REPUBLIC OF CAMEROON Peace - Work - Fatherland



REPUBLIQUE DU CAMEROUN Paix -Travail - Patrie

MINISTRY OF DECENTRALISATION & LOCAL DEVELOPMENT

BAMENDA CITY COUNCIL

DEPARTMENT OF TECHNICAL SERVICES

OPEN NATIONAL INVITATION TO TENDER

PROJECT OWNER:
THE CITY MAYOR OF BAMENDA CITY COUNCIL

CONTRACTING AUTHORITY:
THE CITY MAYOR OF BAMENDA CITY COUNCIL

TENDER BOARD

BAMENDA CITY COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER N°006/ONIT/BCCITB/2024 OF 23/05/2024 FOR THE CONSTRUCTION
OF FIVE BOREHOLES EQUIPPED WITH SOLAR PUMPS AND 10M
ELEVATED PLASTIC STORAGE TANKS IN SOME LOCALITIES IN
BAMENDA (PHASE 2, THREE BOREHOLES)

TENDER FILE

Funding: Bamenda City Council 2024 Budget Head: 222 110

MAY 2024

CONTENT

No.	TITLES	Page
Doc 1	TENDER NOTICE	3-08
Doc 2	THE GENERAL TENDER REGULATIONS	9-24
Doc 3	THE SPECIAL TENDER REGULATIONS	25-36
Doc 4	THE SPECIAL ADMINISTRATIVE CONDITIONS	37-50
Doc 5	SPECIAL TECHNICAL CLAUSES	51-68
Doc 6	SCHEDULE OF UNIT PRICES	69-75
Doc 7	BILL OF QUANTITIES AND COSTS ESTIMATES (BQCE)	76-89
Doc 8	SUB UNIT PRICE DETAIL	80-81
Doc 9	MODEL OF CONTRACT	82-86
Doc 10	MODEL FORMS	87-98
Doc 11	LIST OF BANKING ESTABLISHMENTS	99-100
Doc 12	PLANS	101

Dec y subsequence of a part of the part of

3127

27 74

57.5%

Document n° 1: Invitation to Tender (IT)

ı



MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT

BAMENDA CITY COUNCIL

DEPARTMENT OF TECHNICAL SERVICES

TENDER NOTICE

Open National Invitation to Tender N°006/ONIT/BCCITB/2024 of 23/05/2024 for the construction of five boreholes equipped with solar pumps and 10m elevated plastic storage tanks in some localities in Bamenda (phase 2, three boreholes).

1. Subject of the invitation to tender:

The City Mayor of the Barnenda City Council hereby launches an open national invitation to tender for the abovementioned project.

2. Nature and composition of works:

The project to be realized comprises notably the construction of three (03) boreholes equipped with a solar pumps and 10m elevated plastic storage tanks in some localities in Bamenda.

The works to be executed shall include: Site installation, drilling of borehole, Concrete works, Metal works, installation of solar pump, plumbing works, Finishing works and supply and installation of plastic tank.

Execution deadline: The maximum duration of execution provided for by the Contracting Authority shall be two (02) calendar months, as from the date of notification of the contractor by the contract manager to start work.

4. Number of lots

The works are regrouped in unique lot.

5. Estimated cost

The estimated cost after preliminary studies stands at sixty million (60,000,000) Francs CFA inclusive of all taxes.

6. Participation and origin

Participation in this invitation to tender is opened to all national companies specialized in building construction, public works and water supply.

Financing

Works which form the subject of this invitation to tender shall be financed by Bamenda City Council 2024 Budget Head: 222 110

8. Rid bond

Each bidder must include in his/her administrative documents, a bid bond or its equivalent that respects the models of this tender file, issued by an approved bank or an Insurance company, (see list in document No. 12 of this tender file), of an amount one million two hundred thousand (1,200,000) francs valid for thirty (30) days beyond the date of validity of bids. Bid bonds for unsuccessful bidders shall be withdrawn not later than fifteen (15) days after the award of the contract and those of successful bidders shall be retained until the required performance guarantee for good execution is provided.

9. Consultation of tender file:

The file may be consulted during working hours at the Bamenda City Council, Department of Technical Services at Mulang Tel: 677 144 131/675 102 929 upon publication of the invitation to tender.

10. Acquisition of tender file:

The file may be obtained from the Bamenda City Council, Department of Technical Services at Mulang Tel: 677 144 131/677 047 095 upon publication of the invitation to tender against payment of the non-refundable sum of seventy one thousand five hundred (71,500) Francs, payable at Bamenda City Council Treasury under the budgetary head 712 101.

11. Submission of bids:

Each bid drafted in English or French shall be signed by the bidder or by a duly authorized representative and presented in six (06) copies including the original and five (05) copies marked as such. These shall be submitted in one sealed pack containing three (3) envelopes; (A: Administrative file, B: Technical file, C: Financial file). The sealed pack shall bear no information on the enterprise, and should reach Barnenda City Council on or before the 26/06/2024 not later than 10.00 am local time and should carry the inscription:

OPEN NATIONAL INVITATION TO TENDER N°006/ONIT/BCCITB/2024 OF 23/05/2024 FOR THE CONSTRUCTION OF FIVE BOREHOLES EQUIPPED WITH SOLAR PUMPS AND 10M ELEVATED PLASTIC STORAGE TANKS IN SOME LOCALITIES IN BAMENDA (PHASE 2, THREE BOREHOLES)

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

12. Admissibility of bids

For fear of being rejected, only originals or true copies certified by the issuing service or administrative authorities must imperatively be produced in accordance with the Special Regulations of the invitation to tender. They must obligatorily be not older than three (3) months preceding the date of submission of bids or may be established after the signature of the tender notice except CNPS with a validity of one month.

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

13. Opening of bids:

The opening of the bids in one phase shall be done on the 26/06/2024, at 11.00 am prompt in the Conference Hall of the Barnenda City Council by the Internal Tenders Board. Only bidders may attend or be duly represented by a person of their choice, who has full knowledge of the file and mandated in that capacity.

14. Evaluation criteria

The evaluation of bids shall be carried out in three stages:

- 1" Stage: verification of the conformity of each administrative document;
- 2nd Stage: Evaluation technical bids;
- 3" Stage: Analyses of Financial bids.

The criteria of evaluation shall be as follows:

14.1-Eliminatory criteria

- Absence of bid bond or its equivalent;
- Deadline of execution more than the prescribed;
- False declaration or falsified documents:
- Non-compliance with bid model:
- Omission of a quantified task on the bill of quantities and cost estimates
- Technical mark of less than 80%;
- Acceptance on the condition of the contract;

14.2. Main Qualification criteria: The criteria relating to the qualification of candidates could indicatively be on the following:

- · Financial situation
- Experience
- Personnel
- · Equipment.
- Methodology/organization of the site

15. Award

The contract shall be awarded to the bidder whose bid is in conformity to the dispositions of the tender file and on the basis of technical quality and lowest bid, confer article 99 of the public contracts code.

16. Validity of bids

The bidders shall remain committed to their offers during a period of (ninety) 90 days from the deadline set for the submission of bids.

17. Complementary information

Complementary information may be obtained during working hours from Barnenda City Council Tenders Board at Mulang.

Copies:

PCRB (for publication and archiving).

- Chairman TB (for information).

Notice Board.

Contract Service/Archives

MINMAP

The City Mayor
Bamenda City Council
(Contracting Authority)
ACHOBONG TAMBENG PAUL

Bamenda, the



MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT

BAMENDA CITY COUNCIL

DEPARTMENT OF TECHNICAL SERVICES

AVIS D'APPEL D'OFFRE

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°006/AAONO/CIPMCUB/2024 du 23/05/2024 pour la construction de cinq forages équipés de pompes solaires et de réservoirs de stockage en plastique surélevés de 10m dans certaines localités de Bamenda (phase 2, trois forages).

1. Objet de l'Appel d'Offres

Dans le cadre de l'exécution du budget d'investissement de l'exercice 2024 pour la Communauté Urbaine de Bamenda, le Maire de la ville auprès de la Communauté Urbaine de Bamenda lance un Appel d'Offres national ouverte pour le projet susmentionné.

2. Nature et Consistance des travaux

Ces travaux de construction prennent en compte les aspects de construction de pour la construction de deux forages équipés de pompes solaires et de réservoirs de stockage en plastique surélevés de 10m dans certaines localités de Bamenda (phase 2, trois forages). les conditions générales de commande des travaux et du devis quantitatif-estimatif du présent marché. Et les travaux comprennent les opérations suivantes : Installation de chantier, Forage de forage, Travaux en béton, Travaux métalliques, Travaux d'électricité, Travaux de plomberie, Travaux de finition et fourniture et installation de réservoir en plastique.

3. Délais d'exécution

Le délai global d'exécution des travaux est de deux (02) mois calendaires. Ce délai comprend les périodes des pluies, toutes les intempéries et sujétions diverses et court à compter de la date de notification de l'ordre de service de commencer les travaux.

4. Allotissement

Les travaux sont regroupés en un lot unique.

Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de soixante millions (60,000,000) Francs toutes taxes comprises.

6. Participation et origine

La participation au présent appel d'offres et ouverte à toute l'entreprise nationale spécialisée dans les travaux de construction de bâtiments, des travaux publics et approvisionnement en eau.

Financement

Les travaux, objet du présent appel d'offres sont financés par le Budget de la Communauté Urbaine de Bamenda exercice 2024: ligne 222 110.

