

REPUBLIQUE DU CAMEROUN
PAIX – TRAVAIL – PATRIE

MINISTERE DE DECENTRALIZATION
ET DE DEVELOPMENT LOCAL

REGION DU NORD OUEST

DEPARTMENT DU BUI

ARRONDISSEMENT DE NKUM

COMMUNE DE NKUM
BP 63 – KUMBO; TEL: 33 15 59 15
www.nkumcouncil.org
E-MAIL nkumcouncil@yahoo.com



REPUBLIC OF CAMEROON
PEACE – WORK – FATHERLAND

MINISTRY OF DECENTRALIZATION AND
LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

NKUM SUB DIVISION

NKUM COUNCIL
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MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT

***** OPEN NATIONAL INVITATION TO TENDER

TENDER FILE

**TENDER FILE N° : 002/ONIT/NC/NCITB/2024 OF 28/02/ 2024
FOR THE REHABILITATION AND EXTENSION OF MEMFU WATER SUPPLY
SCHEME, NKUM SUB DIVISION, BUI DIVISION, NORTH WEST REGION**

PROJECT OWNER: THE LORD MAYOR OF NKUM COUNCIL.

FINANCING: PIB MINDDEVEL - 2024

**BUDGET HEAD 58 27 100 02 641651 464211 821
RECORD NUMBER : IZ03450**

FINANCIAL YEAR 2024

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DOCUMENT No. 1
INVITATION TO TENDER

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TENDER NOTICE

**OPEN NATIONAL INVITATION TO TENDER FILE N° : 002/ONIT/NC/NCITB/2024 OF 28/02/ 2024
FOR THE REHABILITATION AND EXTENSION OF MEMFU WATER SUPPLY SCHEME, NKUM SUB DIVISION
BUI DIVISION, NORTH WEST REGION**

FINANCING: PIB MINDDEVEL - 2024

1. Subject of the Invitation to Tender:

Within the framework of 2024 Public Investment Budget, The Mayor of Nkum Council, Contracting Authority hereby launches an Open National Invitation FOR THE REHABILITATION AND EXTENSION OF MEMFU WATER SUPPLY SCHEME, NKUM SUB DIVISION, BUI DIVISION, NORTH WEST REGION

2. Nature of work:

Work to be done consists of the following:

- Site Installation
- Mobilization of personnel and materials
- Demolishing and reconstruction of Catchment
- Rehabilitation of catchment
- Construction of new catchment at Menyar
- Catchment protection fencing
- Construction of 40m3 storage tank stone masonry
- Construction of control valve chambers
- Construction of high/low points.
- Construction of stand taps
- Fencing of the storage tank with barbed wire
- Supply and laying PVC OR HDPEØ50 NP10 (panaflex)
- Supply and laying PVC OR HDPEØ32 NP10 (panaflex)
- Excavation of the pipe line
- Backfilling of the pipe line
- Construction of Complete GI stream crossings
- Supply of Plumbing Tool Box
- Training of water management committee
- Production of as executed plan and GPS coordinates
- Environmental impact notice

2. 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 **four (04) months**

3. Lot

The work is as follows: For The Rehabilitation and Extension of Memfu Water Supply Scheme, Nkum Sub Division, Bui Division, North West Region

Estimated cost

The estimated cost after preliminary studies is **48,800,000 FCFA** (forty-eight million, eight hundred thousand FCFA)

4. Participation and origin

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

5. Financing

Works which form the subject of this Invitation to tender shall be financed by the PIB MINDDEVEL 2024. Budget head number **58 27 100 02 641651 464211 821**

6. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of Finance and whose list is found in document No. 12 of the Tender File, of an amount of **976,000 FCFA (Nine hundred and seventy-six thousand FCFA)** and valid for thirty (30) days beyond the date of validity of bids

7. Consultation of Tender File:

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

10. Acquisition of Tender File:

The file may be obtained from the Nkum Council, Contract Award Service as soon as this notice is published against payment of the sum of **63,000 Francs CFA (sixty-three thousand Francs CFA)**, payable at the Nkum 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 Nkum Council, Contract Award Service not later than **27/03/2023 at 10:00 am** local time and should carry the inscription:

**<< OPEN NATIONAL INVITATION TO TENDER FILE N° : 002/ONIT/NC/NCITB/2024 OF 28/02/ 2024
FOR THE REHABILITATION AND EXTENSION OF MEMFU WATER SUPPLY SCHEME, NKUM SUB DIVISION
BUI DIVISION, NORTH WEST REGION**

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

12. Admissibility of bids

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

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

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

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 **27/03/2024 at 11 AM** local time, in the conference hall of the Nkum

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

1. -Absence or non-conformity of an element 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 **23/27 (85%)** of essential criteria;

B. 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;
- 10-Special Administrative Clauses completed and initialed in all the pages.

15. Award

This evaluation will be done in a binary way (**yes**) or (**no**) with an acceptable minimum of **23/27 (85%)** 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 **23/27 (85%)** 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 Nkum Council's Contract Award Service. Tél. : **237 677 827 817**

Done at Nkum on 28 FEB 2024
The Mayor, Nkum Council
(The Contracting Authority)

Copies:

- MINMAP
- ARMP
- Chairperson of TB
- Notice Board



Stephen
MAYOR NKKUM COUNCIL

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AVIS D'APPEL D'OFFRES NATIONAL No 002/ ONIT/NC/NCITB/2024 DU 28/02/2024 LES TRAVAUX DE REHABILITATION ET EXTENSION DE RESEAU D'AEP DE MEMFU DANS L'ARRONDISSEMENT DE NKUM, DEPARTEMENT DE BUI, REGION DU NORD OUEST

Financement : BIP MINDDEVEL 2024

1. Objet de l'Appel d'Offre

Dans le cadre de l'exercice budgétaire 2024, le Maire de NKUM, Autorité Contractante lance un Appel d'Offres National Ouvert pour Les Travaux De REHABILITATION ET EXTENSION DE RESEAU D'AEP DE MEMFU DANS L'ARRONDISSEMENT DE NKUM, DEPARTEMENT DE BUI, REGION DU NORD OUEST

2. Consistance des prestations :

Les prestations du présent marché comprennent la Construction D'un Puits Equipe ainsi qu'il suit :

- ✓ Installation au site
- ✓ Mobilisation du personnel et des matériaux
- ✓ Démolition et reconstruction de captage
- ✓ Réhabilitation d'un captage
- ✓ Construction de nouvelle captage à Menyar
- ✓ Clôture et protection de captage
- ✓ Construction d'un réservoir du stockage 40m3 avec maçonnerie en pierre
- ✓ Construction des chambres de contrôle
- ✓ Construction des points hauts/bas.
- ✓ Construction des robinets
- ✓ Clôture du réservoir de stockage avec le barbelé
- ✓ Fournir et pose PVC OU HDPEØ50 NP10 (panaflex)
- ✓ Fournir et pose PVC OU HDPEØ32 NP10 (panaflex)
- ✓ Excavation de la ligne de tuyauterie
- ✓ Remblai de la ligne de tuyauterie
- ✓ Construction des croisements
- ✓ Approvisionnement en boîte d'outil
- ✓ Formation de comité de gestion de l'eau
- ✓ Production de comme plan exécuté et coordonnées de GPS
- ✓ Notification d'incidences sur l'environnement

2. Délais d'exécution

Le délai maximum prévu par le Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de **quatre (04) mois**.

3. Allotissement

Le travail est ci-après défini :

Dans Le Village Menfu A L'arrondissement De Nkum, Departement De Bui, Region Du Nord Ouest

4. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de quarante-huit million, huit cent mille francs CFA (**48,800,000 FCFA**)

5. Participation et origine

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

6. Financement

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Publics MINDDEVEL du Cameroun de l'exercice 2024. Imputation Budgétaire: **58 27 100 02 641651 464211 821**

Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO, d'un montant de **neuf cent soixante seize mille FCFA (976,000 FCFA)** et valable pendant trente (30) jours au-delà de la date originale de validité des offres.

7. Consultation du Dossier d'Appel d'Offres

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables à la Marie de Nkum Service de Passation des Marchés Publics dès Publication du présent avis.

8. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu aux heures ouvrables à la Marie de Nkum, Service de Passation des Marchés Publics dès Publication du présent avis, contre présentation d'une quittance de versement à la Trésorerie Municipale de Nkum de la somme non remboursable de **63,000 F CFA (soixante-trois Francs CFA)**.

