

RÉPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

MINISTÈRE DE LA DÉCENTRALISATION ET DU
DEVELOPPEMENT LOCAL

RÉGION DU NORD OUEST

DÉPARTEMENTALE DE MEZAM

COMMUNE DE TUBAH



REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTRY OF DECENTRALISATION AND
LOCAL DEVELOPMENT

NORTH WEST REGION

MEZAM DIVISION

TUBAH COUNCIL

TUBAH COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

TENDER FILE

N°09/ONIT/TUBAHCOUNCIL/TCITB/2024 OF 28/03/2024 UNDER
EMERGENCY PROCEDURE
FOR THE CONSTRUCTION OF WATER TANK CATCHMENTS AND
EXTENSION OF WATER IN BAMBILI VILLAGE, TUBAH SUB

DIVISION, MEZAM DIVISION IN THE NORTH WEST REGION

PROJECT OWNER: THE MAYOR OF TUBAH COUNCIL

FUNDING: MINEE - PUBLIC INVESTMENT BUDGET 2024

AUTHORIZATION N°: _____

IMPUTATION: _____

LOT:	NAME OF PROJECT	AMOUNT OF PROJECT	AMOUNT OF BID BOND	COST OF TENDER FILE :	FINANCIAL YEAR
SINGLE	CONSTRUCTION OF WATER TANK CATCHMENTS AND EXTENSION OF WATER IN BAMBILI VILLAGE, TUBAH SUB DIVISION, MEZAM DIVISION IN THE NORTH WEST REGION	44,710,000 FCFA	894,200 FCFA	61,000 FCFA	2024

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PART 01
TENDER NOTICE

RÉPUBLIQUE DU CAMEROUN

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TENDER NOTICE

OPENED NATIONAL INVITATION TO TENDER

N°09/ONIT/TUBAHCOUNCIL/TCITB/2024 OF 28/03/2024

CONSTRUCTION OF WATER TANK CATCHMENTS AND EXTENSION OF WATER IN BAMBILI
VILLAGE, TUBAH SUB DIVISION, MEZAM DIVISION IN THE NORTH WEST REGION

FUNDING: MINEE - PUBLIC INVESTMENT BUDGET
Exercise 2024

1. Subject of the invitation to tender

Within the framework of the 2024 Public Investment Budget, the Mayor of Tubah Council, Contracting Authority, on behalf of the Republic of Cameroon, hereby launches an Opened National Invitation to tender, THE CONSTRUCTION OF WATER TANK CATCHMENTS AND EXTENSION OF WATER IN BAMBILI VILLAGE, TUBAH SUB DIVISION, MEZAM DIVISION IN THE NORTH WEST REGION. It is a single lot.

2. Work consistency

The works include the following:

- Preparatory works ;
- Construction works ;
- Extension works,
- Piping Network ;
- Environmental mitigation measures;
- Project sustainability.

3. Lot

The work is in unique lot: Construction of Water Tank Catchments and Extension of Water in Bambili Village, Tubah Sub Division, Mezam Division in The North West Region

4. Estimated cost

The estimated cost after preliminary studies is **forty-four million seven hundred and ten thousand (44,710,000) FCFA.**

• Execution deadline

The maximum deadline provided by the Contracting Authority for the execution of the works forming the subject of this Invitation to Tender is **one hundred and twenty (120) days.**

5. Participation

Participation is open under the same conditions to all Cameroonian companies and business concerned that are in compliance with the Cameroon laws.

6. Financing

The works, subject of this invitation to tender, are financed by the Public Investments Budget MINEE 2024 budget head N° _____

7. Consultation of the tender file

The tender file may be consulted at the Tubah Council Office Secretariat, during working hours, as soon as this tender notice is published.

8. Acquisition of the tender file

The tender file may be acquired from the Tubah Council Office Secretariat, Contract Award Service upon presentation of a non refundable treasury receipt of **sixty-one thousand (61,000) FCFA payable at the Tubah Council Treasury representing the cost of the tender file**. Such a receipt shall identify the payer as representing the company that wants to participate in the tender.

9. 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 Tubah Council Office Secretariat not later than **24/04/2024 at 10:00 noon** local time and should carry the inscription:

<< OPENED NATIONAL INVITATION TO TENDER

N°09/ONIT/TUBAHCOUNCIL/BCITB/2024 OF 28/03/2024

CONSTRUCTION OF WATER TANK CATCHMENTS AND EXTENSION OF WATER IN BAMBILI VILLAGE, TUBAH SUB DIVISION, MEZAM DIVISION IN THE NORTH WEST REGION»

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

10. Admissibility of bids

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

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

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

11. Opening of bids:

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the **24/04/2024 at 11:00 am** local time, in the conference hall of the Tubah Council, by its competent Members. Only bidders may attend or be represented by duly mandated persons of their choice and having a good knowledge of their files.

12. Evaluation criteria

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

A. Eliminary criteria

1. Absence of bid bond in the administrative file;
2. Deadline for delivery higher than prescribed;
3. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
4. Incomplete financial file;
5. Change of quantity or unit;
6. Non respect of **75%** of essential criteria;
7. Suspended by MINMAP in 2023.

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 of site visit duly signed by honour of the bidder.
- 9- Special Technical Clauses initialed in all the pages;
- 10- Special Administrative Clauses completed and initialed in all the pages.

2. Award

This evaluation will be done in a binary way (**yes**) or (**no**) with an acceptable minimum of **37/43 (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.

2. Validity of bids

Bidders will remain committed to their offers for one hundred and eighty (180) days from the deadline set for the submission of tenders.

15. Complementary information

Complementary technical information may be obtained during working hours from the Batibo Council.

Tubah on 28 MAR 2024

**The Lord Mayor of TUBAH Council
(Contracting Authority)**

Copies:

- ARMP BAMENDA
- DD MINDDEVEL MEZAM
- DD MINMAP MEZAM
- DD MINEE MEZAM
- Chairperson of TB
- The project owner
- Notice Board
- File/archive



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TUBAH COUNCIL

1.- Objet de l'Appel d'Offres

Le Maire de la commune de Tubah, Autorité Contractante, lance pour le compte de la République du Cameroun, un appel d'offre national ouvert pour les travaux de construction et extension d'eau potable de Bambili dans l'Arrondissement de Tubah, Département de la Mezam, Région du Nord-Ouest.

2.- Consistance des travaux

Les prestations comprennent les opérations suivantes :

- Travaux préparatoires ;
- Travaux de Construction ;
- Travaux de Extension ;
- Canalisation et remblais de tuyauteries;
- Mesures mitigation environnementale;

3.- Alotissement : Le travail est constitué d'un seul lot

4.- Coût prévisionnel : Quarante quatre million sept cent mille (44,710,000) franc CFA.

5.- Participation

La participation est ouverte à l'égalité de conditions à toutes les sociétés et entreprises de droits camerounais.

6.- Financement

Les travaux, objet du présent Appel d'Offres, sont financés par Budget D'investissement Public MINEE, Exercice 2024, sur la ligne d'imputation budgétaire N° _____.

7.- Consultation du dossier d'Appel d'Offres

Le dossier d'appel d'offres peut être consulté aux heures ouvrables auprès de Secretariat de la Commune de Tubah, dès publication du présent avis.

8.- Acquisition du dossier d'Appel d'Offres

Le dossier d'appel d'offres peut être obtenu aux heures ouvrables auprès de Secretariat de la Commune de Tubah, sur présentation d'une quittance de versement d'une somme non remboursable de **soixante mille cinq cent (60 500) francs CFA** au Trésorerie municipale de Tubah. Cette quittance devra identifier le payeur comme représentant l'entreprise désireuse de participer à l'Appel d'Offres.