8. Cautionnement provisoire

Les offres devront être accompagnées d'un cautionnement provisoire (garantie bancaire de soumission) ou son équivalent établi, selon le modèle indiqué dans le dossier d'Appel d'Offres, par un établissement bancaire agrée par le Ministère des Finances et d'un montant de un million deux cent mille (1,200,000) Francs valable trente (30) jours après l'expiration de la validité des offres.

Dans le cas où le soumissionnaire est attributaire de la lettre commande, le cautionnement provisoire sera libéré après constitution du cautionnement définitif.

Consultation du Dossier d'Appel d'Offres

Le dossier peut être consulté aux heures ouvrables au Secréterait de la Direction des Services Techniques, Communauté Urbaine de Bamenda à Mulang Tel : 677 144 131/675 102 929 des publication du présent avis.

10. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu au Secréterait de la Direction des Services Techniques, Communauté Urbaine de Bamenda, Tel: 677 144 131/675 102 929 des publication du présent avis, contre versement d'une somme non

remboursable de soixante et onze mille cinq cents (71,500) Francs payable à la trésorerie de Communauté Urbain de Bamenda sous la ligne budgétaire 712 101

11. Remise des offres;

Chaque offre rédigée en français ou en anglais en six (06) exemplaires dont l'original et cinq (05) copies marqués comme tels, devra parvenir au Direction des Services Techniques, Communauté Urbaine de Bamenda, Tel: 677 144 131/675 102 929, le 26/06/2024 à 10 heures au plus tard et devra porter la mention:

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°006/AAONO/CIPMCUB/2024 du 23/05/2024 pour la construction de cinq forages équipés de pompes solaires et de réservoirs de stockage en plastique surélevés de 10m dans certaines localités de Bamenda (phase 2, trois forages)

« A n'ouvrir qu'en séance de dépouillement »

12. Recevabilité des offres

Les offres ne respectant pas le mode de séparation de l'offre financière des offres administratives et techniques seront irrecevables.

Toute offre non conforme aux prescriptions du présent avis et 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, valable pendant 30 jours au-delà du délai de validité 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, 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 sauf CNPS d'une validité d'un mois.

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable.

Ouverture des plis

L'ouverture des offres aura lieu en un temps le 26/06/2024 à 11 heures précises dans la salle de Conférence de la Communauté Urbaine de Bamenda par la commission Interne de Passation des Marchés en présence des soumissionnaires

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne de leur choix ayant une parfaite connaissance du dossier et mandater à cet effet.

Critères d'évaluation

L'évaluation des offres se fera en trois (03) étapes :

- le étape : Vérification de la conformité du dossier administratif de chaque soumissionnaire ;
- 2^{eme} étape : Evaluation des offres techniques ;
- 3^{ème} étape : Analyse des offres financières.

Les critères d'évaluation des offres sont les suivants :

14.1-Critères éliminatoires

- Absence de caution de soumission ou son équivalent;
- Délai d'exécution supérieur à celui prescrit;
- Fausses déclarations ou pièces falsifiées ;

- Non-conformité du modèle de soumission;
- Omission d'un prix quantifié dans le devis;
- Note technique inférieure à 80%,
- Acceptation sous condition du contrat;

14.2 Critères esessentiels

L'évaluation sera faite sur la base des critères techniques prédéfinis pour une note globale de 100 points. Ces critères ont été groupés par rubriques ainsi qu'il suit :

- · Capacité financière;
- Références de l'entreprise;
- Qualité du personnel postulé;
- Moyens logistiques/equipment;
- Méthodologie/Organisation des travaux;

15. Attribution

Le contrat sera attribué au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, et qui a présenté l'offre évaluée la techniquement qualifiée et moins-disant, conformément à l'article 99 du Code des lettres commandes Publies.

16. Durée de validité des offres

Les soumissionnaires restent engagées par leurs offres pendant une période de quatre -vingt dix (90) jours, à compter de la date limite fixée pour la remise des offres.

17. Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables à la Communauté Urbaine de Bamenda au Secréterait de la Direction des Services Techniques, Communauté Urbaine de Bamenda, porte 15, Tel : 677 14 41 31/675 102 929.

Fait à Barnenda, le... 2.3 MAI 2024

Le Maire de la ville Communauté Urbaine de Bamenda (Autorité Contractant)

ACHOBONG TAMBENG PAUL

Ampliation

- ARMP;
- PrésidentsCPM;
- Service des marches public et des achats;
- Affichage.
- MINMAP

Document n° 2: General Regulations of the Invitation to Tender (GRIT)

Note on the General Regulations of the Invitation to Tender

The aim of document No. 2 is to provide bidders with the information they may need to prepare their bids in conformity with the conditions laid down by the rules and regulations in force.

It also gives information regarding the submission of bids, the opening of bids, and the evaluation of bids and the award of the contract.

This document contains standard articles that are not to be modified.

Table of contents

A General Provisions	11
Article 1: Scope of the tender	11
Article 2: Financing.	11
Article 3: Fraud and corruption	11
Article 4: Candidates allowed to Compete	11
Article 5: Building materials, materials, supplies equipment and authorised services	12
Article 6: Qualification of bidder	
Article 7: Visit of works site	
B. Tender File	
Article 8: Content of Tender File	
Article 9: Clarifications on the Tender File	
Article 10: Amendment of the Tender File	
C Preparation of offers	
Article 11: Tender costs	
Article 12: Language of offer	
Article 13: Constituent documents of the offer	10.10 12.16
Article 14: Offer price	11111 1111
Article 15: Currency of offer and payment	
Article 16: Validity of offers	
Article 17: Bid bond	
Article 18: Varying proposals of bidders	
Article 19: Preparatory meeting to the establishment of offers	
Article 20: Form and signature of offer	
D. SUBMISSION OF OFFERS	
Article 21: Sealing and marking of offers	
Article 22: Date and time-limit for submission of offers	10
Article 23: Late offers	
Article 24: Modification, substitution and withdrawal of offers	
E. Opening of envelopes and evaluation of offers	
Article 25: Opening of envelopes and petitions	
Article 26: Confidential character of the procedure	
Article 27: Clarifications on the offers and contact with the Contracting Authority	
Article 28: Determination of Conformity of offers	111111111111111111111111111111111111111
Article 29: Qualification of the bidder	
Article 30: Correction of errors	
Article 31: Conversion into a single currency	
Article 32: Evaluation of financial offers Preference granted national bidders	
Article 33: Preference granted national bidders	
F. Award of the contract	
Article 34: Award	
	43
Article 35: The right by the Contracting Authority to declare an invitation to tender unsuccessful or	23
Cancel a procedure	
Article 36: Notification of the award of the contract	
Article 37: Publication of results of award and petitions	0.012.8549
Article 39: Final Bond	24

A. General Provisions

Article 1: Scope of the tender

- 1.1 The City Mayor of the Bamenda City Council hereinafter referred to as the Contracting Authority, hereby launches an invitation to tender for the realization of the works described in the Tender File. The name and identification number which formed the subject of the invitation to tender feature in the Special Regulations of the invitation to tender. Hereafter reference is made to it under the term "works".
- 1.2 The bidder retained or the successful bidder must complete the works within the time-limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order.
- 1.2 In this Tender File, the terms "Contracting Authority" and Delegated Contracting Authority" are interchangeable and the term "day" means a calendar day.

Article 2: Financing

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

Article 3: Fraud and corruption

- 3.1 The Contracting Authority requires of bidders and contractors the strict respect of rules of professional ethics during the award and execution of this contract. By virtue of this principle, the Contracting Authority:
- a) Defines, within the context of this clause, the following expressions in the following manner:
- Shall be guilty of "corruption" whoever offers, gives, requests or accepts any gifts in view of influencing the action of a public official during the award or execution of this contract;
- ii) Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of this contract;
- iii) "collusive practices" mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition;
- iv) And "coercive practices" mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.
- b) Will reject any award proposal if he determines that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

Article 4: Candidates allowed to Compete:

- (a) A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest.
- A bidder shall be judged to be in a situation of conflict of interest if he:
- i) is associated or was associated in the past with an enterprise (or a subsidiary of this enterprise)
 which provided consultancy services for the conception, preparation of specifications and other
 documents used within the scope of Contracts awarded for this invitation to tender; or
- ii) Presents more than one offer within the context of invitation to tender, except authorised variants according to article 18, where need be; meanwhile, this does not prevent the participation of subcontractors in more than one offer.

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

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

- 5.1: Building materials, the contractor's materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of this contract shall be limited to the said building materials, materials, supplies, equipment and services.
- 5.2: Within the meaning of this 5.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

Article 6: Qualification of bidder

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

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

- (i) Access to a credit line or availability of other sources of funding; considering the scope of the services, the production of recent balance sheets and turnovers may be required;
- (ii) Orders acquired and Contracts awarded;
- (iii) Pending litigations; and
- (iv) Availability of indispensable equipment.
- 6.2 Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:
- (a) The offer must include all the information listed in article 6(1) above;
- (b) The offer and the contract must be signed in a way that is binding on all members of the group;
- (c) The nature of the group (joint or several) must be specified and justified with the production of a joint venture agreement in due form;
- (d) The member of the group designated as the representative will represent all the undertakings Vis à Vis the Contracting Authority with regard to the execution of the Contract.
- (e) In case of joint-contracting, the co-contractors shall share the sums which are paid by the Delegated Contracting Authority into a single account; on the other hand, each undertaking is paid in its own account by the Contracting Authority where it is several co-contracting.
- 6.3 Bidders must equally present sufficiently detailed proposals to demonstrate that they conform to the technical specifications and delivery time-limits set in the Special Regulations of the invitation to tender.
- 6.4 National bidders and groups of national bidders requesting to benefit from the margin of preference whose percentage is set at ten percent (10%) must furnish all the necessary information to

prove that they satisfy the eligibility criteria set in article 32 of the General Regulations of the invitation to tender.