9. 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 Marie de Nkum, Service de Passation des Marchés Public au plus tard le **27/03/2024 à 10 h 00**, heure locale et devra porter la mention suivante :

**«AVIS D'APPEL D'OFFRES NATIONAL NO N° 002/ONIT/NC/NCITB/2024 OF 28/02/2024 DU ...
LES TRAVAUX DE REHABILITATION ET EXTENSION DE RESEAU D'AEP DE MEMFU DANS
L'ARRONDISSEMENT DE NKUM, DEPARTEMENT DE BUI, REGION DU NORD OUEST**

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

10. Recevabilité des offres

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

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

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

11. Ouverture des plis

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu le **27/03/2024 à 11h00**, heure locale, dans la salle de conférence de la Marie de Nkum, par la Commission interne de Passation de Marchés siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

12. Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

A - Critères éliminatoires

Il s'agit notamment:

- 1- Absence ou non-conformité d'une pièce administrative ;
- 2- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- 3- Fausses déclarations ou pièces falsifiées;
- 4- Absence ou insuffisance de la caution provisoire de soumission;
- 5- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;
- 6- Offres financière incomplète,
- 7- Le changement d'une unité ou d'une quantité dans l'offre financière ;
- 8- Le non-respect de **23/27 (85%)** 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 complété et paraphé à chaque page.

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

13. Attribution

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins **23/27 (85%)** 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 **23/27 (85%)** des critères essentiels.

14. Durée de validité des offres

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

15. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la Délégation Départementale des Marchés Publics de Nkum - Services de Passation des Marchés Publics, **Tél. : 237 677 827 817**

Fait à Nkum, le **12 8 FEB 2024**

**Le Maire,
(Autorité Contractant)**

Copies :

- MINMAP
- ARMP ;
- Présidents CPM ;
- Affichage.
- Chrono/archive



Stephen
MAYOR, NKUM COUNCIL



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

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GENERAL RULES OF THE INVITATION TO TENDER

A. General



Article 1: Scope of the tender

1.1 The Contracting Authority as defined in the Special Regulations of the invitation to tender hereinafter referred to as "Contracting Authority" hereby launches an invitation to tender for the construction and/or completion of the works described in the Tender File and briefly described in the Special Regulations. The name, identification number and number of lots which form the subject of the invitation to tender feature in the Special Regulations of the invitation to tender.

Hereafter reference is made to it under the term "works".

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

1.2 In this Tender File, the terms "Contracting Authority" and Delegated Contracting Authority" are interchangeable and the term "day" means a calendar day.

Article 2: Financing

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

Article 3: Fraud and corruption

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

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

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

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.
- (c) 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;
- (iii) Pending litigations; and
- (iv) Availability of indispensable equipment.

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

- (a) The offer must include all the information listed in article 6(1) above;
- (b) The offer and the contract must be signed in a way that is binding on all members of the group;
- (c) The nature of the group (joint or several) must be specified and justified with the production of a joint venture agreement in due form;
- (d) The member of the group designated as the representative will represent all the undertakings vis à vis

the Contracting Authority with regard to the execution of the Contract.

- (e) In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Contracting Authority into a single account; on the other hand, each undertaking is paid in its own account by the Contracting Authority where it is several co-contracting.

6.3 Bidders must equally present sufficiently detailed proposals to demonstrate that they conform to the technical specifications and delivery time-limits set in the Special Regulations of the invitation to tender.

Article 7: Visit of works site

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

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

7.3 The Contracting Authority may organise a visit of the site of the works during the preparatory meeting to establishing the offers mentioned in article 19 of the General Regulations of the invitation to tender.

B. Tender File

Article 8: Content of Tender File

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

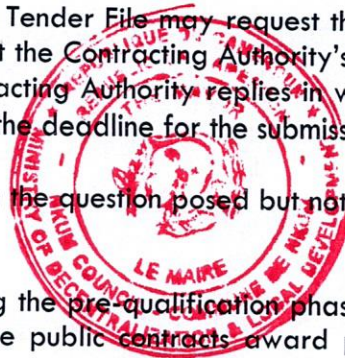
- a. The letter of invitation to tender
- b. The tender notice;
- c. The General Regulations of the invitation to tender;
- d. The Special Regulations of the invitation to tender;
- e. The Special Administrative Conditions;
- f. The Special Technical Conditions;
- g. The price schedule;
- h. The bill of quantities and estimates;
- i. The sub details of prices;
- j. Model tender letter;
- k. Model bid bond;
- l. Model of bank guarantee in replacement of the retention fund;
- m. Model contract;
- n. List of banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds.

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:

- the Contracting Authority with regard to the execution of the Contract.
- (e) In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Contracting Authority into a single account; on the other hand, each undertaking is paid in its own account by the Contracting Authority where it is several co-contracting.

6.3 Bidders must equally present sufficiently detailed proposals to demonstrate that they conform to the technical specifications and delivery time-limits set in the Special Regulations of the invitation to tender.

Article 7: Visit of works site

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

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

7.3 The Contracting Authority may organise a visit of the site of the works during the preparatory meeting to establishing the offers mentioned in article 19 of the General Regulations of the invitation to tender.

B. Tender File

Article 8: Content of Tender File

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

- a. The letter of invitation to tender
- b. The tender notice;
- c. The General Regulations of the invitation to tender;
- d. The Special Regulations of the invitation to tender;
- e. The Special Administrative Conditions;
- f. The Special Technical Conditions;
- g. The price schedule;
- h. The bill of quantities and estimates;
- i. The sub details of prices;
- j. Model tender letter;
- k. Model bid bond;
- l. Model of bank guarantee in replacement of the retention fund;
- m. Model contract;
- n. List of banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds.

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.

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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.

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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

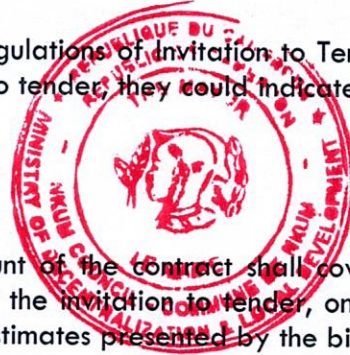
c. Volume 3: Financial offer

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.

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.

Article 17: Bid bond

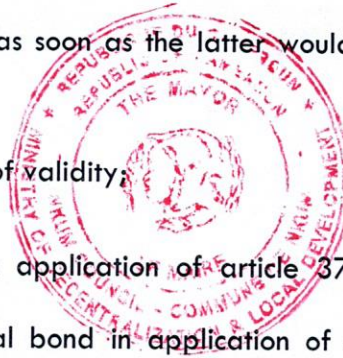
17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his offer.

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:
 - i) fails in his obligation to register the contract in application of article 37 of the General Regulations;
 - ii) Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations.



Article 18: Varying proposals of bidders

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

18.2 Except in the case mentioned in article 18(3) below, bidders wishing to offer technical variants must first assess the basic solution of the Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of 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 Public Contracts Authority with copies being sent to the body in charge of the regulation of public contracts, the Contracting Authority or Delegated Contracting Authority.

It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition 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 character of the procedure

26.1: No information relating to the examination, clarification, evaluation and comparison of offers and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person concerned with the said procedure before the announcement of the award.

26.2 Any attempt by a bidder to influence the Evaluation sub-committee of bids or the Contracting Authority in his award decision may cause the rejection of his offer.

26.3 Notwithstanding the provisions of paragraph 26.2, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority with reasons having to do with his offer 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 offers, the chairperson of the Tenders Board may, if he desires, request any bidder to give clarifications on his offer. This request for clarification and the response given are formulated in writing but no change on the amount or content of the offer 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 29 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 offers, 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 offers to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the offers are in proper order.

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

28.3 An offer that conforms to the Tender File shall essentially be an offer 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 and is not in conformity with the Tender File, the rights of the Contracting Authority or the obligations of the bidder in relation to the contract; or
- iii) Whose correction would unjustly affect the competitiveness of the other bidders who presented offers that essentially conformed to the Tender File.

28.4 If an offer is essentially not in conformity it shall be rejected by the competent Tenders Board and shall not eventually be rendered in conformity.

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

Article 29: Qualification of the bidder

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

Article 30: Correction of errors

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

- (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
- (b) If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
- (c) Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

30.2 The amount featuring in the offer 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 lowest bid refuses the correction thus carried out, his offer 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 offers, the Evaluation sub-committee shall convert the prices of offers expressed in various currencies into those in which the offer 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 of financial offers

- 32.1 Only offers considered as being in conformity, 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 offers, the Evaluation Sub-committee shall determine for each offer the evaluated amount of the offer 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 the 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 the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated according to 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 offers.

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

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

Article 33: Preference granted national bidders

If this provision is mentioned in the Special Regulations, national contractors may benefit from a margin of national preference during the evaluation of offers as provided for in the Public Contracts Code.