8. 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 Secrétariat de la Commune de Tubah au plus tard le **24/04/2024 à 10h00**, heure locale et devra porter la mention suivante :

<< AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 09/AONO/COMMUNE DE
TUBAH/CPMICT/2021 DU 28 /03/ 2024 POUR LES TRAVAUX DE CONSTRUCTION ET EXTENSION
D'EAU POTABLE DE NTOH A NCHOKEN, FENGA ET AKOU DANS L'ARRONDISSEMENT DE TUBAH,
DEPARTEMENT DE LA MEZAM, REGION DU NORD-OUEST.
« A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT »

9. 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.

10. 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 **24/04/2024 à 11h00**, heure locale, dans la salle de conférence de la Commune de Tubah, siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

11. Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

A - Critères éliminatoires

Il s'agit notamment :

- 1- Absence de la caution provisoire de soumission ;
- 2- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- 3- Fausses déclarations ou pièces falsifiées ;
- 4- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire ;
- 5- Offres financière incomplète,
- 6- Le changement d'une unité ou d'une quantité dans l'offre financière ;
- 7- Le non-respect de **75%** des critères essentiels ;
- 8- Suspendu par le MINMAP en 2020

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 de visite du site signée par l'autorité de soumissionnaire.
- 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).

12. Attribution

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

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

13. Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant 180 jours à partir de la date limite fixée pour la remise des offres.

14. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la Commune de Tubah.

Fait à TUBAH, le 28 MAR 2024

Le Maire de la Commune de Tubah
(Autorité Contractante)



Feryn Martin Maslongong

Copie :

- ✓ ARMP ;
- ✓ DD MINDEVEL MEZAM
- ✓ DD MINMAP MEZAM
- ✓ DD MINEE MEZAM
- ✓ Maître d'Ouvrage
- ✓ Présidents CPM ;
- ✓ Affichage.
- ✓ Chrono/archive

PART 02
GENERAL REGULATIONS FOR THE INVITATION TO
TENDER (GRIT)

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GENERAL REGULATION FOR THE INVITATION TO TENDER

A.-GENERALITIES

Article 1: Scope of the bid

- 1.1. The Lord Mayor Tubah hereinafter referred to as the Contracting Authority, launches an open national invitation to tender for the execution of the work described in the special clauses of this call for tenders (RFP). It is referred as "Construction and Extension of the Potable Water Supply from Ntoh to Nchoken, Fenga and Akou".
- 1.2. The successful bidder or contractor must complete the work within the period indicated in the RFP, and which runs from the date of notification of the service order (SO) to start the work.
- 1.3. In this present invitation to tender (LPO), the term "day" refers to a calendar day.

Article 2: Funding

The above works, subject of the present invitation to tender, are financed by the Public Investment Budget MINEE, Exercise 2024.

Article 3: Fraud and corruption

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

a. The following definitions are applicable:

- I. Is guilty of "corruption" anyone who offers, gives, solicits or accepts any benefit to influence the action of a public official in the allocation or the execution of a contract.
- II. Is engaged in "fraudulent practices" anyone who distorts or misrepresents facts in order to influence the award or execution of a contract.
- III. "Collusive practices" are any form of agreement between two or more bidders (with the knowledge of the contracting Authority or not) to artificially maintain prices of the offers at a level not corresponding to those that would result from the competition.
- IV. "Coercive practices" are any form of damage to persons or their property or threats against them to influence their action in the attribution or the execution of a Contract.

b. Shall reject any award proposal if it is proven that the proposed contractor is, directly or through an agent, convicted of corruption or engaged in fraudulent, collusive or coercive practices for the award of the said contract.

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

Article 4: Qualification of bidders

4.1. Bidders shall, as part of their bid:

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

The following information is required if applicable:

- i. The production of certified balance sheets and a recent turnover figures.
- ii. Access to a credit line or provision of other resources;
- iii. Previous jobbing orders and ongoing contracts attributed;
- iv. On-going disputes;
- v. The availability of the necessary equipment.

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

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

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

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

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

Article 5: The site visit

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

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

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

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

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

B. TENDER FILE

Article 7: Contents of tender file

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

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

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

Article 8: Clarification made to the tender file

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

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

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

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

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

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

Article 9: Modification of the tender file

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

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

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

C. PREPARATION OF BIDS

Article 10: Costs of submission

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

Article 11: Language of bid

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

Article 12: Composition of bid

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

a. Volume I: Administrative documents

It includes:

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

b. Volume II: Technical File

It includes:

- I. Attestation of site visit and the site visit report;
- II. Personnel: the contractor will present the competent technical staff and workers he intends to hire before the beginning of the work (attach to each staff CV signed by the candidate, certified copy of technical diploma, attestation of presentation of original and the attestation of availability signed by the candidate);
- III. Site equipment: The contractor shall justify the ownership and the State of the equipment necessary for the performance of the work (providing registration certificates, invoices and certificates of technical visit of rolling equipment);

- IV. References of the company (the contractor will provide contracts or Jobbing orders for similar work carried out as well as related minutes of reception);
- V. The technical note on the methodology of intervention of the work: the company will produce a technical note dated and signed providing all the information concerning the mode of execution of the works, the planning of intervention, the expected output, provision of materials or site materials, the potential advantages in terms of safety of the environment and the Organization of the company;
- VI. The CCTP duly initialed on each page and signed on the last page;
- VII. Attestation of solvency of the contractor.
- VIII. Commentaries (optional)

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

c. Volume 3: Financial File

It includes:

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

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

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

Article 13: Amount of bid

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

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

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

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

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

Article 14: Bid Currency and settlement

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

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

Article 15: Validity of bids

15.1. The bids shall remain valid for Ninety (90) days. Any offer with validity less than this period will be rejected by the Contracting authority.

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

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

Article 16: Guarantee of submission

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

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

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

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

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

16.6. The bid bond may be seized:

- a. If the bidder withdraws his bid during the period of validity;
- b. If the bidder selected:
 - ✓ Fails to fulfill its obligation to accept the contract pursuant to the results of award of the contract, or
 - ✓ Fails to provide the performance guarantee pursuant to section 30 of the RGAO.

Article 17: Form and signature of the bid

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

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

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

D. SUBMISSION OF BIDS

Article 18: Sealing and marking of bids

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

18.2. The inner and outer envelopes

- a. Will be addressed to the Contracting authority as indicated in the OMPP;
- b. Will bear the name of the project, the number of the invitation to tender in the OMPP, and the mention "To be opened only during the bid opening session" and also specify the lots.

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

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

Article 19: Date and time limits to deposit bids

19.1. Bids must be received at the Batibo Council at the **specific date and time indicated in the Special Regulation for the Invitation to Tender.**

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

Article 20: Bids out of time

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

Article 21: Modification, Substitution and withdrawal of bids

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

21.2. The notification of the modification, replacement or the withdrawal of the bid by the bidder shall be prepared, sealed, marked and sent in accordance with the provisions of section 15 of the RGAO. Withdrawal may also be notified by fax, but must in this case be confirmed by a duly

signed written notice, with the date, the postmark being authentic, and must not be after the deadline set for the submission of tenders.

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

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

C. OPENING AND EVALUATION OF BIDS

Article 22: Opening of Bids

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

Article 23: Confidential nature of the procedure

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

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

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

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

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

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

Article 25: Determining the conformity of bids

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

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

Article 26: Correction of errors

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

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

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

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

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

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

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

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

F. ATTRIBUTION OF CONTRACT

Article 28: Award

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

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

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

Article 30: Notification of the award of the contract

Before the expiry of the bid validity period fixed by the Special Regulation for Invitation to Tender, the contracting authority shall notify the award of the contract to the successful contractor confirmed by fax, by registered letter or by any other means available to do it. This notification letter

will indicate the amount HT that the contracting authority shall pay to the contractor in respect of execution of works and the duration.