Article 7: Visit of works site

- 7.1 The bidder is advised to visit and inspect the works site and its environs and obtain by himself and under his/her own responsibility, all the information which may be necessary for the preparation of the offer and the execution of the works. The related cost of the visit of the site shall be borne by the bidder.
- 7.2 The City mayor Contracting Authority shall authorise the bidder and his/her employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his/her employees and agents free the Delegated Contracting Authority, his/her employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss of material damages, costs and fees incurred from this visit.
- 7.3 The City Mayor Contracting Authority may organise a visit of the site of the works during the preparatory meeting to establishing the offers mentioned in article 19 of the General Regulations of the invitation to tender.

B. Tender File

Article 8: Content of Tender File

- 8.1 The Tender file describes the works forming the subject of the contract, sets the consultation procedure of contractors and specifies the terms of the contract. Besides the addendum (addenda) published in accordance with article 10 of the General Regulations of the invitation to tender, it includes the following documents:
 - a. The tender notice;
 - The General Regulations of the invitation to tender;
 - The Special Regulations of the invitation to tender;
 - d. The Special Administrative Conditions;
 - e. The Special Technical Conditions;
 - f. The price schedule;
 - g. The bill of quantities and estimates;
 - h. The sub details of prices;
 - i. The execution schedule;
 - j. Charts and other elements of the technical file;
 - Model of forms presenting the equipment, personnel and references;
 - Model tender letter;
 - m. Model bid bond:
 - n. Model final bond;
 - Model of bond of start-off advance;
 - Model of bank guarantee in replacement of the retention fund;
 - q. Model contract;
 - Form relating to preliminary studies;
 - List of banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds.
- 8.2 The bidder must examine all the rules, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare an offer in conformity with all aspects of the said file. Any inadequacy may lead to a rejection of his/her offer.

Article 9: Clarifications on the Tender File

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

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

- 9.2 Between the publication of the tender notice and the opening of bids, any bidder who feels aggrieved in the public Contracts award procedure may lodge a complaint to the Contracting Authority.
- 9.3 The complaint must be addressed to the Contracting Authority or Delegated Contracting Authority with copies to the body in charge of the regulation of public Contracts and the chairperson of the Tenders Board.

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

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

Article 10: Amendment of the Tender File

- 10.1The City Mayor Contracting Authority may at any moment, prior to the deadline for the submission of offers and for any reason, be it at his/her initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum.
- 10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known to all bidders who bought the Tender File. The latter must acknowledge receipt of the addenda in writing to the Contracting Authority.
- 10.3 In order to give bidders sufficient time to take account of the addendum in the preparation of their offers, the Contracting Authority may postpone as is necessary, the deadline for the submission of offers, in accordance with provisions of article 22 of the General Regulations of the invitation to tender.

C Preparation of offers

Article 11: Tender costs

The candidate shall bear the costs related to the preparation and presentation of his/her offer and the Contracting Authority shall in no case be responsible for these costs nor pay for them whatever the evolution or outcome of the invitation to tender procedure.

Article 12: Language of offer

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

Article 13: Constituent documents of the offer

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

a. Volume 1: Administrative file

It includes:

- i) all documents attesting that the bidder:
- has subscribed to all declarations provided for by the laws and regulations;
- paid all taxes, duties, contributions, fees or deductions of whatever nature;
- is not winding up or bankrupt;
- is not the subject of an exclusion order or forfeiture provided for by the law in force;
- The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;
- iii) the written confirmation empowering the signatory of the offer to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.

a. Volume 2: Technical offer

b.1 Information on qualifications

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

b.2 Methodology

The Special Conditions of the invitation to tender specifies the constituent elements of the technical offer of the bidders especially: a methodological statement on an analysis of the works and specifying the organisation and programme which the bidder intends to put in place or use to execute the works (installations, schedule, sub-contracting, attestation of visit of the site, where necessary, etc).

b.3 Proof of acceptance of conditions of the contract

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

- 1. The Special Administrative Clauses (SAC);
- The Special Technical Clauses (STC).

b. Volume 3: Financial offer

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

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

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(1) of the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

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

Article 14: Offer price

- 14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder.
- 14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- 14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the offers, shall be included in the prices and in the total amount of the offer presented by the bidder.
- 14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to a price revision.
- 14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in annex 8.

Article 15: Currency of offer and payment

15.1The amount of the offer shall be entirely made in the national currency (CFA franc). The amount of the offer, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in the CFA francs.

Article 16: Validity of offers

- 16.1 Offers must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. An offer valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in conformity.
- 16.2 Under exceptional circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be written or by fax. The validity of the bid bond provided for in article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his/her offer without losing his/her bid bond. A bidder who consents to an extension shall not be asked to modify his/her offer nor shall he be authorised to do so.
- 16.3 Where the contract does not include a price revision clause and that the period of validity of offers is extended for more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the formula featuring in the request for extension that the Contracting Authority addressed to bidders. The updating period shall run from the date of notification of the contract or the Administrative Order for start of execution of works by the retained bidder, as

specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation.

Article 17: Bid bond

- 17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his/her offer.
- 17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of offers or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.
- 17.3 Any offer without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the offer and mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.

17.6 The bid bond may be seized:

- a) if the bidder withdraws his/her offer during the period of validity;
- b) if the retained bidder:
- fails in his/her obligation to register the contract in application of article 37 of the General Regulations;
 - ii) fails in his/her obligation to furnish the required final bond in application of article 38 of the General Regulations.

Article 18: Varying proposals of bidders

- 18.1 Where the works can be executed within variable deadlines, the Special Regulations shall specify these deadlines and shall indicate the method retained for the evaluation of the completion deadline proposed by the bidder within the specified deadlines. Offers that propose deadlines beyond those specified shall be considered as not being in conformity.
- 18.2 Except in the case mentioned in article 18(3) below, bidders wishing to offer technical variants must first assess the basic solution of the Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, subdetails of prices and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder whose offer conforming with the basic solution has been evaluated as the lowest bid.
- 18.3 When according to the Special Regulations the bidders are authorised, to directly submit the technical variants for certain parts of the works, these parts of the works must be described in the technical specifications. Such variants shall be evaluated according to their own merit in accordance with the provisions of article 31(2) (g) of the General Regulations.

Article 19: Preparatory meeting to the establishment of offers

- 19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations.
- 19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.
- 19.3 As much as possible, the bidder is requested to submit any question in writing or by telex in a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.
- 19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.
- 19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of offers shall not be a reason for disqualification.

Article 20: Form and signature of offer

- 20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated "ORIGINAL". In addition, the bidder shall submit the number required in the General Regulations, bearing "COPY". In case of discrepancy, the original shall be considered as authentic.
- 20.2 The original and copies of the offer must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the offer containing alterations or changes must be initialled by the signatory (ies) of the offer.
- 20.3 The offer shall bear no modification, suppression or alteration unless such corrections are initialled by the signatory (ies) of the offer.

D. SUBMISSION OF OFFERS

Article 21: Sealing and marking of offers

- 21.1 The bidder shall seal the original and each copy of the offer in separate envelopes (internal envelopes) by marking on these envelopes "ORIGINAL" and "COPY", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.
- 21.2 The external and internal envelopes:
- a) Shall be addressed to the Contracting Authority at the address indicated in the Special Regulations;

- b) Shall bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "TO BE OPENED ONLY ON THE DAY AND AT THE TIME FIXED FOR THE OPENING OF BIDS" as specified in the Special Regulations.
- 21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed offer if it is late in accordance with article 23 of the General Regulations and to meet the provisions of article 24 of the General Regulations.
- 21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the offer is misplaced or opened prematurely.

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

- 22.1 The offers must be received by the Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations.
- 22.2 The Contracting Authority may, at his/her discretion, postpone the deadline set for the submission of the offers by publishing an addendum in accordance with the provisions of article 10 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority

and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 23: Late offers

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

Article 24: Modification, substitution and withdrawal of offers

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

E. Opening of envelopes and evaluation of offers

Article 25: Opening of envelopes and petitions

25.1 The competent Tenders Board shall open the envelopes in a single phase and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.

- 25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding offer shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement offer" are opened and announced to the hearing of everyone and the new corresponding offer substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the offer shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding offer. The modification of the offer shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only offers which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates and any variant, where necessary, the existence of a guarantee of the offer if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of offers announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Offers (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of offers, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialled copy of the offers presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public Contracts, the Delegated Contracting Authority or Contracting Authority.

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

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

Article 26: Confidential character of the procedure

- 26.1 No information relating to the examination, clarification, evaluation and comparison of offers and verification of the qualification of the bidders and the recommendation for the award shall be given neither to bidders nor to any person concerned with the said procedure before the announcement of the award.
- 26.2 Any attempt by a bidder to influence the Evaluation sub-committee of bids or the Contracting Authority in his/her award decision may cause the rejection of his/her offer.
- 26.3 Notwithstanding the provisions of paragraph 26.2, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority with reasons having to do with his/her offer may do so in writing.