F. AWARD OF THE CONTRACT

Article 34: Award

- 34.1 The Contracting Authority shall award the contract to the bidder whose offer was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute

the contract satisfactorily and whose offer was evaluated as the lowest by including, where necessary, proposed rebates

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

Article 35: The right 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 of Public Contracts where the offers 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 the award of the contract

Before the expiry of the validity of the offers set in the Special Regulations, the Contracting Authority shall notify the successful bidder by telecopy confirmed by registered mail or by any other means that his offer was retained. This letter will indicate the amount the Contracting Authority 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 offers.

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

37.3 After publication of the award results, offers 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 or Delegated Contracting Authority and the chairperson of the Tenders Board.

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

Article 38: Signing of the contract

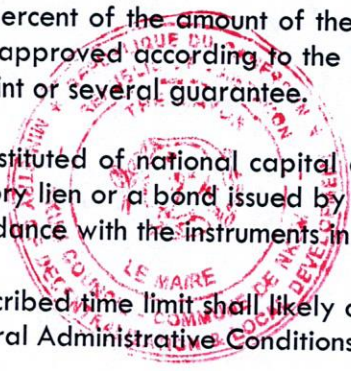
38.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board and the competent Specialised Contracts Control Board, where need be for approval.

38.2 The Contracting Authority has a deadline of four (4) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.

38.3 The contract must be notified to the holder within one (1) day of its date of signature.

Article 39: Final Bond

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

- 39.2 The bond whose rate varies between 2 and 5 percent of the amount of the contract may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.
- 39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.
- 39.4 Failure to produce the final bond within the prescribed 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**

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ARTICLE 3:	TENDER DOCUMENTS
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ARTICLE 7:	DURATION AND VALIDITY OF TENDERS
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ARTICLE 9:	OPENING OF BIDS AND EVALUATION OF TENDERS.
ARTICLE 10:	CANCELLATION OF INVITATION TO TENDERS
ARTICLE 11:	COMMENCEMENT OF WORK:



INTRODUCTION

ARTICLE 1: Definition of works:

The present invitation to tender has as subject the REHABILITATION AND EXTENSION OF MEMFU WATER SUPPLY SCHEME, NKUM SUB DIVISION NORTH WEST REGION . The details are shown in the Special Technical Clauses (STC).The services are carried out on behalf of the Republic of Cameroon represented by the Mayor of Nkum Council and are financed by the Budget of Public Investment of the Ministry of decentralization and local development (2024).



OPEN NATIONAL INVITATION TO TENDER FILE N° 002/ONIT/NC/NCITB/2024 OF 28/02/2024 FOR THE REHABILITATION AND EXTENSION OF MEMFU WATER SUPPLY SCHEME, NKUM SUB DIVISION NORTH WEST REGION

1.2 Execution deadline:

The maximum deadline provided for by the Contracting Authority shall be **one hundred and twenty (120) days** from the date of the notification of the service order for work to start.

ARTICLE 2 Source of financing

Works which form the subject of this invitation to tender are financed by the Public Investment Budget of the MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT (2024; Budget Heads N°58 27 100 02 641651 464211 821

ARTICLE 5: Main evaluation criteria

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

A: Eliminary criteria

1. Absence or non-conformity of an element 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.

B: Essential criteria

1. General presentation of the tender files;
2. References of the company in similar achievements;
3. Quality of the personnel per lot requested;
4. Technical organization of the works;
- 5 . Logistics;
2. Financial capacity;
3. Attestation and report of site visit
4. Special Technical Clauses initialed in all the pages;
5. Special Administrative Clauses completed and initialed in all the pages;
6. Safety measures on the site

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.

ARTICLE 7: PRESENTATION OF THE TENDER.

The bids prepared in English or French and in six (06) copies with one (01) original and five (05) 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 FILE N° 002/ONIT/NC/NCITB/2024 OF 28/02/ 2024
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BUI DIVISION, NORTH WEST REGION**

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

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

8.2 Internal envelopes

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

The first internal envelope shall be labeled;

<< 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.

ENVELOPE A: ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force.
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 four (04) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of tender file issued by public treasury
A.6	A bid bond of 976000 CFA (NINE HUNDRED AND SEVENTY-SIX THOUSAND FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
A.9	A valid Certificate of imposition certified by the chief of centre for taxation
A.10	Business License (photocopy certified by the chief of centre of Taxes, not more than three months).
A.11	Certified Copy of a valid taxpayers card, delivered by the chief of centre of Taxes.
A.12	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.

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

ENVELOPE B: TECHNICAL DOCUMENT.

DESIGNATION
B1: REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS
➤ 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 (Pastoral) Boreholes project over the past 05 years.
B2: PERSONNEL
Qualification of the project engineer: (Engineer in Rural Engineering/Hydrogeology/Hydraulics/Exploration Geophysics:
QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF
01 Project engineer (at least Bsc in Engineering or equivalent certificate)
Qualification of the project engineer: (Engineer in Rural Engineering/Hydrogeology/Hydraulics/Exploration Geophysics at least BAC+3
Professional experience of the project engineer ≥ 05 ye rs (signed CV)
B.2 01 Site foreman(Higher technician or equivalent certificate)
Qualification of the Site foreman: (Higher techni an Rural Engineering/H drogeology Hydraulics/Exploration Geophysic)
Professional experience of the Site foreman ≥ 03 yea s (signed CV)

02 plumbers: Qualification of 02 plumbers BAC in Plumbing)

B3: TECHNICAL ORGANIZATION OF THE WORKS

- Organigram of the enterprise
- Organigram of the project
- Logical sequence for the execution of the task
- Quality control
- Organization of the works/ Methodology
- Environmental protection measures
- Supply of materials.
- Security and safety at the site
- Suitable planning of activities and execution.



B4: EQUIPMENT PUT ASIDE FOR THIS PROJECT

- List of equipment
- Prove of ownership or rental of a Hand compactor
- Small tools (light equipment)
These are small tools used in for construction works (masonry tools, plumbing tools, iron mongery tools, etc)

NB: These equipments must be justified by title deeds or receipt of purchase.

B5 FINANCIAL CAPACITY ;

An attestation of financial capacity at least equal to the cost of the lot all taxes inclusive (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.

B6 SITE VISIT

1- Attestation of site visit signed by the Chief of the Health Centre

- Justifications of site visit (Photos)

Site visit report signed by a representative of the company

B7 ENGAGEMENT OF BIDDER

- Special Technical Clauses initialed in all the pages
- Special Administrative Clauses completed and initialed in all the pages

The third Internal Envelope shall be labeled

<<ENVELOPE C: FINANCIAL DOCUMENTS>> and shall contain the following:

ENVELOPE C: FINANCIAL DOCUMENTS

No.	DESIGNATION.
C1	Declaration of intention to tender, signed, dated and stamped.
C2	Completed and signed mail Enclosure of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)
C4	Sub details of unit prices

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

Supply price

ARTICLE 8: Currency of payment

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

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

The unit Schedule price expressed out in figures and letters and in six (06) copies will be joined to the offer. In the event of error between the prices in figures and letters, the latter will precede and be used as a basis of calculation of the amount of the offer.

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

ARTICLE 9: Transport and delivery

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

This equipment will have to be delivered in good condition and to be installed by the contractor within the structures concerned.

ARTICLE 10: Guarantee and retention guarantee

10.1 Provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed at **976000 FCFA** (Nine Hundred And Seventy-Six Thousand FCFA) .

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

10.2 Final guarantee

The final guarantee is fixed at ten percent (10%) of the initial amount of the services envisaged in the country.

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

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

10.3 Guarantee Retention

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

ARTICLE 11: Period of validity of the offers

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

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

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

The tender, as all the parts accompanying it will have to be given in six (0 6) copies, including one (01) original and five (0 5) copies. The bidder will present his dossier inside a sealed outer jacket being marked:

**« OPEN NATIONAL INVITATION TO TENDER FILE N° :002/ONIT/NC/NCITB/2024 OF 28/02/ 2024
FOR THE REHABILITATION AND EXTENSION OF MEMFU WATER SUPPLY SCHEME, NKUM SUB DIVISION
BUI DIVISION, NORTH WEST REGION.>>**

TO BE OPENED ONLY DURING THE OPENING SESSION»

ARTICLE 13: Date and latest time of deposit of offers

The offers will have to arrive under closed fold and seal latest **27/03/2024** at 10:00 am prompt, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

THE REHABILITATION AND EXTENSION OF MEMFU WATER SUPPLY SCHEME, NKUM SUB DIVISION BUI DIVISION, NORTH WEST REGION

Beyond this time no offer will be received nor accepted.