Article 31: Publication of the award decision and redress

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

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

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

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

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

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

Article 32: Signature of the Contract

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

32.1. After the publication of the award decision, the draft contract subscribed by the successful bidder is transmitted to the competent tenders' board for examination and adoption.

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

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

Article 33: Guarantees

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

33.2. The final bond may not be less than two percent (2%) and more than five percent (05%) of the Initial value of the contract. It may be replaced by a bank caution issued by a banking establishment or first rate financial institution authorized in accordance with the instruments in force.

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

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

PART 03
SPECIAL REGULATION FOR THE INVITATION TO
TENDER (SRIT)

Special regulations of the Invitation to Tender

References of the General regulations	General
1	Definition of works: Construction of Water Tank Catchments and Extension of Water in Bambili Village, Tubah Sub Division, Mezam Division in the North West Region. Name and address of the Contracting Authority: The Lord Mayor of Tubah Council Reference of Invitation to Tender: N° 09/ONIT/TUBAHCOUNCIL/TCITB/2024 of 28 /03 /2024
2	Execution deadline: one hundred and twenty (120) days
3	Source of financing Works which form the subject of this Invitation to Tender shall be financed by the 2024 Public Investment Budget of the Ministry of MINEE
4	List of pre-qualified candidates, not applicable
5	Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.

6.1 Evaluation criteria

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

C. Eliminatory criteria

1. Absence of bid bond in the administrative file;
2. Deadline for delivery higher than prescribed;
3. False declaration or falsified documents;
4. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
5. Incomplete financial file;
6. Change of quantity or unit;
7. Non respect of 37/43 (75%) of essential criteria;
8. Suspended by MINMAP in 2023

D. Essential criteria

- 1- General presentation of the Tender Files;
- 2- Financial capacity;
- 3- References of the company in similar achievements;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation of site visit duly signed by the Bidder in his honour.
- 9- Special Technical Clauses initialed in all the pages and signed at the last page;
- 10-Special Administrative Clauses completed and initialed in all the pages and signed at the last page.

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

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

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 37/43 (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 **37/43 (75%)** of the essential criteria.

ARTICLE 6: Language of the bids:

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

PRESENTATION OF THE TENDER.

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

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

5.1 External envelope.

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

<< OPENED NATIONAL INVITATION TO TENDER

**N°09/ONIT/TUBAHCOUNCIL/TCITB/2024 OF 28/___03/2024 UNDER EMERGENCY
PROCEDURE**

**FOR THE CONSTRUCTION OF WATER TANK CATCHMENTS AND EXTENSION OF WATER IN
BAMBILI VILLAGE, TUBAH SUB DIVISION, MEZAM DIVISION IN THE NORTH WEST REGION>>.**

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

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

8.2 Internal envelopes

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

The first internal envelope shall be labeled;

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

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder) with a fiscal stamp.
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 of sixty thousand five hundred (61,000) CFAF issued by Public treasury
A.6	A bid bond of eight hundred and ninety-four thousand CFA (894 200) CFAF issued by a first rate-financial institution 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 Contracts Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.

A.9	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.
A.10	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.
A.11	Plan and attestation of location of the Company signed by the Chief of Taxation
A.12	Power of attorney if necessary
A.13	Special Technical Clauses initialed in all the pages and signed at the last page
A.14	Special Administrative Clauses completed and initialed in all the pages and signed at the last page

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

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

MARKING GRID				
N°	CRITERIA	CONFORMITY		OBSERVATIONS
		YES	NO	
GENERAL PRESENTATION OF THE BIDS				
	Presence of all the documents			
1	Properly bind			
2	Table of content			
3	Page separators in colour apart from white			
4	Order prescribed respected			
5	Clearness of the documents			
6	Presence of all the documents			
REFERENCES OF THE COMPANY IN THE DOMAIN OF WATER SUPPLY				
7	Minimum two (02) registered contract (1st and last pages) certified by a competent authority			
8	Minimum two (02) PV of reception corresponding to the-joint contracts certified by a competent authority			
PERMANENT OR MOBILIZABLE MATERIAL MEANS				
9	Proof of a vibrator in good operating condition			
10	Proof of a vehicle (Pick up 4 x 4 or van) (own or hire)			
11	Proof of a, head pans, rubber buckets, spades, shovels, dig axes, hammers			
QUALIFICATION OF SITE PERSONNEL				
12	Organizational Chart of the company			
13	Organizational Chart of site with comments			
14	Works Director (Civil or Rural Engineer with at least 03 years of experience in similar works)			
	Certified copy of National identity card signed three times by the bearer not more than three months old			
15	Certified copy of the Diploma of Work Director signed by the SDO or the Governor			
16	CV signed and dated by the works Director			
17	Attestation of availability			
19	Site foreman (at least Higher Technician in Civil or Rural Engineering with at least 03 years of experience in similar works)			
20	Certified copy of certificate of Foreman			
	Certified copy of National identity card signed three times by the			

	bearer not more than three months old			
21	CV signed and dated by the site foreman			
22	certificate of availability signed times by the owner			
24	Assistant site foreman (at least a technician in civil or Rural Engineering with at least three 03 years of experience			
25	Certified copy of certificate of Foreman			
	Certified copy of National identity card signed three times by the bearer not more than three months old			
26	CV signed and dated by the site foreman			
27	certificate of availability signed times by the owner			
METHODOLOGY OF INTERVENTION AND EXECUTION OF THE WORKS				
29	Attestation of site Visit			
30	Site Visit report			
31	Detailed technical note concerning the organisation and the execution of works			
32	Planning of execution of works			
33	Respect of the duration of work			
34	Description of safety measures at the building site			
35	Description of socio - environmental measures for the protection the site			
36	Coherence in the execution of works			
37	Coherence in the organisation of the site			
38	CCTP dully initialled on each page and signed and dated on the last page			
CAPACITY OF SELF-FINANCING				
39	Attestation of credibility Minimum 75% of the bid price in F CFA			

ENVELOPE C- FINANCIAL FILE

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

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

Supply price

ARTICLE 8: Currency of payment

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

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

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

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

ARTICLE 9: Transport and delivery

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

ARTICLE 10: Guarantee and retention guarantee

10.1 Provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed at **eight hundred and ninety four thousand (894 200) FCFA**

The time of validity of this guarantee is ninety (90) days as from the date of depositing of the offers.

10.2 Final Bond

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

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

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

10.3 Guarantee Retention

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

ARTICLE 11: Period of validity of the offers

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

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

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

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

<< OPENED NATIONAL INVITATION TO TENDER

N°09/ONIT/TUBAHCOUNCIL/BCITB/2024 OF 28/03/2024

CONSTRUCTION OF WATER TANK CATCHMENTS AND EXTENSION OF WATER IN BAMBILI VILLAGE, TUBAH SUB DIVISION, MEZAM DIVISION IN THE NORTH WEST REGION))

TO BE OPENEDED 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 **24/03/2024** at 10:00am, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

THE SERVICE OF THE CONTRACTING AUTHORITY, THE SECRETARIAT OF THE TUBAH COUNCIL

Beyond this time no offer will be received nor accepted.

ARTICLE 14: Opening of the tenders

The opening of the folds will be carried out in the conference room of the Tubah Council on **24/03/2024** as from 11:00am, by the Tubah Council Tender Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

AWARD OF THE CONTRACT

ARTICLE 15: Award of the Contract

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

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

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

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

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

ARTICLE 16: COMMENCEMENT OF WORK:

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

- ❖ The Authorizing Officer or his representative, **MAYOR TUBAH COUNCIL;**
- ❖ The Contract Engineer, **DD MINEE - MEZAM;**
- ❖ The **DD MINMAP MEZAM** or his representative;
- ❖ The **DDMINEPAT MEZAM** or his representative;
- ❖ The Contract Manager, the Chief of Service for Water and Sanitation **MINEE Mezam;**
- ❖ The **DD MINDDEVEL MEZAM** or his representative;
- ❖ The project Manager is the Secretary **General** of Tubah council;
- ❖ Representative of the beneficiary communities;
- ❖ The contractor or his representative.