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

- 27.1 To ease the examination, evaluation and comparison of offers, the chairperson of the Tenders Board may, if he desires, request any bidder to give clarifications on his/her offer. This request for clarification and the response given are formulated in writing but no change on the amount or content of the offer is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 29 of the General Regulations.
- 27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their offers, between the opening of envelopes and the award of the contract.

Article 28: Determination of Conformity of offers

- 28.1 The Evaluation sub-committee shall carry out a detailed examination of offers to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the offers are in proper order.
- 28.2 The Evaluation sub-committee shall determine if the offer is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- 28.3 An offer that conforms to the Tender File shall essentially be an offer that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that
 - which substantially limits the scope, quality or realisation of the works;
 - which substantially limits and is not in conformity with the Tender File, the rights of the Contracting Authority or the obligations of the bidder in relation to the contract; or
 - whose correction would unjustly affect the competitiveness of the other bidders who
 presented offers that essentially conformed with the Tender File.
- 28.4 If an offer is essentially not in conformity it shall be rejected by the competent Tenders Board and shall not eventually be rendered in conformity.
- 28.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of offers.

Article 29: Qualification of the bidder

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

Article 30: Correction of errors

- 30.1 The Evaluation sub-committee shall verify offers considered essentially in conformity with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:
 - (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
 - (b) if the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.

- (c) Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.
- 30.2 The amount featuring in the offer shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.
- 30.3 If the bidder who presented the lowest bid refuses the correction thus carried out, his/her offer shall be rejected and the bid bond may be seized.

Article 31: Conversion into a single currency

- 31.1 To facilitate the evaluation and comparison of bids, the Evaluation sub-committee shall convert the prices of bids expressed in various currencies into those in which the bid is payable in CFA francs.
- 31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

Article 32: Evaluation of financial offers

- 32.1 Only offers considered as being in conformity, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.
- 32.2 By evaluating the offers, the Evaluation Sub-committee shall determine for each offer the evaluated amount of the offer by rectifying the amount as follows:
 - a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
 - b) By excluding projected sums and where necessary provisions for the unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
 - c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
 - d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
 - e)By taking into consideration the various execution time-limits proposed by the bidders, if they
 are authorised by the Special Regulations;
 - f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
 - g) If need be, in accordance with the provisions of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated according to their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.
- 32.3 The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of offers.
 - The Contracting Authority reserves the right to accept or reject any modification, difference or reservation. The modifications, differences, variants or other factors which exceed the requirements of the tender file are not taken into account during the evaluation of offers.
- 32.4 If the offer judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Contracting Authority, the Evaluation sub-committee may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of

quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory to it, the Contracting Authority may reject the offer.

Article 33: Preference granted national bidders

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

F. Award of the contract

Article 34: Award

- 34.1 The Contracting Authority shall award the contract to the bidder whose offer was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose offer was evaluated as the lowest realistic by including, where necessary, proposed rebates
- 34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest offer shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot, as well as their financial situation at the time of award.

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

The Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorisation of the Contracting Authority where the offers have been opened or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

Article 36: Notification of the award of the contract

Before the expiry of the validity of the offers set in the Special Regulations, the Contracting Authority shall notify the successful bidder by telecopy confirmed by registered mail or by any other means that his/her offer was retained. This letter will indicate the amount the Contracting Authority will pay the contractor to execute the works and the execution time- limit.

Article 37: Publication of results of award and petitions

- 37.1 The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the Independent Observer's report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the offers.
- 37.2 The Contracting Authority is bound to communicate the reasons for the rejection of offers of the bidders concerned who so request.
- 37.3 After publication of the award results, offers that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.
- 37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public Contracts, the Contracting Authority and the chairperson of the Tenders Board. It must take place within a maximum deadline of five (5) working days after the publication of the results.

Article 38: Signing of the contract

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

- 38.2 The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.
- 38.3 The contract must be notified to the holder within five (5) days of its date of signature.

Article 39: Final Bond

- 39.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Contracting Authority with a final bond, in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.
- 39.2 The bond whose rate varies between 2 and 5 percent of the amount of the contract may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.
- 39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in place of the guarantee, provide a statutory link or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.
- 39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

Document n° 3: Special Regulations of the Invitation to Tender (SRIT)

The following provisions are specific to the works forming the subject of this invitation to tender, supplement or if necessary modify the provisions of the general regulations of the invitation to tender. In case of difference, the following provisions will prevail over the clauses of the General Regulations.

A) INTRODUCTION

ARTICLE 1: Definition of Works:

The works consist of the construction of three boreholes equipped with solar pumps and 10m elevated plastic storage tanks in some localities in Bamenda following the characteristics of the technical specifications and the quantities given in the estimate. The works to be executed shall include: Site installation, drilling of borehole, Concrete works, Metal works, installation of solar pump, plumbing works, Finishing works and supply and installation of plastic tank.

ARTICLE 2: Execution Deadline

The maximum period for completion works to the state of provisional reception is two (02) calendar months from the date of notification of the service order to start work.

ARTICLE 3: Source of funding

The works which form the subject of this invitation to tender shall be financed by the Bamenda city council budget for 2024 financial year.

Article 4: Consistency of the bids

The bid shall include the following:

Envelope A: Administrative documents

It shall consist of the following documents, stapled and arranged in the following order.

An undertaking by the bidder (declaration to tender), stamped, dated and signed by the bidder
or group representative in conformity with the model attached.

a married that make State

- An attestation of non-bankruptcy not older than 03 months, issued by the chamber of commerce or court of competent jurisdiction of the head office of the bidder.
- An attestation of domiciliation: of Bank account in the name of the enterprise issued by a bank or any first-order credit institution approved by the Minster in charge of finance.
- Bid bond (bank guarantee) or equivalent of one million two hundred thousand (1,200,000) frames from a bank accredited by MINFI and recognised by COBAC (Bank caution).
- Treasury Receipt showing the payment of the tender fee of seventy one thousand five hundred (71,500) francs as stipulated in the tender notice.
- An attestation of CNPS: current certificate from the National Social Insurance Fund (CNPS)
 certifying that the bidder has effectively paid his/her social contributions.
- Attestation of non-exclusion: attesting that the bidder is not the subject of a temporary or permanent exclusion from Public Contracts, not older that three (03) months issued by ARMP.
- Attestation of fiscal conformity: certifying that the bidder owes no taxes signed by the director or the head of tax center.
- 9. A certified copy of Tax payer's card.
- 10. A certified copy of certificate of incorporation.
- 11. Attestation of site visit signed by the project beneficiary or bidder himself.
- 12. Group agreement as the case may be.
- 13. Power of attorney as the case may be signed by a notary.
- 14. The Special Administrative Conditions(SAC/CCAP), initialled on each page and signed, dated and stamped on the last page
- 15. Localization Plan of the bidder.

N.B: All documents shall be originals as requested or certified true copies legalised by competent services and must not be more than three (03) months old except CNPS with a validity of one month. The documents shall be arranged in the order listed above and separated from each other by colour separators. Any document with double certification shall not be accepted.

Envelope B: TECHNICAL FILE

It shall contain the documents cited below and placed in the following order:

No	DOCUMENT	OPERATION REQUESTED	AUTHENTICATION		
BI	Equipment list	It shall show clearly the means at the disposal of the enterprise to carry out the job (list of equipment and tools)	Attach certified copies of title deeds, receipts, etc. These equipment and tools must be present at the site before and during each phase		
B2	Personnel list	It shall contain: Works Supervisor: at least a Senior Civil Engineering technician or rural engineer technician with HND at least 5 years' experience in the domain of Construction or water works. Foreman: at least a holder of BAC F4 or equivalent with at least 5 years' experience in the domain of Construction. Chief mason Chief carpenter Chief electrician Chief plumber each being a holder of at least CAP/PROBATOIRE/BAC and with a working experience of at list three (03) years	Attach for each person a CV signed and dated, as well as a certified copy of certificate. (all key personnel must present a commitment of availability duly signed and must present a certified copy of a valid national identity card bearing 03 signatures of the owner)		
вз	Organisation of works/ methodology	In conformity with article 7 below, it shall show clearly the organisation of the enterprise (methodology of execution, work schedule, site installation, supply of materials, etc)	Date, signature and stamp of bidder at the end of document		
B4	Sub-contracting	Information on the sub-contractor (equipment, personnel, references, etc)	Date and signature of sub-contractor.(only 30% of the contract may be sub-contracted)		
В5	Attestation of site visit	Attestation of visit to the site where the works are to be carried out. A site visit report signed by the Authorising Officer.(see attached format)	Dated and signed by the representative of Authorising Officer and or bidder.		
В6	References of the enterprise.	List of similar jobs executed in the last five (05) years by the enterprise and or other civil engineering works realised. (see attached format)	Amount of works, copies of (1st and last pages) and minutes of final reception or provisional reception.		
В7	Financial capability	Attestation of pre-financing of 75% of the project amount delivered by a banking institution recognised by MINFI/COBAC	Date and signature of bank Manager in charge.		
B8	Technical specifications	Provided in tender file.	Initialled on every page and Signed and stamped on the last page		

ENVELOPE C: FINANCIAL OFFER

No	DOCUMENT	OPERATION REQUESTED	AUTHENTICATION
CI	The tender (Application letter)	Format to be completed and tender amount inserted.	Signature, date and stamp of bidder. A Fiscal.
C2	Unit Price Elaboration	Format to be completed showing detail breakdown of prices.	Initials on each page, all pages stamped.
C3	Bill of Quantities and Cost Estimates	Format to be completed.	Initials on each page, dated, signature on the last page, all pages stamped.
C4	Price enclosure Slip	Format to be completed showing the unit prices.	Initials on each page and signature on last page, all pages stamped with enterprise function stamp.