ARTICLE 14: Opening of the tenders

The opening of the fills will be carried out in the conference room of Nkum Council on **27/03/2024** as from **11:00 am prompt**, by the Tender Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

AWARD OF THE CONTRACT

ARTICLE 15: Award of the contract

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

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

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

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

The contracting authority reserves the right not to take action on an Invitation to tender, if it did not obtain a proposal which appears acceptable to him.

ARTICLE 16: COMMENCEMENT OF WORK:

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

- ❖ The authorizing officer;
- ❖ Control engineer,
- ❖ The Project Manager;
- ❖ The Divisional Delegate of MINEPAT or his representative.
- ❖ The Divisional Delegate of MINDDEVEL or his representative.
- ❖ The Divisional Delegate of ENVIRONMENT or his representative.
- ❖ The Divisional Delegate of MINMAP or his representative.
- ❖ The contractor or his representative.





DOCUMENT No. 4: SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

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- Article 36 - Termination of the contract
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CHAPTER I: GENERAL PROVISIONS



Article 1: Subject of contract

The subject of this contract shall be the REHABILITATION AND EXTENSION OF MEMFU WATER SUPPLY SCHEME, NKUM SUB DIVISION BUI DIVISION, NORTH WEST REGION

Article 2: Contract award procedure

This contract shall be awarded by a NATIONAL INVITATION TO TENDER

Article 3: Definitions and duties

1. General definitions

- The Contracting Authority shall be the Mayor Nkum council

He ensures the preservation of originals of contract documents and the transmission of copies to ARMP through the focal point designated to this effect.

- The Contract Manager shall be the CDO Nkum Council hereinafter referred to as the Contract Manager.

He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.

- The Contract Engineer shall be the *Divisional Delegate of Water Resources and Energy*. BUI hereinafter referred to as the Engineer.
- The control Engineer shall be the *Divisional Delegate of Water Resources and Energy*. He shall notify the contractor the service orders related to the execution of the said project, inform the contract Engineer within 48 hours and shall also do a regular follow-up of the work at the site.
- The Project Manager shall be the CDO Nkum Council.

His Missions will be to ensure the strict respect of the contract

- The contractor shall be to be specified.

2. Security

- The authority in charge of ordering payment shall be the Mayor of the Municipality
- The authority in charge of the clearance of expenditures shall be the *Divisional Finance controller* for Bui.
- The body or official in charge of payment shall be the *Municipal treasurer Nkum Council*.
- The official competent to furnish information within the context of execution of this contract shall be the *Divisional Delegate of Public Contracts*.

Article 4: Language, applicable law and regulation

1. The language to be used shall be *English and/or French*.

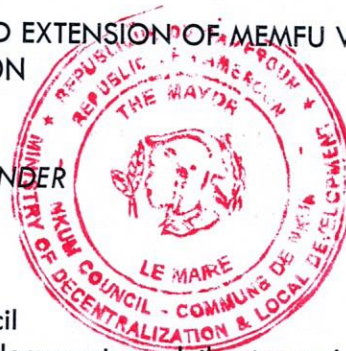
2. The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon and these both within his own organization and in the execution of the contract.

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

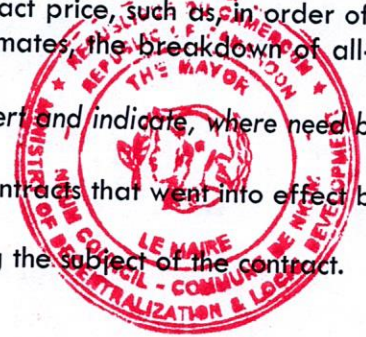
Article 5: Constituent documents of the contract

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

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) referred to above;
- 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.



Article 6: General instruments in force

This contract shall be governed by the following general instruments

1. Decree No.2012/074 of 08 March 2012 bearing on the creation ,organisation and functioning of Tender Boards;
2. Decree No.2012/075 of 08 March 2012 bearing on the organisation of the Ministry of Public Contracts;
3. Decree No.2012/076 of 08 March 2012 modifying and completing some dispositions of decree No 2001/048 of 23 February 2001 bearing on the creation, organisation and functioning of the Public Contracts Regulatory Board
4. Circular No 001/CAB/PR of 19 June 2012 relating to the award and the control of execution of Public Contracts
5. Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code;
6. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
7. Law N^o. 000001/019 of 19th December 2023 MINFI on the instruction of the financed laws, the monitoring and control of the execution of the budgets of the state and other public entities for the 2024 fiscal year.
8. DTU for building works;
9. Applicable standards;
10. Other instruments specific to the domain concerned with the contract.

Article 7: Communication

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

Article 8: Administrative Orders

1. The Administrative Order to start execution shall be signed by the Mayor Nkum Council and notified by the Divisional Delegate of Water Resources and Energy Ngoketunjia.
2. Administrative Orders with financial incidence likely to modify the time-limits shall be signed by Mayor Nkum Council and notified by the Divisional Delegate of **Water Resources and Energy for Bui**.
3. Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly and notified by **the Divisional Delegate of Water Resources and Energy for Bui**.

4. Administrative Orders serving as warnings shall be signed by the Contracting Authority.
5. 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: Contractor's staff

1. Any modification, even partial, made to the technical offer 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).
2. In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Manager within fifteen (15) days of the notification of the Administrative Order to start execution. The Project Manager has eight (8) days to notify his opinion in writing with a copy being sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
3. Any unilateral modification on the supervisory staff made in the technical offer 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

CHAPTER II: FINANCIAL CLAUSES

Article 10 Guarantees and securities

1. Final bond

The final bond shall be set at 10 % of the amount of the contract, inclusive of all taxes.

The guarantee must be returned or released within one month following the date of provisional reception of the works, following a release issued by the Contracting Authority upon request by the contractor.

2. Performance bond

The retention fund shall be set at 10 % maximum 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 reception by release issued by the Contracting Authority upon request by the contractor.

3. Guarantee of start-off advance

A start-off advance of twenty per cent (20%) could be granted to the contractor on his request, following the notification of the contract against a one hundred per cent (100%) of this advance guarantee refund. This one will be restored or raised at the reception. eighty per cent of the value of the contract at reception on presentation of the invoices established in ten (10) specimens whose original will be stamped in accordance with the regulations in force'

- Amount exclusive of VAT: _____ (_____) CFA F

- Amount of VAT: _____ (_____) CFA F.

The amount of the contract calculated under the conditions laid down in article 19 of the GAC, results from the application to the amount exclusive of the VAT, of the Value Added Tax (VAT) and the possible rebate granted by the contractor.

Article 11: Place and method of payment

1. In return for the payments to be done by the Contracting Authority to the contractor under the conditions laid down in the contract, the contractor is bound by these provisions to execute the contract in accordance with the provisions of the contract.
2. The Contracting Authority 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.

Article 12: Price variation

Prices shall be firm

Payments on account made to the contractor as advances shall not be revisable.



Article 13: Advances

1. The Contracting Authority shall grant a start-off advance equal to 20% of the amount of the contract.
2. The time-limit for payment of the start-off advance is fixed at _____ days from the date of its request by the contractor.

Article 14: Payment for works

1. Establishment of works executed

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

2. Monthly detailed account

Not more than the fifth (5th) of the month following the month of the services, the contractor shall hand over to the Project Manager two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as 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 between the budgets of **MINDDEVEL** and the Ministry in charge of Finance

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 Manager and Contract Engineer have a maximum time-limit of twenty-one (21) days to sign the detailed accounts and forward them to the accountant in charge of payment.

A copy of the corrected detailed account is returned to the contractor, if need be.

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

3. Detailed account of start-off account (if need be).

Article 15: Penalties for delays

1. The amount set for penalties for delays is set as follows:
 - a) One two thousandth (1/2000th) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the contractual time-limit;
 - b) One thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.
2. The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract inclusive of all taxes.

Article 16: Payment in case of a group of enterprises

1. For these groups of projects, there will be no room for group of enterprises nor joint and sub-contractors.

Article 17: Final detailed account

After completion of the works and within a maximum time-limit of 30 days after the date of provisional reception, the contractor shall establish, based on joint reports, the draft final 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.

1. The time-limit available to the Contract Manager to notify the corrected and approved draft to the Project Manager is 30 days maximum.
2. The time-limit available to the contractor to return the signed final detailed account is 30 days maximum.

Article 18: General and final detailed account

1. The time-limit available for the Contract Manager or the Project Manager to establish the general detailed account and forward to the contractor after final acceptance is 30 days maximum.

At the end of the guarantee period which results in the final reception 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 Project Manager. 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 except with regard to interest on overdue payments.

2. The time-limit available to the contractor to return the signed final detailed account is 30 days maximum.

Article 19: Tax and customs regulations

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

- Taxes and dues relating to industrial and commercial 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 20: Stamp duty and registration of contracts

Seven (7) original copies of the contract will be stamped by and at the cost of the contractor, in accordance with the applicable regulations.