PART 04
SPECIAL ADMINISTRATIVE CLAUSES (C.C.A.P)

SUMMARY

CHAPTER I: GENERALITIES

ARTICLE:

- 1- SUBJECT OF THE JOBBING ORDER
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CHAPTER I: GENERALITIES

ARTICLE 1: Subject of the Jobbing order

The jobbing order has as subject the Construction of Water Tank Catchments and Extension of Water in Bamenda village in Tubah Sub Division, Mezam Division in the North West Region.

ARTICLE 2: Procedure of the award of the jobbing order

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

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

1- General definitions

- The Contracting authority is **the Lord Mayor Tubah** He is responsible for the conservation of the originals of the jobbing order and the transmission of copies to ARMP through the focal point designated to that effect.
- The Project owner is **the Mayor of Tubah Council** responsible for the general administrative, financial and technical assistance at the definition, preparation, execution and acceptance stages of the services forming the subject of the jobbing order.
- The contract engineer is **the Divisional Delegate of MINEE for Mezam** and is responsible for the follow-up of the execution of the contract.
- The project manager is the **Secretary General** for Tubah council and is responsible the defense of interest at definition, preparation, execution and acceptance stages of the services forming the subject of the jobbing order
- The beneficiary is **the company**.

2- Security

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

- The authority in charge of ordering payment shall be the **Mayor of Tubah Council**.
- The body or official in charge of payment shall be the **Municipal Treasury of Tubah Council**;
- The authority in charge of the clearance of expenditures shall be the **Divisional Controller of finance – Mezam**;
- The official competent to furnish information within the context of execution of this jobbing order shall be the Project owner, DDMINMAP and the contract engineer.

ARTICLE 4: Language, law, and regulation

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

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

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

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

ARTICLE 5: Constituent Parts of the Jobbing order (CCAG article 4).

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

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

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

ARTICLE 6: General applicable texts

- This jobbing order is subject to the following General texts of law
- The special General administrative Clauses (CCL5);
- The law N° 96/12 of 05 August 1996 on the management of environment;
- The texts governing the trade;
- The Decree N° 2018/366 of 20/06/2018 to institute the Public Contracts Code;
- Decree N° 2001/048 of 23 February 2001 relating to the setting up, Organization and functioning of the Public Contracts Regulation Agency ARMP.
- Decree N° 2003/65/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- Order N° 093/CAB/PM of 5 November 2002 to fix the amount of the bid bond and the purchase fees for tender files;
- Order N° 22/CAB/PM of 02 February 2011 to lay down conditions for the recruitment of individual consultants;
- Order N° 23/CAB/PM of 02 February 2011 to lay down conditions for the implementation of request for quotation;
- Circular N°. 004/CAB/PM of 30 December 2005 relating to the application of the Public Contracts Code;
- Circular N°. 003/CAB/PM of 18 April 2008 relating to the observance of the rules governing the award; execution and control of Public Contracts;
- Circular N°. 002/CAB/PM of January 31, 2011 on the improvement of the performance of the Public Contracts system;
- Circular N°. 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;
- Decree N° 2012/074 of 08 march 2012 relating to the creation, organization and functioning of the Public Tenders Board;
- Decree N° 2012/075 of 08 march 2012 to organize the Ministry of Public Contracts;
- Decree N° 2012/076 of 08 march 2012 to amend and supplement certain provisions of decree N° 2001/048 of 23 February 2001 relating to the creation, organization and functioning of the Public Contracts Regulatory Agency (ARMP);
- Circular N° 001/CAB/PR of 19 June 2012 on the award, the control of execution of public contracts;
- The circular N° 001/C/MINFI of 28th December 2018 on instructions relating to the execution of the finance law, the control and the follow up of the execution of the State Budget, Administrative, Public Establishment, of Councils and State Organizations.
- Unified Technical Documents (DTU) for building works;
- The Norms in force in the Republic of Cameroon;
- The CCTP;
- Order N° 00002/MINEPDED of 08th February 2016 stating the format of terms of reference and the content of an Environmental Impact Notice (EIN).
- Other texts specific to contracting fields.

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

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

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

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

ARTICLE 8: Service Order (CCAG article 8).

- 8.1. The different service orders will be established and notified. The administrative service order to start work will be signed by the Contracting Authority and notified to the contractor by the project owner with copies to the Contracting Authority, the Contract Manager, and the Contract Engineer.
- 8.2. On the proposal of the project owner, service orders having an incidence on the subject, the amount ou delay in the execution of the contract will be signed by the Contracting Authority and notified by the project owner to the contractor with copies to the contract manager and the contract engineer.
- 8.3. Technical service orders on technical issues concerning the execution of the contract will be signed by the contract manager and notified to the contractor by the contract engineer with copies to the Contracting Authority.
- 8.4. Service orders on warning notices will be signed by the project owner and notified by his services to the contractor with copies to the Contracting Authority and the Contract Engineer.
- 8.5. Service orders on suspension and restart of works because of unforeseen circumstances will be signed by the Contracting Authority and notified by his services to the contractor with copies to the Contract Manager and the Contract Engineer.
- 8.6. Service orders concerning remedial actions during the guarantee period will be signed by the Contract Manager on the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.
- 8.7. The contractor has fifteen (15) days to issue reservations on any service order received. The fact of issuing reservations does not prevent the contractor to execute the service orders received.
- 8.8. The Contracting Authority has the right to notify service orders signed by him that are to be notified by the project owner in case this is done within 30days.

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

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

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

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

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

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

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

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

CHAPTER II: FINANCIAL PROVISIONS

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

10.1. The performance bond:

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

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

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

10.2. The retention guarantees:

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

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

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

10.3. The start of advance guarantee:

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

the Ministry in charge of finance. This advance may be released after the notification of the Service order to start the work.

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

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

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

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

- Amount (EVAT): _____ (_____) francs CFA;
- Amount VAT: _____ (_____) francs CFA;
- Amount net to be paid: _____ (_____) francs CFA;

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

ARTICLE 12: Payment Modalities

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

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

Works executed by the contractor and entered into the job cost sheet give entitlement to payment on account.

At the end of the work, a final account of the work is established.

ARTICLE 13: Mode of Payment

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

1. Opens: _____ agency;
2. Account number: _____

ARTICLE 14: Price variation

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

ARTICLE 15: Price revision

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

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

Not required or necessary.

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

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

ARTICLE 18: Valorisation of supplies (CCAG article 24)

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

ARTICLE 19: Advances (CCAG article 28)

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

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

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

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

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

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

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

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

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

- 100 - 2.2 % paid directly into the account of the contractor;
- 2.2 % paid to the public treasury as AIR due by the contractor.

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

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

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

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

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

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

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree N°. 2018/366 of 20th June 2018 to institute the Public Contracts Code.

ARTICLE 22: Penalties (CCAG article 32)

A. Penalties for lateness.

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

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

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

B. Specific penalties.

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

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

ARTICLE 23: Final detailed account (CCAG article 34)

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

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

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

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

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

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

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

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

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

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

24.4 If the contractor does not return the general payment within the deadline referred to above, this general detailed account shall be considered as having been accepted by him and thus become final. The detailed account shall become final once it is signed without reservations by the contractor, except in the case provided for the preceding paragraph. The acceptance of a claim from the contractor shall be regularized by a rider to the general detailed account.