All these documents are to be arranged in the above order and separated with colour separators other than white.

Note: Plans supplied with tender file should not be submitted.

Building materials, materials, supplies equipment and authorised services

The taxes and duties on the importation of materials for execution of works shall be in conformity with the legislation of the Republic of Cameroon.

Article 5: Main qualification criteria of bidders

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

- General presentation of the tender files;
- References of the company in similar achievements;
- Quality of the personnel requested;
- Attestation and report of site visit;
- Technical organization of the works,
- Equipment put aside for this project,
- Special Technical Clauses initialled in all the pages and signed, stamped and dated on the last page;
- Special Administrative Clauses completed and initialled in all the pages and signed, stamped and dated on the last page;
- Safety measures on the site.
- Pre-financial capability

Any offer that shall not respect (80%) of the above criteria shall simply be eliminated.

5.2 Bidders shall remain bound by their bids for a period of ninety (90) days from date of opening of the bids

ARTICLE 6: OBLIGATIONS AND CONDITIONS TO TENDER

- 6.1 Any bid that does not respect any of the conditions for tendering shall not be received.
- 6.2 The bidders shall submit six (06) copies with one (01) original and five (05) copies (indicated on them as such) of his/her bids drafted in English or French at the Department of Technical Services at the Bamenda City Council against a receipt on or before the 26/06/2024 at 10.00 am latest. No bid shall be received after this time and date.
- 6.3 After submission no bids shall be withdrawn, modified or corrected for any reason. This

condition shall apply after the submission date.

ARTICLE 7: THE BIDDING DOCUMENTS

7.1 The documents that make up this tender are as follows:

Document No: 1: Invitation to Tender.

Document No: 2: The General Tender Regulations

Document No: 3: The Special Tender Regulations

Document N^Q: 4: The Special Administrative Conditions (SAC/CCAG)

Document N^Q: 5: Specifications Technical Conditions (STC/CCTP)

Document No: 6: Form for Bill of Quantities and Cost Estimates (BQCE)

Document No: 7: Form for Unit Prices (PES)

Document NQ: 8: Model Forms

- General information Form
- Submission Form
- Bank Guarantee Forms (Bid bond, Guarantee retentions)
- Form for Price Elaboration (Detail Pricing) (PE)

Document N^Q: 9: Execution plans.

ARTICLE 8: AMENDMENT OF BIDDING DOCUMENTS

8.1 At any time prior to the deadline for submission of bids, the Bamenda City Council Internal Tenders Board, may modify the bidding documents for any reasons, whether at its own initiative, at the request of the Contracting Authority or in response to a clarification requested by a prospective bidder.

8.2 All prospective bidders that have received the bidding documents will be notified of all amendments in writing or be contacted by telephone to do so and all such modifications will be

considered as an integral part of their bidding documents.

8.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bamenda City Council Contracting Authority at its discretion, may extend the deadline for the submission of bids if there were any such amendments.

ARTICLE 9: CALCULATION OF PRICES

9.1 The amount shall be calculated on the bases of variable prices.

The bidder shall fill, in letters and in figures, the unit prices in the price enclosure slip and the unit prices are to be multiplied by the quantities given in order to obtain the amount of his/her offer for each item.

- 9.2 The price enclosure slip must be completed. Any price lacking on this form shall be considered as follows:
 - The corresponding price on the bill of quantities and costs estimates;
 - The highest corresponding price furnished by the bidder technically qualified, if it exists in the same lot,
 - The average of all the prices of bidders in the same lot if the bidder is the only qualified one.
- 9.3 The bidder shall express the prices in the PES and BQCE in francs CFA excluding taxes before adding the taxes to the BQCE only.

The prices on the PES shall have priority over those of the BQCE and PE. They shall serve as the bases of calculation of the bidding amount.

The eventual calculation errors shall be corrected by the Sub Committee for Analysis and the amount altered if necessary without any complaints from the bidder.

ARTICALE 10: PRESENTATION OF BIDS

a. Signature of bids – Power of Attorney

10.1. A All the signatures and initials needed for the tender and indicated in this article must be those of the bidder himself or his/her representative duly mandated. 10.1.B If the bidder is a group of enterprises, each group member or representative must sign the bidding documents such that the result shall be a joint offer.

The group shall choose a common representative who shall receive Service Orders and carry out all transactions in the name of the group.

b. Presentation of bids

The bid shall be presented in six (06) copies (one (01) original and five (05) copies) marked as such and put inside three (03) sealed envelopes comprising the following:

All these documents are to be arranged in the above order and separated with colour separators.

Note: Plans supplied with tender file should not be submitted.

c. SUBMISSION OF OFFERS AND OPENING OF BIDS

Envelopes A, B, and C are to be sealed and each envelope shall be marked "ADMINISTRATIVE DOCUMENTS, TECHNICAL OFFER or FINANCIAL OFFER" as the case may be. The three envelopes shall be placed in a fourth envelope, sealed and shall carry the following inscriptions:

OPEN NATIONAL INVITATION TO TENDER N°006/ONIT/BCCITB/2024 OF 23/05/2024 FOR THE CONSTRUCTION OF FIVE BOREHOLES EQUIPPED WITH SOLAR PUMPS AND 10M ELEVATED PLASTIC STORAGE TANKS IN SOME LOCALITIES IN BAMENDA (PHASE 2, THREE BOREHOLES).

(TO BE OPENED ONLY DURING THE BIDS OPENING SESSION)

All bids shall be deposited at the Service of Public Contracts and Procurement at the Bamenda City Council against a receipt according to the schedule in the tender notice. In the case where the envelope shall not be sealed or without the inscription on it, the administration shall decline all responsibility for misdirection or premature opening. Any bid opened prematurely shall be rejected and returned to the bidder.

ARTICLE 11: TECHNICAL PROPOSALS

Proposals for different variants can be accepted from the bidder but the bidder has the obligation of costing the variant in the tender file.

ARTICLE 12: BID BOND

The bidder shall furnish a bid bond (provisional caution) of one million two hundred thousand (1,200,000) francs from a banking institution of the first order accredited by the Ministry in charge of Finance according to the criteria of COBAC.

ARTICLE 13: TENDER

Each bidder shall tender following the conditions laid down in this tender file.

ARTICLE 14: CURRENCY

The unit prices shall be calculated in Francs CFA, and furnish in figures and words without taxes, while the total amount shall be calculated without taxes and then with taxes according to the BQCE. The currency that shall be used for payment shall be the FCFA.

ARTICLE 15: PAYMENT MODALITIES

The contractor shall be paid upon presentation of monthly instalments "Décomptes" established from attachments signed by Project Manager and visa by the Delegated Contracting Authority showing the work progress, presented by the Contract Engineer and countersigned by the Contract Manager (Authorising Officer) and the Contractor.

ARTICLE 16: IMPORTATION OF MATERIALS

The taxes and duties on the importation of materials for execution of works shall be in conformity with the legislation of the Republic of Cameroon.

ARTICLE 17: VERIFICATION OF BIDS

- 15.1 The administration has a period of one (01) month to examine the bids and make its choice. It shall eventually rectify, as indicated in article 5.3, the bidding amount without any objection from the bidder.
- 15.2 At the request of the tender board, the bidder shall furnish in writing, within seven (07) calendar days, any information necessary for the examination of his/her bid or concerning errors and omissions noted.
- 15.3 The tender board reserves the right to convoke the bidder at his/her expenditure for complementary explanations. Any errors discovered by the tender board shall be rectified as follows:
- 15.3.A Where there exists a difference between the amount in figures and the amount in letters, the amount in letters shall be taken as correct;
- 15.3.B Where there exists a difference between a unit price and the amount obtained by the product of unit price and the quantity, the unit price shall be taken, except the tender board estimates that it is an error of decimal point, in which case the amount is taken and the unit price corrected.
- 15.3.C The sub-committee for the evaluation of bids, whose president shall be designated by the Tender board. the Delegated Contracting Authority shall designate his representative in the subcommittee.

ARTICLE 18: VALIDITY OF BIDS

The bidder shall be bound by his/her bid for a period of ninety (90) days from the day of submission of bids. If at the end of this period the contract is not notified to the bidder, he can withdraw his/her bid or accept the extension of duration on the written request of the administration.

ARTICLE 19: OPENING/EVALUATION OF BIDS AND CHOICE OF CONTRACTOR:

The opening of bids shall take place on the date and place prescribed in the tender file. Envelopes received from prospective bidders shall be opened at once and evaluated in two stages.