CHAPTER III: EXECUTION OF WORKS



Article 21: Execution time-limit of the contract

1. The time-limit for the execution of the works forming the subject of this contract shall be: *ninety (120) calendar days.*
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.*

Article 22: Role and responsibilities of the contractor

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

Article 23: Provision of documents and site

A reproducible copy of the plans featuring in the Tender File shall be submitted by *the Project Manager.*

Article 24: Insurance of structures and civil liabilities

The following insurance policies are required within the scope of this contract in the minimum amounts indicated hereafter

- Insurance against risks of damages caused to third parties by its paid personnel in active service at work, by the equipment they use in the works
- Compréhensive insurance of the site;
- Insurance covering its ten-year obligation.

Article 25: Nature of the works

The construction of an equipped Well

Article 26: Documents to be furnished by the contractor

Programme of works, Quality Assurance Plan and others to be specified.

- a) Within a maximum time limit of *thirty (30) days* from the date of notification of the Administrative Order to commence execution, the contractor shall submit in *five (5) copies* for the approval of *Contract Manager* the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan.

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

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

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

The contractor has eight (8) days to present a new one. The Contract Manager or the Project Manager then has a deadline of five (5) days to give his approval or possibly make remarks. In this case, the procedure is started all over without this affecting the contractual time-limit.

The approval given by the Contract Manager 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 will constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Project Manager.

- a) The Environment Management Plan should bring out notably the choice technical conditions for reinstating the works and installation sites.
- b) The contractor shall indicate in this programme the equipment and methods which he intends to use as well as the personnel he intends to employ.
- c) 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.

1. 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 at least one month prior to the date provided for the commencement of realisation of the corresponding part of the structure.
- b) The Contract Manager has a deadline of *fifteen (15) days* to examine and make known his observations. The contractor then has a deadline of *eight (8) days* to present a new file including the said observations.

Article 27: Organisation and safety of sites

1. Signs at the beginning and end of each section must be placed within a maximum deadline of one month after the notification of the Administrative Order to commence work.
2. 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.
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 28: Implantation of structures

The Project Manager shall notify within **03 (three)** days following the date of notification of the Administrative Order to commence work, the basic points and levels of the project.

Article 29: Sub-contracting

This present Jobbing order does not offer any opportunity for contractor to sublet the execution of any phase of the contract.

Article 30: Site laboratory and trials

The Modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions will be presented where and when need arises.

1. The Contract Manager has a deadline of seven (7) days to approve the contractor's personnel and laboratory as soon as the request is formulated.

Article 31: Site logbook

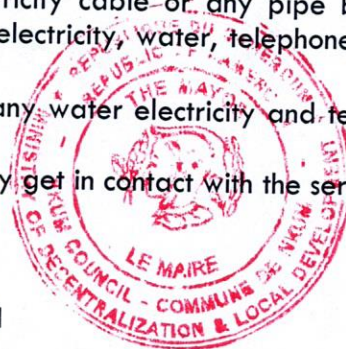
1. The Site logbook must be systematically jointly signed by the Project Manager and the contractor's representative during site meetings and *at each site visit*.
2. It is a joint document in a single copy. Its pages must be numbered and initialled. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.

Article 32: public and private net works

The contractor shall take care when working near any electricity cable or any pipe borne water system. He has to trace if there are any buried cables or pipes for electricity, water, telephone etc. in that site.

The contractor shall take charge of any damages caused to any water electricity and telephone etc network during the execution of the works.

In case of such damage; the contractor shall immediately get in contact with the service concern on modalities on how the repairs can be carried out.



CHAPTER IV: RECEPTION

Article 33: Provisional reception

33.1 Pre- reception Operations

Before the reception of the works the contractor shall ask in writing to the control Engineer, to organize a technical visit for pre-reception. 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 control Engineer and countersigned by 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 chief of service for the contract.

33.2 Receptions

The reception commission shall comprise:

- 1- The Authorizing Officer (Chairman)
- 2- The Contractor or his Representative..... (Member)
- 3- The Control Engineer..... (Secretary)
- 4- The Contract Manager..... (Member)
- 5- The DD MINMAP..... (Member)
- 6- The Stores Accountant Nkum Council.....(Member)

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

Article 34: Guarantee period.

The guarantee period is one (01) year from the date of the provisional reception for the section of new civil Engineering works.

Article 35: Final reception

1. Final reception shall take place within a maximum deadline of fifteen (15) days from the date of expiry of the guarantee.
2. The Project Manager shall be member of the commission.
3. The procedure for final reception shall be the same as for provisional acceptance.



Document No. 5
Special Technical Conditions (STC)

SPECIAL TECHNICAL CLAUSES

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INTRODUCTION

The technical specifications presented herein below define the waterworks that shall be For The Rehabilitation And Extension Of Memfu Water Supply Scheme, Nkum Sub Division North West Region. 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 his disposal of the Contractor for necessary information and inquiries through 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 works 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 a 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 Supervising 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, clean and shall be free of dust particles, schistose, gypseous or clayey debris and organic matter. It shall contain neither sulphur compounds no 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 necessary 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. Furthermore, it shall be fried in order to eliminate algae zygosporos, bacteria and/or bacteria spores, fungi and/or fungal hyphae.

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 Supervising 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 a mixture of 250kg of cement per m³ of sand 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 a mixture of 350kg of cement per m3 of sand and shall be of appropriate thickness.
- iii) Mass concrete for catchment's works; it shall be a mixture of 400kg of cement per m3 of sand.



CHAPTER IV: METHOD OF EXECUTION

ARTICLE 9: GENERAL INFORMATION

9.1 SECURITY AT THE WORK SITE

The contractor shall place at the entrance to work site signboards in bold letters indicating that work is underway and prohibiting the public and unauthorized persons from entering the work site. He shall be responsible for any accident that may occur on the work site or may be suffered by a third party, his staff and employees or officials of the Administration as a result of their presence on the work site. Organization of work and security on the work site shall therefore be the sole responsibility of the Contractor. Furthermore, the Contractor shall be bound by the labour legislation in Cameroon vis-a vis his workers and the Administration. Moreover, his insurance policy shall cover any damages he could cause to any one during the execution of the job.

9.2 TRAFFIC

The Contractor shall be responsible for ensuring that traffic is not obstructed on the entire stretch of his work site throughout the period of work, right up till provisional reception. No obstruction of traffic shall be allowed for more than two hours. Maintenance of traffic flow shall be the responsibility of the Contractor. In case of any breach of contract in this matter, the Supervising Engineer may bring in a third party to correct any shortcomings that may be impeding the traffic flow, and related expenses shall be borne by the Contractor.

Where interference of the traffic flow for a given period is inevitable, the Supervising Engineer shall be informed of the situation at least 7 days in advance, so that he can seek the opinion of local Administrative authorities and get everything arranged beforehand.

In case a deviation has to be used, the contractor shall submit to the Supervising Engineer for approval after consultation with local administrative authorities, the deviation route and his plan for maintaining the deviation throughout the duration of the works that have necessitated the deviation.

ARTICLE 10: STONE MASONRY

Stone masonry shall be aesthetical and in accordance with structure type and civil engineering rules.

Binding mortar shall be a mixture of 400kg of cement per m3 of sand, no grain of which shall have a dimension exceeding 4mm.

Mortar containing a mixture of 450kg of cement per m3 of sand shall be used for the finishing of the external joints of non-visible walls of stone masonry

Mortar consisting of a mixture of 500kg of cement per m3 of sand, to which shall be added a quantity of SIKAS N° 1 recommended by the manufacturer and approved by the Supervising Engineer, shall be used for waterproofing the interior surfaces of water-retaining structures (storage tanks, interruption chambers, sedimentation basin, filters, etc).

ARTICLE 11: POINTING AND PLASTERING

11.1 POINTING

The joints of all external walls of stone masonry that are visible shall be carefully pointed to give them an aesthetic look. Mortar containing 600kg of cement per m3 of sand shall be used for pointing with a cement paste (1:0) finish

11.2 PLASTERING

Plastering of surfaces in contact with water shall comprise pointing of the mortar joints followed by a 1cm thick layer of spatter dash 1:2 (m625). This shall then be followed by the application of a rendering coat of 2cm thick 1:4 (m300) mixtures and a setting coat 2cm thick 1:2 (m625). The walls shall then be finished with cement paste. Plastering of surfaces not in contact with water, such as chambers for air valves, control valves and washouts shall consist of 1 coat of plaster 1cm thick and a mixture of 1:3 (m400)

ARTICLE 12: PLUMBING WORKS

By plumbing works include:

- i) Laying of pipes in the trenches
- ii) Construction and installation of chambers for air valves, washouts and control valves
- iii) Installation of branch lines right up to the last plastic before the standpipes.