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

Decree N°. 2003/651/PM of 16 April 2003 lays down the terms and conditions for implementing the tax regulations and customs procedures applicable to public contracts. The taxes applicable to this contract include notably:

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

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

All taxes inclusive prices means VAT Included.

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

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

CHAPTER III: EXECUTION OF WORKS

ARTICLE 27: Work consistency

The works include the following:

- Preparatory works ;
- Construction works ;
- Extension works ;
- Piping Network ;
- Environmental mitigation measures ;
- Project sustainability

ARTICLE 28: The obligations of the Project owner

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

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

ARTICLE 29: Execution Time Frame (CCAG article 38)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Civil liability insurance and all construction risk.

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

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

Comprehensive insurance coverage

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

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

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

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

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

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

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

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

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

The approval given by the Contract Engineer does not in any way release the contractor of his responsibilities. Meanwhile, works executed before the approval of the programme shall neither be ascertained nor paid for. The updated and approved schedule will become the contractual schedule. The contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the contract engineer. After approval of the execution schedule by the Contract Engineer, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important modifications alter the objective of the contract or the nature of the works, the Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

- The Environment Management Plan should bring out notably the choice technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.
- The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.

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

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

34.1 The sign boards:

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

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

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

34.2 The site installation plan:

The site installation plan shall be done considering the following:

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

34.2 The fencing of the construction site:

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

34.3 The building site installation:

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

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

34.4 The site logbook:

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

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

The following informations are recorded in it:

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

- The official visits;
- The administrative operations;

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

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

34.5 The site meetings:

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

34.6 Sub-contracting:

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

34.6 Site laboratory:

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

34.7 Security Measures:

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

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

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

CHAPTER IV: ACCEPTANCE OF WORKS

ARTICLE 35: Provisional acceptance (CCAG article 67)

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

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

- The project owner (contracting authority) President;
- The DD MINMAP or his representative Observer;
- The contract engineer Rapporteur;
- The Project Manager Member;
- The DDMINDDEVELL Member;
- The Contract Manager Member;
- The Stores Accountant Member;
- Representative of the beneficiary community Member;
- The contractor or his representative Observer.

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

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

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

ARTICLE 36: Documents to be submitted after execution (CCAG article 68)

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

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

ARTICLE 37: The guarantee period (CCAG article 70)

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

ARTICLE 38: Final acceptance (CCAG article 72)

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

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

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

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

CHAPTER V: MISCELLANEOUS PROVISIONS

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

The contract may be terminated as provided for in Article 100 of the Decree 2018/366 of 20/06/2018 of the Public Contracts code and equally under conditions stipulated in articles 74, 75 and 76 of the CCAG, notably:

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

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

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

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

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

ARTICLE 41: Disagreements and disputes (CCAG article 75)

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

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

ARTICLE 42: Production and dissemination of this present contract.

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

ARTICLE 43 and last: Entry into Force of the Jobbing order

This contract shall be valid only upon its signature by the Contracting Authority. It shall enter into force as soon as it is notified to the contractor by the Contracting Authority.

PART 05
SPECIAL TECHNICAL CONDITION (C.C.T.P)

A- INTRODUCTION.

This specification aims to define the mode of execution of work to be done following the norms and approved standards, according to the documents of the Contract.
The choice of technological options for achieving the proposed work has the sole concern to ensure a better functionality of facilities in compliance with safety rules for the protection of property and persons. It has been established as a guide to clarify and supplement the guidance of the estimate and drawings notwithstanding the terms of the Contract.

B-MODE OF EXECUTION OF WORK

SPECIAL TECHNICAL CONDITIONS (STC)

CHAPTER I – GENERAL INFORMATION

Article 1: EQUIVALENCY OF STANDARDS AND CODES

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

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

Article 2: LOCATION OF WORKS AND VOLUME OF WORK

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

Their location is defined on the locations and communities in various Divisions of the Northwest Region. The various works to be executed are detailed in the bill of quantities and the execution drawings conform to the typical drawings for model plans in the consultation dossier.

Article 3: GENERAL INSTRUCTIONS

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

CHAPTER II – ORIGIN, QUALITY AND PREPARATION OF MATERIALS

Article 4: QUALITY AND SUPPLY OF MATERIALS

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

Article 5: SAND

The nature and origin of sand remains subject to the Supervisor's approval. It shall be obtained from rivers or through crushing. The sand component should be more than 80% and the very fine constituents eliminated by settling should be less than 4%. The sand should be of high quality and must be free from dirt, clay or any organic matter and if deemed necessary, it should be washed before being used.

Article 6: GRAVEL

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

Article 7: STONES

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

Article 8: CEMENT

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

Article 9: CONCRETE WORKS

Concrete Works shall be of 4 kinds: -

- Lean concrete for foundation works where indicated shall be of PC 150kg/m³ and 10cm thick.
- Mass concrete for foundations shall be PC 250kg/m³ and thickness as shown on the plans
- Reinforced concrete for floor and roof slabs, covers foundations shall PC 350kg/m³ and thickness as shown on the plans
- Mass concrete for catchment works: All concrete in catchment construction shall be PC400KG/m³

Article 10: PIPES AND FITTINGS

Generally pipes used in water supply must meet any of the standards mentioned below or their equivalence: the American Water Works Association (AWWA) or the American National Standards Institute (ANSI) or the American Society for Testing and Materials (ASTM) standards N°D 1785 and D 2241 or ISO standards N°527 and 845.

Table A: NFT 54 - 016 Physical Characteristics of Pipes

External Diameter			Thickness		Service Pressure	Test Pressure 1h at 20°C MPa	Tensile test 10h at 60°C MPa
0	Tolerance	Average	Nominal	Max.			
25	0.5	0.3	1.9 2.8	2.3 3.3	1.6 2.5	6.5 10.3	13.7
32	0.5	0.3	2.4 3.6	2.9 4.2	1.6 2.5	6.5 10.3	13.7
40	0.5	0.3	3 4.5	3.5 5.2	1.6 2.5	6.5 10.3	13.7
50	0.5	0.3	3.7 5.6	4.3 6.4	1.6 2.5	6.5 10.3	13.7
63	0.8	0.3	3 4.7 7.1	3.5 5.4 8.1	10 6.3 4	4 6.5 10.3	13.7
75	0.9	0.3	3.6 5.5	4.2 6.3	10 6.3	4.1 6.5	13.7

90	1.1	0.3	4.3 6.6	5 7.5	10 6.3	4.1 6.5	13.7
110	1.4	0.4	3.2 5.3 8.1	3.8 6.1 9.2	16.7 10 6.3	0.6 1 1.6	13.7
125	1.5	0.4	3.7 6 9.2	4.3 6.8 10.4	16.7 10 6.3	0.6 1 1.6	13.7
140	1.7	0.5	3.7 6.1 9.3	4.3 7 10.5	0.6 1 1.6	2.57 3.75 5.86	13.7
160	2	0.5	3.8 6.2 9.5	4.4 7.1 10.7	0.6 1 1.6	1.95 3.3 5.2	13.7

Tolerances

Ovalization : ± 1 mm

Length of pipe : $\pm 1\%$ ± 6 cm

Socket length : ± 0.6 mm

10.1 Control tests for pipes

a) Length

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

b) External diameter

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

c) Thickness

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

Table B: Thickness verification

N° of pipes in the lot	N° of pipes randomly selected for verification	N° of bad pipes X	
		Lot accepted if X max =	Lot rejected if 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 supervisor shall carry out thickness verification in accordance with table B.

d) Socket length

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

e) Shrinkage cracks

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

f) Internal pressure

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

g) Impact

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

Table C: Impact test schedule

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

The pipes are accepted if the percentage of broken pipes in the tested samples does not exceed 20%. The contractor is requested to furnish the supervisor with all information (name, address, phone etc) on the factory being used to procure pipes for his project.