BAMENDA CITY COUNCIL INTERNAL TENDERS BOARD

TECHNICAL ANALYSIS SUB COMMISION	PRESIDENT:				
2	SECRETARY:				
3	MEMBERS:			4	
Jingstane	TENDER No:	.OF		Blo3	
	CONTRACTORS:	190120	CORDON		
A)	CONTRACTORS.			_	
B)					
C)			4		
	Eliminatory Criteria (See evaluation of administrative files)				
Designation			BIDDERS		
2012 1000	Designation	A	В	C	
	a. General presentation of bids		(Yes or No)		
al	Presence of all documents		110	1	
a2	Properly bound		1970		
a3	Separators in colour apart from white				
a4	Order prescribed respected			1	
	TOTAL a	/4	/4	/4	
	b. The company references	(Yes or No)			
. Senio	References of the company in civil construction or similar works for the past Five years		33		
ы	At least 02 Certified copy of similar contracts (1st and last page) and minutes of provisional reception for projects executed within the last five yrs (pluri annual projects accepted)			族	
	TOTAL b	/4	/4	/4	
	c. Equipment			LUATION s or No)	
el	Proof of ownership or hire of a liason vehicle (Pick up 4 x 4 or van) (Hired or owned)		1	-	
c2	Proof of ownership of a plumbing kit				
e3	Proof of ownership or hire of borehole driller truck				
c4	Proof of ownership or hire of a concrete vibrator	- 71		- 0	
C5	Proof of ownership or hire of an optical level equipment			TO	
C6	Proof of ownership of a carpentry kit			30	
C7	Proof of ownership of a masonry kit	5.1			
	TOTA 2	п	п	17	
	d. Personnel of the Enterprise	EVA	LUAT es or N	ION	

	Works Supervisor: Senior Civil or Rural Engineering technician or HND with at least 5yrs experience		
dl	Certified copy of valid national identity card		
d2	Diploma of work Engineer certified		
d3	CV signed and dated by works Engineer		
d4	Experience ≥ 5 years		
d5	Attestation of availability duly signed by concerned and dated		
	Site foreman: Holder of BAC F4 with at least 5yrs experience		
d6	Certified copy of valid national identity card		
d7	Certified copy of certificate of Foreman		
d8	CV signed and dated by site foreman		
d9	Experience ≥ 5 years		
d10	Attestation of availability duly signed by concerned and dated		
	Chief mason: CAP F4, at least 3yrs of experience		
d11	Certified copy of valid national identity card		
d12	Certified copy of diploma		
d13	Cv signed and dated		
d14	Experience ≥ 5 years	75-7-1	
d15	Attestation of availability duly signed by bearer and dated		
	Chief carpenter: At least CAP in wood work/joinery at least three years		
d16	Certified copy of valid national identity card		
d17	Certified copy of diploma		
d18	Cv signed and dated		
d19	Experience ≥ 5 years		
d20	Attestation of availability duly signed by bearer and dated		
	Chief electrician: CAP in electricity/ Industrial wiring at least 5years		
d21	Certified copy of valid national identity card		
d22	Certified copy of diploma		
d23	Cv signed and dated		
d24	Experience ≥ 5 years		
d25	Attestation of availability duly signed by owner and dated		
	Chief Plumber; At least CAP in plumbing/sanitation at least three years		
d26	Certified copy of valid national identity card		
d27	Certified copy of diploma		
d28	Cv signed and dated		

d29	Experience ≥ 5 years				
d30	Attestation of availability duly signed by owner and dated				
	TOTAL d	/30	/30	/30	
	e) Technical Proposals		LUAT es or N		
el	Attestation of site visit				
e2	Site visit report with pictures duly signed by presenter				
e3	Site organisation in teams or options				
c4	Description of the socio - environment measures for site protection	-			
e5	Dispositions previewed for the security of personnel and other users				
e6	Use of local manpower				
e7	CCTP dully initialled and dated on each page and signed on the last page			134	
c8	Coherent planning with respect to tasks	1 1	100	11.	
e9	Manpower deployment plan	-			
e10	Material deployment plan		388		
e11	Organisational chart of the enterprise		DO		
	TOTALe	/11	/11	/1	
61.	f. Pre-financing	EVALUA (Yes or		and the same of th	
fl	Attestation of credibility shall be at least 75% of the bid price				
	TOTAL f	/1	/1	/1	
	GRAND TOTAL	/57	/57	15	

than 80/100 of the technical marks shall be eliminated.

Resolution:

IV	FINANCIAL ANALYSIS	EVA	EVALUATION			
.,	FINANCIAL ANALISIS	A	В	C		
1	Unit Price Schedule		12	1,0		
2	Bill of Quantities and Cost Estimate	and lest		15		
3	Sub Detail of prices	244 26	300			
4	Bidder's Financial Offer	100	(AT			

NB) The non-existence or Laxity Arithmetic errors noticed errors noticed at the evaluation of prices shall be corrected by the Technical Sub Committee with respect to the invitation to Tender

1) OPENING OF ENVELOPES (A) (B) and (C) (FIRST STAGE)

OPENING/EXAMINATION OF ENVELOPE (A):

(Administrative documents) shall be opened in public and the conformity of the documents shall be verified. The administrative documents must be complete, valid and authentic. The bid bond must conform to the format submitted. Only bids with documents that meet these requirements shall have their other envelopes evaluated.

OPENING/EXAMINATION OF ENVELOPE (B)

(Technical Offer) shall be opened in public to determine whether the file is complete with the authenticity of documents checked and whether the documents are legalised by the competent services concerned and placed in the recommended order.

OPENING/EXAMINATION OF ENVELOPE (C)

(Financial Offer) shall be opened in public but evaluated only for bids that have sailed through the first two steps.

Bid amounts shall be read out in public as inscribed in the financial offer of the bidder.

NB: Copies of the financial offer shall alongside the Administrative and Technical offers, be handed to a Sub-Technical committee for verification and evaluation of the Technical and Financial Offers.

The bidder shall do everything to facilitate the job of the Sub-Technical committee for Analysis by using Coloured separators, Title pages and summaries where necessary and presentation of documents according to the order given in the tender file.

17.1 EVALUATION OF TECHNICAL OFFER

17.2: Evaluation of Financial Offer:

Careful study shall be carried out on the details of prices, unit prices, the bill of quantities and cost estimates presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his/her final contract amount. The prices on the PES shall have priority over those of the BQCE and PE. They shall serve as the bases of calculation of the bidding amount.

The eventual calculation errors shall be corrected by the Sub Committee for Analysis and the amount altered if necessary without any complaints from the bidder.

17.3: CHOICE OF CONTRACTOR (CRITERIA OF AWARDING CONTRACT):

According to article 99 (a) of the Public Contract Code, the contract shall be awarded to the meritorious and lowest bidder, careful study must be carried out on the details of prices, unit prices, the bill of quantities and cost estimates presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his/her final contract amount.

ARTICLE 18: PROCEDURE OF AWARD OF CONTRACT

The results from this tender shall be prepared, awarded and executed according to the rules and procedures defined by the legislation in force for Public Contracts.

18.1 The winner shall be notified through his/her official address or public media. He shall in five (05) days fulfil the formalities related to the awards, especially to submit seven (07) copies of the proposed contract that he/she has completed and signed, to the office of the Contracting Authority for final signature.

18.2 In the case where the enterprise does not fulfil these conditions, his/her choice shall simply be annulled without further notice and the next contender shall be called in for replacement.
Once the Contracting Authority has signed the contract, the contractor shall be notified with immediate effect. He has three (03) days to contact the Authorising Officer for the beginning of execution of works following notification of the Service Order to start work by the Project Manager.
Failure to respect the date line shall call for withdrawal and eventual cancellation of contract.

18.3 The present contract can be cancelled outright in the cases provided for by Decree N^Q.:2018/366 of 20th June 2018 in the Public Contracts Code.

Document n°4: Special Administrative Conditions (SAC)

Table of content

Chapter 1: General	71
Article 1: Subject of contract	3(
Article 2: Contract award procedure:	30
Article 3: Definitions and duties (article 2 of GAC supplemented)	20
Article 4: Language, applicable law and regulation	
Article 5: Constituent documents of the contract (Article 4 of GAC)	30
Article 6: General instruments in force	
Article 7: Communication (Articles 6 and 10 supplemented)	
Article 8: Administrative Orders (Article 8 of GAC)	
Article 9: Contracts with conditional phases (Article 9 of GAC)	***************************************
Article 10: Contractor's equipment and personnel (Article 15 of GAC supplemented)	4
Chapter II: Financial conditions	4-
Article 11 Guarantees and bonds (Articles 29 and 41 of GAC)	4
Article 13: Place and method of payment	4
Article 14: Price variation (Article 20 of GAC)	43
Article 15: Price revision formulae (article 21 of GAC)	43
Article 16: Price updating formulae (article 21 of the GAC)	47
Article 17: Works under State supervision (Article 22 of GAC supplemented)	41
Article 18: Evaluation of works (article 23 of the GAC)	43
Article 19: Evaluation of supplies (article 24 of the GAC supplemented)	47
Article 20: Advances (article 28 of the GAC)	4.4
Article 22: Interest on overdue payments (Article 31 of the GAC)	44
Article 23: Penalties (Article 32 of the GAC supplemented)	45
Article 24: Payment in case of a group of enterprises (article 33 of the GAC)	45
Article 25: Final detailed account (article 34 of the GAC)	45
Article 26: General and final detailed account (article 35 of the GAC)	46
Article 27: Tax and customs regulations (article 36 of the GAC)	46
Article 28: Stamp duty and registration of contracts (article 37 of GAC)	46
Chapter III: Execution of works	46
Article 29: Nature of the works (article 46 of GAC)	46
Article 30: Role and responsibilities of the Project Owner (GAC supplemented)	47
Article 31: Execution time-limit of the contract (article 38 of the GAC)	47
Article 32: Role and responsibilities of the contractor (article 40 of the CAG)	47
Article 33: Provision of documents and site (article 42 of the GAC)	47
Article 34: Insurance of structures and Civil or Rural liabilities (article 45 of GAC)	47
Article 35: Documents to be furnished by the contractor (Article 49 of the GAC supplemented)	47
Article 36: Organisation and safety of sites (article 50 of the GAC	48
Article 37: Implantation of structures	48
Article 38: Sub-contracting (article 54 of the GAC)	48
Article 39: Site laboratory and trials (article 55 of GAC)	48
Article 40; Site logbook (article 56 of the GAC supplemented)	49
Article 41: Use of explosives (article 60 of the GAC) [Specify the possible restrictions or bans]	49
Chapter IV: Acceptance	49
Article 42: Provisional acceptance (article 67 of the GAC)	49
Article 43: Documents to be furnished after execution (article 68 of the GAC)	49
Article 44: Guarantee period (article 70 of the GAC)	50
Article 45: Final acceptance (article 72 of the GAC)	50
Chapter V: Sundry provisions	50
Article 46: Termination of the contract (article 74 of the GAC)	50
Afficie 47: Case of Major Impediment (article 75 of the GAC)	50
Article 48: Disagreements and disputes (article 79 of the GAC)	50
Afficie 49: Production and dissemination of this contract	50
Article 50 and last: Entry into force of the contract	50