12.1 PIPE SPECIFICATIONS

Pipes should meet the physical characteristics presented in table1 below:

Table 1: Physical Characteristics of pipes

Internal Ø & external Ø (mm)	Thickness (mm)			Socket length (mm)	Nominal service pressure (bars)	Length of pipe (m)
	Minimum	Nominal	Maximum			
21x25	1.9	2.0	2.3	28	10	6
28x32	1.9	2.0	2.3	32	6	6
26.8x32	2.4	2.6	2.9	32	10	6
35x40	2.3	2.5	2.8	40	6	6
33.6x40	3.0	3.2	3.5	40	10	6
43.6x50	3.0	3.2	3.5	50	6	6
42x50	3.7	4.0	4.3	50	10	6
56.6x63	3.0	3.2	3.5	63	6	6
53x63	4.7	5.0	5.4	63	10	6
68.6x75	3.0	3.2	3.5	75	6	6
66.6x75	3.8	4.2	4.5	75	10	6
63.2x75	5.5	5.9	6.3	75	10	6
80.6x90	4.3	4.7	5.0	90	6	6

TOLERANCES

OVALIZATION: $\pm 1\text{mm}$

Length of pipe: $\pm 1\% \Rightarrow \pm 6\text{cm}$

Socket length: $\pm 0.6\text{mm}$

12.1.1 CONTROL TESTS FOR PIPES

i) Length

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

ii) External Diameter

The tolerance shall be $\pm 0.3\text{mm}$ for pipes of external diameters between 25mm and 50mm, and $\pm 0.4\text{mm}$ for pipes between 63mm and 75mm in external diameter. Before reception, the Supervising Engineer shall verify the external diameters of 15 pipes for every 300 pipes. If 6 or more pipes fail to meet the tolerances prescribed above, he shall reserve the right to reject the whole lot. If 5 pipes fail to

meet the tolerance stipulated above, 15 other pipes shall be selected at random from the same lot and verified. If the same results are obtained for 5 pipes, the whole lot shall be rejected.

iii) Thickness

Thickness verification should adhere to the specifications presented in table II below.

Table II: Thickness Verification

No. of pipes in the lot	No. of pipes randomly selected for verification	No of bad pipes X	
		Lot accepted if X max =	Lot rejected if Xmin=
100-199	10	2	3
200-299	15	3	4
300-499	20	3	4
500-899	25	5	6
899-1300	30	6	7
1300-3200	40	8	9

The Supervising Engineer shall carry out thickness verification in accordance with table II above

iv) Socket length

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

v) Shrinkage cracks

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

vi) Internal Pressure

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

vii) Impact

This test shall be carried out on three samples, one from each extremity and the third, from the center, all three, one meter long. Perpendicular masses shall be dropped from a height of one meter onto the samples as shown in table III.

Table III: Impact Test Schedule

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

The pipes shall be accepted if, and only if, the percentage of broken pipes in the tested samples does not exceed 40%

viii) Labels

The Contractor shall ensure that all pipes for this project are labeled <H>. The Supervising Engineer shall reject any pipe not labeled as such

The Contractor shall furnish the Supervising Engineer with information (name, address, phone, etc) on the factory being used to procure pipes for any project.

The Contractor shall present to the Supervising Engineer a guarantee certificate from the factory of origin ascertaining that the pipes meet the required standards as described in the foregoing sections. The Contractor shall arrange for free access to the factory for the Supervising Engineer to enable him request, as required, for all factory tests described in the aforementioned sections to be carried out by the manufacturer.

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

FITTINGS SPECIFICATIONS

The fittings required for these works, are presented in Table IV below. Contractors are required to strictly respect these specifications.

All fittings shall be approved by the Supervising Engineer before use. All fittings not conforming to those specified in Table IV shall be rejected. The performance guarantee of work shall cover all defects in fittings, their handling and workmanship.

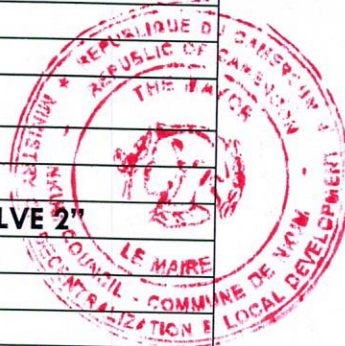
TABLE IV: SPECIFICATIONS FOR FITTINGS

Description of Goods
ADAPTOR UNION 25-3/4"
ADAPTOR UNION 32-1"
ADAPTOR UNION 40-1 1/4"
ADAPTOR UNION 50-1 1/2"
ADAPTOR UNION 63-2"
ADAPTOR UNION 75-2 1/2"
AIR VALVES
BALL VALVE 1 1/2"
BALL VALVE 2"
DEC VALVE 0 3/4"
DEC VALVE 1 1/4"
DEC VALVE 1 1/2"
DEC VALVE 2"
DEC VALVE 2 1/2"
ELBOW 0 3/4"
ELBOW 1 1/4"
ELBOW 1 1/2"
ELBOW 2"
ELBOW 2 1/2"
FLOAT VALVE 63
G.I PIPE 0 3/4"
G.I PIPE 1"
G.I PIPE 1 1/4"
G.I PIPE 1 1/2"
G.I PIPE 2"
G.I PIPE 2 1/2"
G.I SOCKET 0 3/4"
G.I SOCKET 1 1/4"

Description of Goods
NIPPLE 2"
NIPPLE 2 1/2"
PVC ELBOW 63
PVC RED SOCKET 40-32
PVC RED SOCKET 50-40
PVC RED SOCKET 63-50
PVC RED SOCKET 75-50
PVC RED SOCKET 75-63
PVC TEE 32
PVC TEE 40
PVC TEE 50
PVC TEE 63
PVC TEE 75
PVC VALVE 32
PVC VALVE 40
PVC VALVE 50
PVC VALVE 63
PVC VALVE 75
REDUCER G.I. 1"-3/4"
PVC RED SOCKET 75-63
SADLE PIECE 32-1"
SADLE PIECE 40-1
SADLE PIECE 50
SADLE PIECE 50-1"
SADLE PIECE 63
SADLE PIECE 63-1"
SADLE PIECE 75-1"
TAP 0 3/4"

G.I SOCKET 1½"
G.I SOCKET 2"
G.I TEE 1"
G.I TEE 1¼"
G.I TEE 1½"
G.I TEE 2"
G.I TEE 2½"
NIPPLE 0¾"
NIPPLE 1"
NIPPLE 1¼"
NIPPLE 1½"

UNION 0¾"
UNION 1"
UNION 1 ¼"
UNION 1 ½"
UNION 2 "
UNION 2½"
NON RETURN VALVE 2"
GEBAJOINT
GLUE 1 kg
HERM (ROLL)
SAND PAPER (ml)



ARTICLE 13: PIPING

13.1 DESCRIPTION

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

13.2 CARE/LAYING OF PIPES

The soil in the bottom of the trench shall be lightly scarified before laying the pipes or other hydraulic elements.

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

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

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

Only skilled plumbers shall be employed on any plumbing work.

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

13.3 METHOD OF DETERMINING QUANTITY OF G.I AND PVC PIPING LAID

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

CHAPTER V: CONSTRUCTION METHODS

ARTICLE 14: SETTING OUT OF WORKS

The contractor shall be responsible for the setting out of all pertinent lines, works, grades, reference points and levels that may be required for the proper and accurate positioning of all the structures on the work site. The works so set out shall be received by the Supervising Engineer before construction work actually begins

ARTICLE 15: EXCAVATION OF TRENCHES

Pipe trenches shall be excavated to a depth of at 60cm and at most 100cm and width of 40cm. The bottom of each trench shall be free of any stones or other materials which could damage the pipes.

ARTICLE 16: BACKFILL

The Contractor shall be responsible for all backfill operations. However, such operations shall only be carried out after the dimensions of the trenches have been approved by the Supervising Engineer.

After the pipes have been laid in the trenches by qualified plumbers, and the successful hydraulic tests conducted, they shall be carefully covered with soil and rammed in, in soil layers of 20cm thick.

The backfilling of pipes crossing motor able roads shall be done in conformity with laid down norms. The compaction requirement for backfill shall be at least 90% of the dry modified optimum proctor density.

ARTICLE: 17. MAINTENANCE OF EXCAVATIONS

The Contractor shall bear the risk associated with the collapse of any surface exposed as a result of excavation effected anywhere on the work site, whether or not he takes any precautions against such accidents. The nature of the precautions he may take shall be entirely at his discretion. No water shall be allowed to accumulate in any part of an excavation. For that reason, every excavation shall be protected against flooding, seepage, run-off, etc. should water accidentally enter any excavation, it shall be immediately removed by pumping or bailing at the expense of the Contractor.