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

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

10.2 Fittings specifications

Contractors are required to strictly respect standards and specifications.

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

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

CHAPTER III – METHOD OF EXECUTION

Article 11 GENERAL INFORMATION

11.1 Safety Measures

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

11.2 Traffic

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

Article 12 STONE MASONRY

All stone masonry works must comply to the following standards DTU N° 20 – 12; NFP 13:304 and 14:301. The stone masonry required for the REHABILITATION of structures should be aesthetical and according to structure type (shape, size of stones, joints etc...) in accordance with Engineering rules. Binding mortar shall contain 300 (three hundred) kg of cement per m3 of sand with the biggest sand grain

being 4mm.

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

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

Article 13 MORTARS AND CONCRETE

13.1 Mortar

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

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

13.2 Concrete

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

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

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

Article 14 POINTING AND PLASTERING

14.1 Pointing

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

14.2 Plastering

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

Article 15 PLUMBING WORKS

Description

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

Construction methods

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

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

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

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

Only skilled plumbers shall be employed on any plumbing work.

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

Method of measurement

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

Basis of payment

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

Article 16 : EXCAVATIONS OF TRENCHES

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

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

Article 17 : NOMENCLATURE OF WORK

17.1 Setting out of works

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

17.2 Earth Works

17.2.1 Description

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

17.2.2 Construction methods

Excavation

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

Backfill

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

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

Maintenance of excavations.

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

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

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

Code Waypoint :

X- Coordinates:

Y- Coordinates:

(km)

Longitude :

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

Latitude :

(km)

SITE :

Precise the name and/or Place.....

--

.....

1 : Market

2 : School

3 : Hospital

4 : Administration

5 : Stop point on highway

6 : Household

CHARACTERISTICS OF WATER POINT

TYPE OF WATER POINT: ☐

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

Other Information

... ☐ NATURE WATER POINT

NATURE OF WATER POINT:

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

Other Information

STATE OF STRUCTURE: ☐

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

Observations :

NATURE OF BREAKDOWN ☐

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

EQUIPEMENT

1

☐

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

PMH

Pump mark:

☐

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

MANAGEMENT OF HYDRAULIC STRUCTURE /WATER POINT

FUNDING MODE :

☐

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

FUNDING :

☐

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

Other information :

Other informations:

MAINTENANCE

☐

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

NUMBER OF CONSUMERS

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

PRINCIPAL USAGES

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

Enough water quantity ?

☐ yes ☐ no

Observation :
.....

WATER QUALITY

Physico-chemical parameters

Ph

- ☐ Acidic
- ☐ Basic

CONDUCTIVITY

Organoleptic Parameter

Color

- ☐ bright
- ☐ Disorder

Taste

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

Odeur

- ☐ Acceptable
- ☐ Bad

Pollutant indicators Parameter

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

Toxic Parameters

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

PHYSICAL CHARACTERISTICS:

Water height: (m)

Static level: (m)

Top strainer level: (m)

Diameter: (mm)

Depth: (m)

Storage capacity: (m³ /l)

Storage Coefficient: (m)

Piping distance: (m)

Drawdown: (m)

Exploitation flowrate: (m³/h)

Specific flowrate: (m³/h/m)

Network length: (m)

Number of subscribers:

Number standtaps:

Piping distribution:

Number standtaps:

ENVIRONNEMENT

Less than 35 m :

- Non public sanitation available :

☐ yes ☐ no

Less than 50 m :

- Available drainage network:

☐ yes ☐ no

- Residence:

☐ yes ☐ no

- Livestocks:

☐ yes ☐ no

- If yes, Nature livestock:

- spreading plan :

☐ yes ☐ no

- industrial activity, waste, etc ...

Less than 500 m:

- Proximity water source available

☐ yes ☐ no

- If yes, indicate the name:

- présence of wet zone or swamp

☐ yes ☐ no

- If yes, indicate the council area:

In a radius of 3 km :

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

Registered/Declaration of collected samples:

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

Are they refuges around the structures?

Development

Exhaure.....?

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

Base.....?

- ☐ Reinforced concrete
- ☐ None reinforced concrete

Margelle.....?

- ☐ Reinforced concrete
- ☐ None reinforced concrete

Cover.....?

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

Water outlet.....?

Supply.....?

Spare parts.....?

yes ☐ no

Name and signature of constractor	Name and signature of beneficiary	Name and signature of Project engineer
At..... the	At..... the	At..... the

PART 06

SCHEDULE OF UNIT PRICES

SCHEDULE OF UNIT PRICES FOR THE CONSTRUCTION OF WATER TANK CATCHMENTS AND EXTENSION OF WATER IN BAMBILI VILLAGE, TUBAH SUB DIVISION, MEZAM DIVISION IN THE NORTH WEST REGION

BILL OF QUANTITIES AND COST ESTIMATE FOR THE CONSTRUCTION OF WATER TANK CATCHMENTS AND EXTENSION OF WATER IN BAMBILI VILLAGE, TUBAH SUB DIVISION, MEZAM DIVISION IN THE NORTH WEST REGION

ITEM	Description	Unit	Qty (in word)	U. P (in word)	TOTAL (in word)
Lot 100	Preparation Works				
101	Site installation (Installation of project signboard, acquisition of worksite office, store and lodging places for personnel, general site cleaning and implantation, demolition of temporary structures).	LS	1		
102	Mobilisation of material and Personnel	LS	1		
103	Preparation of working documents	LS	1		
	SubTotal 100				
Lot 200	Construction Works				
201	Reconstruction of a spring catchment	ls	1		
202	Construction of a storage tank of 100m3 in Menkegeli quarter Bambili	LS	1		
203	Construction of a water point with eight head taps at the entrance to Bambili market	ls	1		
204	Construction of a stand tap after the storage tank at Nchoken	ls	1		
	Sub Total 200				
Lot 300:	Piping Network				
301	Pipeline excavation at 80cm depth and backfilling of new network	ML	600		
302	Supply and laying of PVC pipe dia. 75NP10	ML	595		
303	Supply and laying of PVC pipe dia. 25NP10 for	U	5		
304	Cleaning and disinfection of the pipeline	LS	1		
305	Removal and replacement of the pavements along the pipeline, distruction of gutter and reconstruction along the pipeline	LS	1		
306	Plumbing accessories	LS	1		
	Sub Total 300				
Lot 400	Project Sustainability				
401	Training of the water management committee	session	2		
402	Water quality test include physico-chemical amd Bacteriological analyse of the sampled water of the catchment at Nchoken	LS	1		

	Sub Total 400				
Lot 500	ENVIRONMENTAL IMPACT ASSESSMENT				
501	Environmental Impact notice	LS	1		
502	Demarcation and protection of the Water catchment, planting of water friendly trees	LS	1		
	Sub Total 500				
Montant Total HT					
VAT 19.25%					
IR 2.2%					
Montant Total TTC					
Net à payer					

PART 07
DETAILED BILL OF QUANTITIES

**BILL OF QUANTITIES AND COST ESTIMATE FOR THE CONSTRUCTION OF WATER TANK CATCHMENTS AND
EXTENSION OF WATER IN BAMBILI VILLAGE, TUBAH SUB DIVISION, MEZAM DIVISION IN THE NORTH WEST
REGION**