Article 1: Subject of contract

The subject of the contract must be in consonance with article 1 of the GAC relating to the scope of application. The subject of this contract shall be the construction of five boreholes equipped with solar pumps and 10m elevated plastic storage tanks in some localities in Bamenda (phase 2, three boreholes)

Article 2: Contract award procedure:

This contract shall be awarded through Open National Invitation to Tender No 006/ONIT/BCCITB/2024 of 23/05/2024.

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

General definitions (cf. Code)

- The Contracting Authority shall be: The City Mayor of the Bamenda City Council.
- He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to the Ministry in charge of Public Contracts and to the body in charge of regulation.
- The Project Owner is The City Mayor of the Bamenda City Council. He represents the beneficiary administration of the works.
- The Attributions of Contract Manager are devolved on the Director of Technical Services of Bamenda City Council who on the basis of the works' attachment, signs and liquidates the payments.
- The Contract Engineer shall be the Divisional Delegate of Water and Energy Resourses - Mezam hereinafter referred to as the Engineer.
- The Contractor is the holder of the contract for the construction of five boreholes equipped with solar pumps and 10m elevated plastic storage tanks in some localities in Bamenda (phase 2, three boreholes).
- External control shall be carried out by the regional control of MINMAP

3.2 Security

This contract may be used as security subject to any form of transfer of the debt. In this case:

- The authority in charge of ordering payment shall be: The City Mayor of the Bamenda City Council.
- The authority in charge of liquidation: The Director of Technical Services BCC;
- The body or official in charge of payment shall be BCC Municipal Revenue Collector;
- The official competent to furnish information within the context of execution of this contract shall be the City Mayor of the Bamenda City Council. (his competent services)

Article 4: Language, applicable law and regulation

- 1.2 The language to be used shall be English or French.
- 1.3 The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the contract.

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

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

The constituent contractual documents of this contract are in order of priority: (to be adapted to the nature of the works).

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

Article 6: General instruments in force

This contract shall be governed by the following general instruments Framework Law No. 96/12 of 5 August 1996 on the management of the environment;

- The Mining Code;
- 2. Instruments governing the various professional bodies;
- Decree No. 2001/048 of 23rd February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
- Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- Decree No. 2018/366 of 20th June to institute the Public Contracts Code;
- Decree No. 2012/074 of 8th March 2012 relating to the creation, organization and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
- Decree No. 2012/075 of 8th March 2012 to organize the Ministry in charge of Public Contracts;
- Circular No. 001/PR/MINMAP/CAB of 25th April 2022 relating to the application of public Contracts Code;
- Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
- Circular No 00000026/C/MINFI of 29th December 2023 on the instruction relating to the execution of the finance law, and the monitoring and control of the budget of the state and other public entities for the year 2024.
- Unified Technical Documents (DTU) for building works;
- Applicable standards;
- Other instruments specific to the domain concerned with the contract.

Article 7: Communication (Articles 6 and 10 supplemented)

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

 - 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 Manager with a copy to the Contract Manager.

Article 8: Administrative Orders (Article 8 of GAC)

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

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

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

9.1 The contract has a single phases

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

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Contract Engineer in a time limit of 15 days following notification of the Service Order to start execution. The Contract Engineer has at his disposition Seven (7) days to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties up to 10%.

Chapter II: Financial conditions

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

11.1 Final bond

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

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

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

11.2 Performance bond

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

The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the Project Owner upon request by the contractor.

11.3 Guarantee of start-off advance

20% of the amount of the contract inclusive of all taxes guaranteed at 100%.

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

The	amount	of	this	contract	as	indicated	by	the	attached	[detail	or	estimates]	is_	(in
figur	es)	_(in lett	ters) CFA	fra	nes Inclusi	ve o	fAll	Taxes; th	at is:				

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

Article 13: Place and method of payment

The Project Owner shall release the sums due in the following manner:
For payments in CFA francs (amount in figures and letters exclusive of taxes) by credit to account No opened in the name of the contractor in the bank.
 For payments in foreign currencies (amount in figures and letters exclusive of taxes) by credit to account No opened in the name of the contractor in bank.
Article 14: Price variation (Article 20 of GAC)
14.1 Prices shall be firm and not subject to any revision.
14.2 Price updating modalities is not necessary Article 15: Price revision formulae (article 21 of GAC)
Not necessary
Article 16: Price updating formulae (article 21 of the GAC)
The prices on the unit price schedule are updatable by application of the following formula: [insert, where need be, the formula and define the parameters and indices].
Where need be, the indices are those defined for the price revision formulae.
Article 17: Works under State supervision (Article 22 of GAC supplemented)
17.1 The percentage of works under State supervision shall be 2 % of the amount of the contract and its additional clauses, where applicable.
17.2 In the case where the contractor was invited to execute works under State supervision, the submitted and duly justified expenditures shall be reimbursed to him under the following conditions:
 The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
 The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %)to take account of social benefits;
 The hours put in by the heavy equipment shall be counted at the rate featuring in the sub- detail of prices;
 Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by 10% for loss, stocking and handling;
 The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the contractor's unforeseen.

Article 18: Evaluation of works (article 23 of the GAC)
This contract is at unit price all-in price and lump sum price.

Article 19: Evaluation of supplies (article 24 of the GAC supplemented)
19.1 NOT APPLICABLE

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

Article 20: Advances (article 28 of the GAC)

- 20.1 The Contracting Authority may grant a start-off advance of 20 % of the amount of the contract.
- 20.2 This advance whose value cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution of the contract according to the modalities laid down in the Special Administrative Conditions.
- 20.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the contract.
- 20.4 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the contractor.
- 20.5 The possibility of granting start-off advance or advance for supplies must be expressly stipulated in the Tender File.

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

21.1 Establishment of works executed

Before the 30th of each month, the contractor and the Contract 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.

21.2 Monthly detailed account

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

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

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

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

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

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

Payment of works:

Payment shall be done by the Municipal Treasurer after receiving accounts drawn up by the Contract Engineer and signed by the City Mayor within a maximum deadline of 21 calendar days maximum from the date of submission of the approved detailed accounts

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

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

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code.

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

A. Penalties for delay

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

B. Specific penalties [amount to be indicated]

- 23.3 Independently of penalties for overrun of contractual time-limit, the contractor shall be liable to the following special penalties of 100 000 FCFA for the non-observation of the provisions of the contract, especially:
 - Late submission of final bond;
 - Late submission of insurances;
 - Late submission of construction drawings
 - Late submission of tests (soil tests, compression-concrete tests, compaction tests; density tests etc)
 - Late submission of the draft execution schedule if the lateness is caused by the contractor.

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

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

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

- 25.1After completion of the works and within a maximum time-limit of 30 days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.
- 25.2The Contract manager has at their disposal a deadline of seven (7) days to notify the corrected project and accepted by the Engineer.

25.3The Contractor has at their disposal a deadline of fourteen (14) days to resubmit the final detail account bearing his signature.

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

- 26.1 At the end of the guarantee period which results in the final acceptance of the works, the Contract Manager draws up the general and final detailed accounts of the contract which he has had signed jointly by the contractor and the Contracting Authority. This detailed account includes:
 - the final detailed account,
 - the balance
 - the summary of monthly payments on account.

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

26.2 The Contractor has at their disposal a deadline of fourteen (14) days to resubmit the final detail account bearing his signature.

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

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

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

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

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

Chapter III: Execution of works

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

The works shall include especially the Construction of:

- Drilling of boreholes,
- Elevated plastic tanks,
- Installation of solar pump
- Construction of stand taps
- Supply and installation of solar panels and plastic water tanks
- Implementation of environmental management plan

· Execution of physio-chemical test

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

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

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

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

31.1 The time-limit for the execution of the works forming the subject of this contract shall be: four (04) calendar months.