CHAPTER VI: WORK EVALUATION METHOD

ARTICLE 18. CALCULATION OF THE OVERALL LEVEL OF REALISATION

Each month, the overall level of realization shall be calculated using field data and the unit prices quoted by the Contractor in the Unit Price Schedule.

ARTICLE 19. DESCRIPTION OF STORAGE TANK:

The storage tank shall have a volume of 40m³. The internal diameter (Di) of the tank shall be 4.811m and the height (H) on the floor of the tank to the under-roof of the tank shall be 2.2m.

ARTICLE 20. DESCRIPTION OF SEDIMENTATION BASIN:

The sedimentation basin shall not be concern



DOCUMENT NO. 6
SCHEDULE OF UNIT PRICES

UNIT PRICE SCHEDULE FOR THE REHABILITATION AND EXTENSION OF MEMFU WATER SCHEME NKUM SUB-DIVISION, BUI DIVISION OF THE NORTH WEST REGION

N°	DESCRIPTION OF WORKS	UNIT	U. P. IN FIGURES	U.P. IN WORDS
100	PRELIMINARY WORKS			
101	Site Installation	LS		
102	Mobilization of personnel and materials.	LS		
200	CATCHMENTS AND CHAMBERS			
201	Demolishing and reconstruction of Catchment	U		
202	Rehabilitation of catchment	U		
203	Construction of new catchment at Menyar	U		
204	Catchment protection fencing with barbed wire on 4x4 plank embedded in mass concrete and planting of water trees.	U		
300	DISTRIBUTION NETWORK			
301	Construction of 40m ³ storage tank stone masonry with an attached operation room, complete iron door and a center reinforced support pillar in Ø300mm drain pipe.	U		
302	Construction of control valve chambers	U		
303	Construction of high/low points.	U		
304	Construction of stand taps.	U		
305	Fencing of the storage tank with barbed wire on 4x4 plank embedded in mass concrete.	U		
400	PIPE LINE CONSTRUCTION FROM NEW CATCHMENT AND EXTENSION			
401	Supply and laying PVC OR HDPEØ50 NP10 (panaflex)	ml		
402	Supply and laying PVC OR HDPEØ32 NP10 (panaflex)	ml		
403	Excavation of the pipe line	ml		
404	Backfilling of the pipe line	ml		
405	Construction of Complete GI stream crossings with reinforced 20x20x80cm pillars	cross		
500	HYDRAULICS ACCESSORIES			
501	Fittings	LS		
502	Water test analysis	ls		
503	Supply of Plumbing Tool Box	U		
504	Training of water management committee by MINEE/Council/contractor	sessions		
505	Production of as executed plan and GPS coordinates	U		
506	Environmental impact notice which shall include the re-establishment of all excavations to structures realized and grass planting of 2m round the tank.	LS		

.....Member



DOCUMENT No. 7
BILL OF QUANTITIES AND ESTIMATE

**QUANTITATIVE AND COST ESTIMATE FOR THE REHABILITATION AND EXTENSION OF MEMFU WATER SCHEME
NKUM SUB-DIVISION, BUI DIVISION OF THE NORTH WEST REGION**

N°	DESCRIPTION OF WORKS	UNIT	QTY	U. PRICE	AMOUNT
100	PRELIMINARY WORKS				
101	Site Installation	LS	1		
102	Mobilization of personnel and materials.	LS	1		
	SUB TOTAL 100				
200	CATCHMENTS AND CHAMBERS				
201	Demolishing and reconstruction of Catchment	U	1		
202	Rehabilitation of catchment	U	1		
203	Construction of new catchment at Menyar	U	1		
204	Catchment protection fencing with barbed wire on 4x4 plank embedded in mass concrete and planting of water trees.	U	3		
	SUB TOTAL 200				
300	DISTRIBUTION NETWORK				
301	Construction of 40m3 storage tank stone masonry with an attached operation room, complete iron door and a center reinforced support pillar in Ø300mm drain pipe.	U	1		
302	Construction of control valve chambers	U	4		
303	Construction of high/low points.	U	2		
304	Construction of stand taps.	U	7		
305	Fencing of the storage tank with barbed wire on 4x4 plank embedded in mass concrete.	U	1		
	Sub total 300				
400	PIPE LINE CONSTRUCTION FROM NEW CATCHMENT AND EXTENSION				
401	Supply and laying PVC OR HDPEØ50 NP10 (panaflex)	ml	1,700		
402	Supply and laying PVC OR HDPEØ32 NP10 (panaflex)	ml	1,100		
403	Excavation of the pipe line	ml	2,800		
404	Backfilling of the pipe line	ml	2,800		
405	Construction of Complete GI stream crossings with reinforced 20x20x80cm pillars	cross	1		
	Sub Total 4				
500	HYDRAULICS ACCESSORIES				
501	Fittings	LS	1		
502	Water test analysis	ls	1		
503	Supply of Plumbing Tool Box	U	1		
504	Training of water management committee by MINEE/Council/contractor	sessions	3		
505	Production of as executed plan and GPS coordinates	U	1		
506	Environmental impact notice which shall include the re-establishment of all excavations to structures realized and grass planting of 2m round the tank.	LS	1		
	Sub Total 4				
	TOTAL EXCLUDING TAXES				
	T.V.A =19.25%				
	TOTAL INCLUDING TAXES				

This present estimate is closed at the sum of-----F.C.F.A all taxes included



**DOCUMENT NO. 8:
FRAMEWORK OF SUB-DETAIL OF PRICES**

SUB-DETAIL PRICES

DESIGNATION :

No	DAILY OUT PUT		TOTAL QUANTITY	UNIT	DURATION OF ACTIVITY
	CATEGORY	No	DAILY WAGE	DAYS BREAK UP	AMOUNT
WORKMAN SHIP					
TOTAL A					
EQUIPMENT/ME CHINES	TYPE	No	DAILY RATE	DAYS BREAK UP	AMOUNT
TOTAL B					
MATERIAL AND MISCELLANEOUS		UNIT	UNIT COST	QUANTITY	AMOUNT
TOTAL C					
D	DIRECT TOTAL COST				
E	GENERAL SITE EXPENSESES				
F	GENERAL OFFICE EXPENSES			Dx%	
G	NET COST			Dx%	
H	RISK + BENEFITS			D+E+F	
P	TOTAL COST (HT)			Gx%	
V	UNIT COST (HT)			G+H	
				P/Q'TY	



DOCUMENT NO. 9
MODEL CONTRACT

REPUBLIQUE DU CAMEROUN
PAIX – TRAVAIL – PATRIE

MINISTERE DE DECENTRALIZATION
ET DE DEVELOPMENT LOCAL

REGION DU NORD OUEST

DEPARTMENT DU BUI

ARRONDISSEMENT DE NKUM

COMMUNE DE NKUM
BP 63 – KUMBO; TEL: 33 15 59 15

www.nkumcouncil.org

E-MAIL nkumcouncil@yahoo.com



REPUBLIC OF CAMEROON
PEACE – WORK – FATHERLAND

MINISTRY OF DECENTRALIZATION AND
LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

NKUM SUB DIVISION

NKUM COUNCIL
P.O BOX 63 – KUMBO; TEL: 33 15 59 15

www.nkumcouncil.org

E-MAIL nkumcouncil@yahoo.com

**JOBING ORDER N° ... ONIT/NC/NCITB/2024 OF _____ 2024
FOR THE REHABILITATION AND EXTENSION OF MEMFU WATER SUPPLY SCHEME, NKUM SUB DIVISION
NORTH WEST REGION**

ENTERPRISE: [indicate name and full address of holder]

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

Business Registry No. _____ at

Taxpayer's No. _____

PLACE OF EXECUTION:
EXECUTION DEADLINE : _____ days

AMOUNT IN CFA F:

ATI	
ATE	
VAT	
AIR	
Net to be paid	

FINANCING : 2013 Public Investment Budget

BUDGET HEAD : [to be completed]

SUBSCRIBED ON: _____

SIGNED ON: _____

NOTIFIED ON: _____

REGISTERED ON: _____

BETWEEN

The State of Cameroon represented by the Mayor of Nkum council Delegated Contracting Authority,
hereafter known as the "Administration"
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: ANNEX

ANNEX 1: EVALUATION GRID

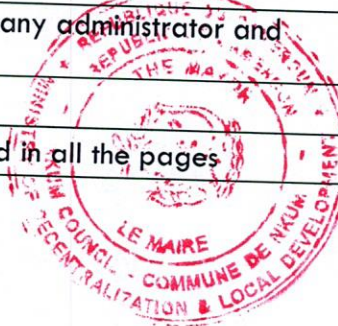
OPEN NATIONAL INVITATION TO TENDER FILE N° :002/ONIT/NC/NCITB/2024 OF 28/02/2024
FOR THE REHABILITATION AND EXTENSION OF MEMFU WATER SUPPLY SCHEME, NKUM SUB DIVISION
NORTH WEST REGION

ADMINISTRATIVE DOCUMENTS

NO	DESCRIPTION	YES	NO
A.1	Certified Copy of the Business Registration, not more than three months old.		
A.2	Declaration of intention to tender stamped with the tariff in force.		
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.		
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.		
A.5	Purchase receipt of tender file issued by public treasury		
A.6	A bid bond issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions		
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)		
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.		
A.9	A valid Certificate of imposition certified by the chief of tax centre		
A.10	Business License (photocopy certified by the chief of tax centre, not more than than three months).		
A.11	Certified Copy of a valid taxpayers card, delivered by the chief of Centre.		
A.12	A Clearance Certificate signed by the chief of tax centre stating 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.		