ITEM	Description	Unit	Qty (in word)	U. P (in word)	TOTAL (in word)
Lot 100	Preparation Works				
101	Site installation (Installation of project signboard, acquisition of worksite office, store and lodging places for personnel, general site cleaning and implantation, demolition of temporary structures).	LS	1		
102	Mobilisation of material and Personnel	LS	1		
103	Preparation of working documents	LS	1		
	SubTotal 100				
Lot 200	Construction Works				
201	Reconstruction of a spring catchment	ls	1		
202	Construction of a storage tank of 100m3 in Menkegeli quarter Bambili	Ls	1		
203	Construction of a water point with eight head taps at the entrance to Bambili market	ls	1		
204	Construction of a stand tap after the storage tank at Nchoken	ls	1		
	Sub Total 200				
Lot 300:	Piping Network				
301	Pipeline excavation at 80cm depth and backfilling of new network	ML	600		
302	Supply and laying of PVC pipe dia. 75NP10	ML	595		
303	Supply and laying of PVC pipe dia. 25NP10 for	U	5		
304	Cleaning and disinfection of the pipeline	LS	1		
305	Removal and replacement of the pavements along the pipeline, distruction of gutter and reconstruction along the pipeline	LS	1		
306	Plumbing accessories	LS	1		
	Sub Total 300				
Lot 400	Project Sustainability				
401	Training of the water management committee	session	2		
402	Water quality test include physico-chemical amd Bacteriological analyse of the sampled water of the catchment at Nchoken	LS	1		
	Sub Total 400				
Lot 500	ENVIRONMENTAL IMPACT ASSESSMENT				
501	Environmental Impact notice	LS	1		
502	Demarcation and protection of the Water catchment, planting of water friendly trees	LS	1		

	Sub Total 500	
	Montant Total HT	
	VAT 19.25%	
	IR 2.2%	
	Montant Total TTC	
	Net à payer	

PART 08

UNIT PRICE BREAKDOWN

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

ANNEXES

PART 09
MODEL OF CONTRACT



JOBGING ORDER N° _____ JO/BC/2024 OF2024

Awarded after Open National Invitation to Tender N° ____/ONIT/TUBAHCOUNCIL/TCITB/
2024 OF ____/____/2024 for The Construction of Water Tank Catchmente and extension of
Water in Bambili village, Tubah Sub Division, Mezam Division in the North West Region.

HOLDER:

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

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

SUBJECT: Execution of _____ works;

PLACE : _____

EXECUTION DEADLINE: _____ (04) months

AMOUNT IN CFA F:

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

FINANCING: MINEE - PUBLIC INVESTMENT BUDGET - 2024

BUDGET HEAD: _____

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

Between:

The Government of the Republic of Cameroon, represented by **The Mayor Tubah Council** hereinafter referred to the "Contracting Authority"

On the one hand,

And

_____ (enterprise)

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

Business Registry No. _____

Taxpayer's No. _____

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

On the other hand,

Agree on the following:

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

With _____,

For the execution of _____ works

EXECUTION DEADLINE _____ (04) months

Amount of Contract in CFA F:

IAT	
EVAT	
VAT (19.25)	
AIR (2.2 %)	
Net to be paid	

Read and accepted by the Contractor

(place of signature) _____ (date)

Signature of Contracting Authority

(place of signature) _____ (date)

Registration

PART 10
MODEL DOCUMENTS TO BE USED BY BIDDER

A- MODEL OF UNDERTAKING BY BIDDER

Undertaking by the Bidder

I the undersigned (name and first name of the signatory) _____ acting as _____ (quality of the signatory with respect to the company), of Nationality _____, and residence in _____.
After having read and taken note of all the parts of the Open National Invitation to Tender N° ____/ONIT/TCITB/2024 OF ____/____/2024 FOR THE CONSTRUCTION OF WATER TANK CATCHMENTS AND EXTENSION OF WATER IN BAMBILI VILLAGE, TUBAH SUB DIVISION, MEZAM DIVISION IN THE NORTH WEST REGION.

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

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

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

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

I declare moreover that I remain committed by the present tender during a ninety (90) days deadline as from the date of opening of the bids.

Done in..... on the

The CONTRACTOR (Signature and seal)

B- MODEL OF TENDER LETTER

TENDER SPECIMEN FORM

I undersigned _____ acting as _____, of Nationality Cameroonian, and residence in _____.

After having read and taken note of all the parts of the Open National Invitation to Tender N° ____/ONIT/TCITB/2024 OF ____/____/2024 FOR THE CONSTRUCTION OF WATER TANK CATCHMENTS AND EXTENSION OF WATER IN BAMBILI VILLAGE, TUBAH SUB DIVISION, MEZAM DIVISION IN THE NORTH WEST REGION.

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

- Carry out the aforementioned contract in accordance with the conditions of the Special regulations of the Invitation to tender, the special Technical specifications and the special Administrative Clauses, at the prices indicated in the schedule of Unit Prices, quantitative estimate, for the total amounts of the bid in francs CFA:
- In Letter and figure (including all taxes): _____
- In Letter and figure (VAT 19, 25%): _____
- In Letter and figure (HT): _____
- To pay the forwarding costs of the contractual parts;
- Begin work in seven (7) days maximum and to carry out the contract in FOUR (4) months as from the date of notification of service order to start work.

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

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

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

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

Done in.....on the

The CONTRACTOR (Signature and seal)

C-

MODEL BID BOND

BID BOND

Reference of the guarantee: N° _____

Invitation to tender N° _____

We understand that _____ (hereinafter called "the bidder"), has submitted his bid on _____ for **The Construction of Water Tank Catchments and Extension of Water in Bambili Village in Tubah Sub Division, Mezam Division in the North West Region.**

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

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

The conditions of this commitment are as follows:

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

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

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

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

Signature and stamp of the Guarantors

Date _____

Address _____

D-

MODEL PERFORMANCE GUARANTEE

PERFORMANCE GUARANTEE

JOBGING ORDER N° ____/JO/TCITB/2024

We understand that _____ (hereinafter called "the contractor"), has engage pursuant to contract

JOBGING ORDER N° ____/JO/TCITB/2024 awarded after an Open National Invitation to Tender N° ____/ONIT/TCITB/2024 OF ____/____/2024 FOR THE CONSTRUCTION OF WATER TANK CATCHMENTS AND EXTENSION OF WATER IN BAMBILI VILLAGE, TUBAH SUB DIVISION, MEZAM DIVISION IN THE NORTH WEST REGION.

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

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

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

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

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

Signature and seals of the Guarantors

Date _____

Address _____

E- MODEL OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee Advance Payment

Bank _____

Reference of the guarantee: N° _____

Contract N° _____

To the (Contracting Authority),

Company _____

We, Bank _____ were informed that the Mayor of Tubah Council acting as the Contracting Authority and acting as a Contractor, have concluded a contract **FOR THE CONSTRUCTION OF WATER TANK CATCHMENTS AND EXTENSION OF WATER IN BAMBILI VILLAGE, TUBAH SUB DIVISION, MEZAM DIVISION IN THE NORTH WEST REGION.**

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

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

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

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

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

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

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

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

Signature and seals of the Guarantors

Date _____

Address _____

F- MODEL OF RETENTION GAURANTEE

MODEL OF PERFORMANCE BOND (GUARANTEE RETENTION)

Bank:
Reference of the Bond No:

Addressed to The Lord Mayor of Tubah Council, Tubah Sub Division.
Hereinafter referred to as "The Contracting Authority"

Whereas (name and address of Contractor) hereinafter referred to "the Contractor", pledge, in execution of the Contract, to carry out the works for The Construction of Water Tank Catchments and extension of Water in Bambili village, Tubah Sub Division, Mezam Division in the North West Region.

Whereas it is stipulated in the Contract that the Guarantee Retention fixed at ten percent (10%) of the amount of the Contract may be replaced by a joint guarantee;

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

We, (name and address of bank),

Represented by (name of signatories) and hereinafter referred to as "the Bank";

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

And we pledge to pay to the 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 ten percent (10%) 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 derogate by the present to the notification of any amendment, addendum or change.

