LE FINANCEMENT INTERNATIONAL (BGFI BANK)
4. BANQUE INTERNATIONALE DU CAMEROUN POUR L'EPARGNE ET LE CREDIT (BICEC)
5. CITIBANK CAMEROON (CITIGROUP)
6. COMMERCIAL BANK OF CAMEROON (CBC)
7. ECOBANK CAMEROUN
8. NATIONAL FINANCIAL CREDIT BANK (NFC BANK)
9. SOCIETE COMMERCIALE DE BANQUE CAMEROUN (CA-SCB)
10. SOCIETE GENERALE DE BANQUE AU CAMEROUN (SGBC)
11. STANDARD CHARTERED BANK CAMEROON
12. UNION BANK OF CAMEROON PLC (UBC)
13. UNITED BANK FOR AFRICA (UBA)

II. INSURANCE COMPANIES

1. CHANAS INSURANCE
2. ACTIVA INSURANCE
3. ZENITHE INSURANCE SA BP DOUALA

PLANS AND DIAGRAMS



KEY

WASHOUT VALVE CHAMBER

STONE MASONRY	
MASS CONCRETE	
LEAN CONCRETE	
REINFORCED CONCRETE	
CLIMBLING IRONS	

STUDIED BY:-

CONTENT

WASHOUT
VALVE CHAMBER

DATE:-

SECTION A-A

0.25

1.25

1.00

0.40

0.30

1.00

1.50

0.10

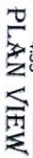
0.40

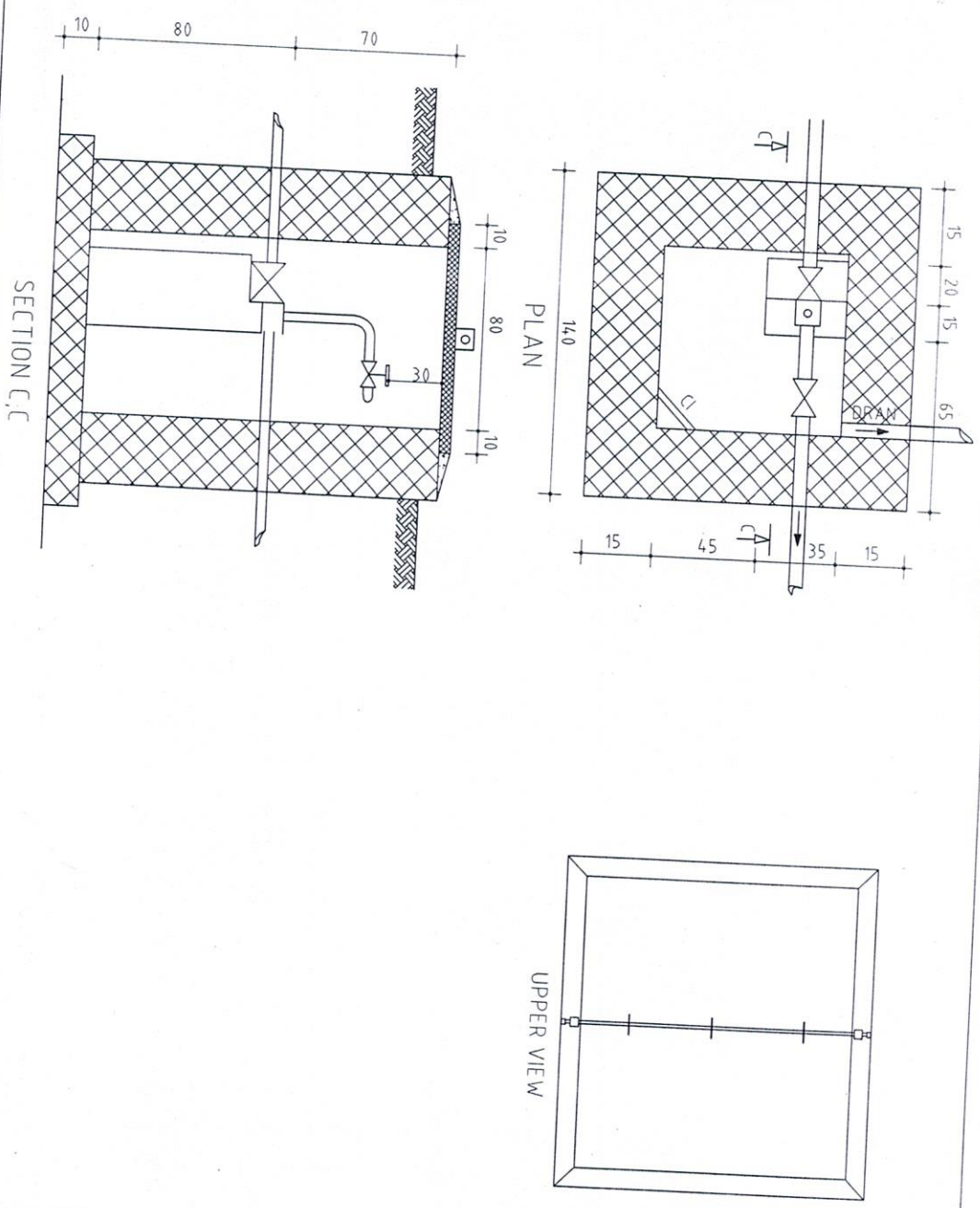
AERATION

STAINLESS STEEL TILT

PNEUMATIC

111 PNEUM





STUDIED BY:-

CONTENT AIR RELEASE CHAMBER

DATE:-