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)		
.	Qualification of the project engineer: (Engineer in Rural Engineering/Hydrogeology/Hydraulics/Exploration Geophysics:Or BAC + 3		
.	Professional experience of the project engineer ≥ 05 years (signed CV)		
B.3.2	01 Site foreman(Higher technician or equivalent certificate)		
.	Qualification of the Site foreman: (Higher technician Rural Engineering/Hydrogeology/Hydraulics/Exploration Geophysics)		
.	Professional experience of the Site foreman ≥ 03 years (signed CV)		
B.3.3	02 plumbers		
.	Qualification of 02 plumbers (BAC in Plumbing)		
.	Professional experience of the plumbers ≥ 03 years (signed CV)		
B.4	TECHNICAL PROPOSALS		
B.4.1	Organigram of the enterprise		
B.4.2	Organigram of the project precisig the names /function of each person		
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	Prove of ownership or rental of a Hand compactor		

B.5.2	Masonry Kit : Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket , trowels, etc.		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise 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 the chief of post of the Health centre		
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		



ANNEX 2: DECLARATION OF INTENTION TO TENDER

OPEN NATIONAL INVITATION TO TENDER FILE N° .../ONIT/NC/NCITB/2024 OF _____ 2024
FOR THE REHABILITATION AND EXTENSION OF MEMFU WATER SUPPLY SCHEME, NKUM SUB DIVISION
NORTH WEST REGION

I the undersigned _____
General Director/Manager of the company _____
P.O. Box _____ Tel: _____



Acting by virtue of powers conferred on me; on behave of the company, after going through all the documents of the restricted National Invitation to **TENDER N° ... ONIT/NC/NCITB/2024 OF _____ 2024** and has appreciated from my own point of view and responsibility all the difficulties involved, has engage to execute the works in conformity with the conditions of the invitation to tenders for a total amount (all taxes included) of:

Amount in figures (TTC)	Amount in words (TTC)

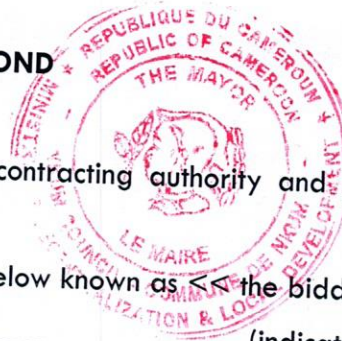
Time limit for the execution _____

This amount has been calculated based on the unit prices and the quantities indicated on the bills of quantities and cost estimates, which will accompany this present bid.

I ask that the amount I am due be paid by the administration in FCFA in to account no. _____ with (Bank) _____

Done at _____ on _____
(Signature, name and stamp)

ANNEX 3: BID BOND



Addressed to _____ (indicate the contracting authority and his address) << the contracting authority >>.

Considering that the company _____ below known as << the bidder >> has submitted his tender on the _____ for _____ (indicate the subject of the invitation to tender), and for which will be joint a guarantee payment to THE MAYOR OF NKUM COUNCIL, (Delegated Contracting Authority) the sum of _____ (indicate the amount in letters and in words) Francs C.F.A

The conditions for this obligation are the following:

1. If the bidder withdraw his tender during the validity period specified in the tender or
2. If the bidder, having been notified the attribution of the contract by the Delegated contracting authority during the validity period;
 - Is not available to sign or refuses to sign the Contract, while he is required to do so.
 - Lack of or refusal to provide the definite caution for the contract as required.

We are committing ourselves to pay to the Delegated contracting Authority, justified claims. That is each time the Delegated contracting authority is asking for claims, he must show proves that one or all of the conditions mentioned above have been violated.

This present caution goes into effect from the date of his signature and dead line fixed by the Delegated Contracting Authority for the submission of bids. It shall remain valid for sixty (60) days as from the time limit for the validity of tenders.

All complains of the Delegated Contracting Authority concerning these claims shall reach our bank before the end of this validity period.

This present caution is submitted for its interpretation and execution according to the Cameroon law. Only a Cameroon court shall be competent to pass a ruling on any matter related to this present engagement. Signed and legalized by the bank _____ on _____

ANNEX 4: MODELE ATTESTATION OF SITE VISIT



I the undersigned Mr./Mrs./Miss [Surname and Name of Principal]
]The Principal of [Name of school] confirm that
 Mr./Mrs./Miss (Surname and Name)

Engineer of the Company:..... (Name of Enterprise),

**has actually visited the site which is going to receive the equipped well relative TENDER FILE N°
 .../ONIT/NC/NCITB/2024 OF _____ 2024 FOR THE REHABILITATION AND EXTENSION OF MEMFU
 WATER SUPPLY SCHEME, NKUM SUB DIVISION NORTH WEST REGIO**

The interested person declares:

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

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

Date
 The Principal

Date
 Stamp of enterprise

Signature and Names

Signature and Names of the Engineer

ANNEX No. 5: Model of start-off advance bond

Bank: reference, address _____

We, the undersigned, (bank, address) hereby declare by the present to guarantee on behalf of _____ [the holder] to the benefit of the Contracting Authority [The Divisional Delegate of Public Contracts Ngoketunjia] (the beneficiary).

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that _____ [the holder] has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of contract No. _____ of _____ relating to _____ to THE REHABILITATION AND EXTENSION OF MEMFU WATER SUPPLY SCHEME, NKUM SUB DIVISION NORTH WEST REGION.] of the total sum corresponding to the advance of [twenty (20) %] of the amount inclusive of all taxes of contract No. _____, payable upon notification of the corresponding Administrative Order that is, _____ CFA francs.

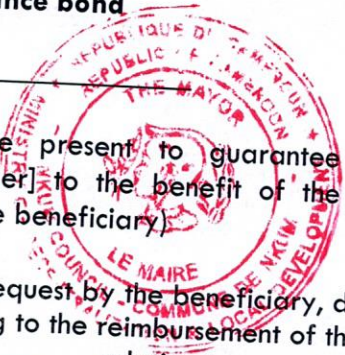
This bond shall enter into force and shall take effect upon reception of the respective parts of this advance into the accounts of _____ [the holder] opened in the _____ bank under No. _____.

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

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

Signed and authenticated by the bank at _____ on _____

Signature of the bank



ANNEX No. 6: MODEL OF PERFORMANCE BOND (RETENTION FUND)

Bank: _____

Reference of the bond: No _____

Addressed to [the Division Delegate of Public Contracts Bui]

Hereinafter referred to as "the Contracting Authority"



Whereas _____ name and address of Supplier] hereinafter referred to "the contractor",
pledged, in execution of the contract, to carry out **THE REHABILITATION AND EXTENSION OF MEMFU
WATER SUPPLY SCHEME, NKUM SUB DIVISION NORTH WEST REGION.**

Whereas it is stipulated in the contract that the retention fund fixed at [percentage below 10 % to be
specified] of the amount of the contract may be replaced by a joint guarantee,

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

We, _____ [name and address of the bank],

Represented by _____ [names of signatories] and hereinafter referred to as "the
bank",

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the
Contracting Authority for a maximum amount of _____
[in figures and letters] corresponding to [percentage below 10 % to be specified] of the contract price1.

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

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

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]



ANNEX 7: SITE VISIT REPORT

Name of project.....

Name of Enterprise



1. CONTEXTE OF THE PROJECT
2. GEOGRAPHICAL SITUATION
3. STATE OF THE SITE
4. PHOTOGRAPHS OF THE SITE

Date.....

Name of Enterprise:

Stamp and signature of enterprise



DOCUMENT NO. 11

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

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



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



DOCUMENT NO. 12 PLANS