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

G- FORMATS OF REFERENCES OF BIDDER

LIST OF WATER SUPPLY PROJECTS EXECUTED BY THE COMPANY

Nº	YEAR	NAME OF THE PROJECT	NAME OF THE PROJECT OWNER AND TELEPHONE NUMBER	CONTRACT AMOUNT	CONTRACT DURATION	DATE OF ACCEPTANCE
1						
2						
3						
4						
5						

DONE ONAT

Mr.....

SIGNATURE

H- PRINCIPAL EQUIPMENT OF CONTRACTOR

MODEL TABLE OF EQUIPMENT

Nº	DESIGNATION OF THE EQUIPMENT	DESCPTION, MARK	AGE AND STATE	NUMBER AVAILABLE	OWNER OR NOT
1					
2					
3					
4					
5					
6					
7					

DONE ONAT

Mr.....

SIGNATURE

I- MODEL FORM OF QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

PERSONNEL FORM

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

J- MODEL OF SITE VISIT AND SITE VISIT REPORT

ATTESTATION OF SITE VISIT

I undersigned _____ acting as _____
of Nationality Cameroonian, and residence in _____, bearer of NIC
N° _____

After having read and taken note of all the parts of the Open National Invitation to Tender
N° ____/ONIT/TCITB/2024 OF ____/____/2024 FOR THE CONSTRUCTION OF WATER TANK CATCHMENTS AND EXTENSION
OF WATER IN BAMBILI VILLAGE, TUBAH SUB DIVISION, MEZAM DIVISION IN THE NORTH WEST REGION.

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

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

En foi de quoi, la présente attestation de visite de site est établi pour valoir et servir ce que de droit.

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

Date

Signature

MODEL SITE VISIT REPORT

I) INTRODUCTION

II) NAME OF THE ENTERPRISE:

DATE:

III) COMMENTARY

1- Nature of the project site:

2- Accessibility to the project site:

3- Vegetation:

4- Topography of the site:

IV) AVAILABILITY OF SERVICES

V) AVAILABILITY OF MATERIALS

VI) DIFFICULTIES

VII) CONCLUSION

Signature of the contractors' engineer

Part N°. 11
PRELIMINARY STUDIES

Note on preliminary studies

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

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

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

Annex N^o. 7: Justification of preliminary studies

1. Attach the preliminary studies.

2. Indicate

2.1. The date studies were carried out;

2.2. The name of the Public or private Project Manager

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

2.4. If maintenance works

1.4.1 Description of the studies;

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

1.5 Rehabilitation or new works

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

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

1.5.3 Attach the said studies.

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

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

PART N°: 12
PLANING OF WORK EXECUTION

PLANNING OF WORK EXECUTION

OPEN NATIONAL INVITATION TO TENDER;

N° ____/ONIT/TUBAHCOUNCIL/TCITB/2024 OF ____/____/2024

N°	DESCRIPTION	Duration	FIRST MONTH				SECOND MONTH					THIRD MONTHetc				
			1	2	3	4	5	6	7	8	9	10	11	12	13	14
Lot 100	PREPARATORY WORKS															
101																
102																
Lot 200	CONSTRUCTION WORKS															
201																
202																
203																
Lot 300	PIPING NETWORK															
301																

PART N°: 13
LIST OF BANKING ESTABLISHMENTS AND
FINANCIAL BODIES AUTHORISED TO ISSUE
BONDS FOR PUBLIC CONTRACTS

I- BANKS

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

II- Insurance companies

1. Chanas Insurance;
2. Activa Insurance
3. AREA Asurances
4. Atlantique Assurances
5. CPA S.A
6. NSIA Assurances
7. PRO ASSUR
8. Prudential Beneficial General Insurance
9. ROYAL ONYX Insurance
10. SAAR
11. SANLAM Assurances
12. ZENITHE Insurance

EVALUATION GRID

EVALUATION GRID

Open National Invitation to Tender N°___/ONIT/TCITB/2024 OF ___/___/2024 FOR THE CONSTRUCTION OF WATER TANK CATCHMENTS AND EXTENSION OF WATER IN BAMBILI VILLAGE, TUBAH SUB DIVISION, MEZAM DIVISION IN THE NORTH WEST REGION.

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder) with a fiscal stamp.
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 of sixty thousand five hundred (60,500) CFAF issued by Public treasury
A.6	A bid bond of eight hundred and ninety-four thousand (894,000) CFAF issued by a first rate-financial institution 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 Contracts Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.
A.9	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.
A.10	Certified Copy of a valid taxpayer's card, delivered by the chief of center of Taxes.
A.11	Plan and attestation of location of the Company signed by the Chief of Taxation
A.12	Power of attorney if necessary
A.13	Special Technical Clauses initialed in all the pages and signed at the last page
A.14	Special Administrative Clauses completed and initialed in all the pages and signed at the last page

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

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

MARKING GRID				
N°	CRITERIA	CONFORMITY		OBSERVATIONS
		YES	NO	
	GENERAL PRESENTATION OF THE BIDS			
	Presence of all the documents			
1	Properly bind			
2	Table of content			
3	Page separators in colour apart from white			
4	Order prescribed respected			

5	Clearness of the documents			
6	Presence of all the documents			
REFERENCES OF THE COMPANY IN THE DOMAIN OF WATER SUPPLY				
7	Minimum one (01) registered contract (1st and last pages) certified by a competent authority			
8	Minimum one (01) PV of reception corresponding to the-joint contracts certified by a competent authority			
PERMANENT OR MOBILIZABLE MATERIAL MEANS				
9	Proof of a vibrator in good operating condition			
10	Proof of a vehicle (Pick up 4 x 4 or van) (own or hire)			
11	Proof of a, head pans, rubber buckets, spades, shovels, dig axes, hammers			
QUALIFICATION OF SITE PERSONNEL				
12	Organizational Chart of the company			
13	Organizational Chart of site with comments			
14	Works Director (Civil or Rural Engineer with at least 03 years of experience in similar works)			
	Certified copy of National identity card signed three times by the bearer not more than three months old			
15	Certified copy of the Diploma of Work Director signed by the SDO or the Governor			
16	CV signed and dated by the works Director			
17	Attestation of availability.			
19	Site foreman (at least Higher Technician in Civil or Rural Engineering with at least 03 years of experience in similar works)			
20	Certified copy of certificate of Foreman			
	Certified copy of National identity card signed three times by the bearer not more than three months old			
21	CV signed and dated by the site foreman			
22	Certificate of availability signed by the owner			
24	Assistant site foreman (at least a technician in civil or Rural Engineering with at least three 03 years of experience			
25	Certified copy of certificate of Foreman			
	Certified copy of National identity card signed three times by the bearer not more than three months old			
26	CV signed and dated by the site foreman			
27	certificate of availability signed by the owner			
METHODOLOGY OF INTERVENTION AND EXECUTION OF THE WORKS				
29	Attestation of site Visit			
30	Site Visit report			
31	Detailed technical note concerning the organisation and the execution of works			
32	Planning of execution of works			
33	Respect of the duration of work			
34	Description of safety measures at the building site			
35	Description of socio - environmental measures for the protection the site			
36	Coherence in the execution of works			
37	Coherence in the organisation of the site			
38	CCTP dully initialled on each page and signed and dated on the last page			
CAPACITY OF SELF-FINANCING				
39	Attestation of credibility Minimum 75% of the bid price in F CFA			

ENVELOPE C- FINANCIAL FILE

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

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

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

A. Eliminatory criteria

- 1- Absence of bid bond in the administrative file;
- 2- Deadline for delivery higher than prescribed;
- 3- False declaration or falsified documents;
- 4- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- 5- Incomplete financial file.
- 6- Non respect of 75% of essential criteria
- 7- Change of quantity or unit
- 8- Suspended by MINMAP in 2020.

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.

11. Main qualification criteria

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

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

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