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

Article 32: Role and responsibilities of the contractor (article 40 of the CAG)

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

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

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

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

Article 34: Insurance of structures and Civil or Rural liabilities (article 45 of GAC)

The following insurance policies are required within the scope of this contract in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the contract (to be adapted):

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

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

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

a) Within a minimum deadline of thirty (30) days from the date of notification of the Service Order to commence execution, the contractor shall submit in five (5) copies for the approval of Contract Manager after the endorsement of the Project Manager and the Contract Engineer the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

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

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

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

The contractor has eight (8) days to present a new draft. The Contract Manager or the Project Manager and Contract Engineer then has a deadline of five (5) days to give his approval or possibly make comments. In this case, the procedure is restarted without that this modifies the contractual duration.

The approval given by the Contract Manager or Project Manager does not in any way release the contractor of his responsibilities. Meanwhile, works executed before the approval of the programme shall neither be ascertained nor paid for. The updated and approved schedule will become the contractual schedule.

The contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Project Manager. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important modifications alter the objective of the contract or the nature of the works, the Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

- b) The Environment 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.
- c) The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.
- d) The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

35.2 Execution draft

- a) The execution plan documents (calculations and drawings) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the [Contract Manager or Project Manager] at most 30 days prior to the date provided for the commencement of execution of the corresponding part of the structure
- b) The [Contract Manager or Project Manager] has a deadline of [fifteen (15) days] to examine and make known his observations. The contractor then has a deadline of [eight days] to present a new file including the said observations.
- 35.3 In case of the non-observance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

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

- 36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of one month after the notification of the Service Order to commence work.
- 36.2 The services to inform in case of interruption of traffic along the deviated itinerary: The Senior Divisional Officer for Mezam in accordance with article 50(2) of the GAC].
- 36.3 Indicate the special measures demanded of the contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

Article 37: Implantation of structures

- 37.1 The Project Manager shall notify within [7] days following the date of notification of the Service Order to commence work, the basic points and levels of the project.
- 37.2 Site installation commission

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

The part of the works to be sub-contracted shall be 25 % of the initial amount of the contract and its additional clauses

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

- 39.1 Indicate if necessary the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.
- 39.2 The Contract Manager has a deadline of fourteen [14] days to approve the contractor's personnel and laboratory as soon as the request is made.

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

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

Article 41: Use of explosives (article 60 of the GAC) [The use of explosives is not applicable]

Chapter IV: Acceptance

Article 42: Provisional acceptance (article 67 of the GAC)

Before the provisional acceptance, the contractor shall request in writing to the Project Owner with a copy to the Contract Manager, the Engineer and Paying Body the organisation of a technical visit prior to the provisional acceptance.

- 42.1 Tests included in the operations prior to acceptance [physio-chemical test].
- 42.2 Possible ascertainment of the folding up of the site installations and the restitution of the site as was [insert and modify if applicable];
- 42.3 The Acceptance Commission shall comprise the following members:
 - The Project Owner or his representative as chairperson;
 - The secretary General BCC
 - The Contract Manager as member;
 - Contract Engineer as secretary;
 - The Stores Accountant BCC as member;
 - RD/MINMAP as observer:
 - The Contractor as observer.

The contractor shall be convened to the acceptance by mail at least [10 days] prior to the acceptance. He is bound to attend (or be represented).

He takes part in the acceptance as an observer. His absence is equivalent to acceptance without reservation of the conclusion of the Acceptance Commission.

After the visit of the site, the Commission shall examine the minutes of the preliminary operations to the acceptance and shall proceed to provisional acceptance of the works if there is need.

The visit for provisional acceptance shall be the subject of minutes of provisional acceptance signed on the spot by all the members of the Commission.

The minutes of the provisional acceptance report shall specify or set the date of completion of the works.

- 42.4 There is no provision for partial acceptance.
- 42.5 The guarantee period commences from the date of provisional acceptance of the said project.

Article 43: Documents to be furnished after execution (article 68 of the GAC)

- 43.1 At the completion of the works and within 30 days after the provisional reception, the contractor shall provide all working documents including proof of origin of material used and the network plan with all associated geographical coordinates and results of physio-chemical test.
- 43.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with 43.1 above.

Article 44: Guarantee period (article 70 of the GAC)

The guarantee period shall be one (1) year to run from the date of the provisional acceptance of the works.

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

- 45.1 Final acceptance shall take place within a maximum deadline of [fifteen (15) days] from the date of expiry of the guarantee period.
- 45.2 The Project Manager shall [not] be member of the commission.
- 45.3 The procedure for final acceptance shall be the same as for provisional acceptance.

Chapter V: Sundry provisions

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

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

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

Article 47: Case of Major Impediment (article 75 of the GAC)

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

- Rainfall: 200 millimetres in 24 hours;
- Wind: 40 metres per second;
- War in the area of execution of the job;
- Flood: decennial flood frequency.

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

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

Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction.

Article 49: Production and dissemination of this contract

[Seven (07)] copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

Article 50 and last: Entry into force of the contract

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

Document n°5: Special Technical Clauses (STC)

GENERALITIES

The contractor in charge of this execution must make careful studies of the working drawings. Visit the site and bring up points not understood to the site supervisor for a clarification before making shop drawings and before setting out is carried out.

He will proceed to a careful study of the project and make observations and furnished modifications to the Architect before commencement of work. All supplementary tasks must be verified and signed by the supervisor. Careful studies must be done before commencement of the foundation.

SUMMARY

INTRODUCTION	.53
CHAPTER I: GENERAL INFORMATION Article 1 : Subject	53
Article 2 : Role of the Contractor	
Article 3 : Work plan	
Article 4: Site selection and choice of Drilling Technique	
CHAPTER II : DRILLING WORKS	.53
Article 5 : Drilling of Borehole	-
Article 6 : Guarantee of works	
Article 7: Origin and quality of material and equipment	
CHAPTER III: SUPPLY AND INSTALLATION OF MANUAL PUMP	61
Article 8: Supply-Installation of a manual pump	
Article 9: Transport, Delivery and installation of	
Article 10 : Provisional Reception	
Article 11 : Conditions for the Final Reception	
CHAPTER IV: ORIGIN AND QUALITY OF GEOMATERIALS AND CEMENT	63
Article 12: Quality and Quantity of Geo-materials	
Article 13: Origin and quality of sand	
Article 14: Origin and quality of gravel	
Article 15: Origin and quality of stones	
Article 16: Origin and quality of cement	
CHAPTER V: CONCRETE WORKS	.63
Article 17: Preparation of concrete	
CHAPTER VI: METHOD OF EXECUTION	64
Article 18: General Information	
18.1: Security at the work site	
18.2: Traffic	
Article 19: Stone Masonry	
Article 20: Pointing and plastering	
20.1 Pointing	
20.2 Plastering	
Article 21: Plumbing works	
21.1 Pipe Specifications	
21.1.1 Control tests on pipes	
21.2 Fitting specifications	
Article 22: Piping	
22.1 Description	
22.2 Care/Laying of pipes	
22.3 Methods of determining quality of G.I and PVC piping laid.	
CHAPTER VII: CONSTRUCTION METHODS	8
Article 23: Setting out of Works	
Article 24: Excavation of Trenches	
Article 25: Backfill	

CHAPTER I: INTRODUCTION.

These specifications aim at defining the mode of execution of work to be done following the norms and approved standards, according to the documents of the Jobbing Order.

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 Jobbing Order.

The technical specifications presented herein below define the hydro-geological waterworks and electromechanical engineering works that shall be executed within Bamenda city and the manner in which these works shall be carried out. So the Contractor is expected to read these specifications critically and identify all the articles that are applicable to his job

GENERAL INFORMATION.

Article 1: Subject

The following Technical Specifications Journal (TSJ) concern the works to be carried out for the construction of five boreholes equipped with solar pumps and 10m elevated plastic storage tanks in some localities in Bamenda (phase 1, two boreholes); as well as the setting up of measures to sustain the equipped boreholes.

In each case, the volume of work to be executed is indicated in the bill of quantities. The various works to be executed shall conform to the relevant terms of the technical specifications given herein below.

Article 2: Contractor's role.

The Contractor who shall be chosen after this call for tender, shall be responsible to execute all the works outlined here. These include all the phases from site selection, through the drilling of the borehole, the borehole design, the cleaning and development of the borehole, the determination of the properties of the aquifer (Aquifer or Pumping test) and the superstructure construction, to the pump installation, water analyses and the taken of long-lasting measures to ensure the project sustainability.

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

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

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

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

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

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

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

Subject to any approved modifications indicated in the project log book by the Contract Engineer, the Contractor shall take note of any omission or discrepancies that may exist in the three documents mentioned in the preceding paragraph, which omission or discrepancies could fundamentally affect the technical or aesthetic quality of the works executed to his detriment, and call the attention of the Contract Engineer who shall remain at his disposal of the Contractor for necessary information and inquiries through the duration of the project.

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

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

Article 3 - Work plan

The Contractor shall execute the work within a deadline of two (02) months as from the date of notification of the service order to start work.

Article 4 - Site selection and choice of Drilling Technique

4.1- Site Selection:

The site for the borehole shall be chosen after hydrogeologic and geophysical studies. These studies will start with the interpretation of aerial photos of the area aimed at locating fractures and structural traps to retent aquifers. Geophysical prospecting will then be carried out on these anomalies so as to confirm the hydrogeologic results and obtain precisions on the aquifers. This geophysical surveys will be done using the Electric Method, precisely Resistivity Profiling and Resistivity Depth Sounding.

Studies carried out on previous boreholes done in similar geological formations show that with the respect of minimum precautions during site selection, a success rate of 80% (minimum yield of 0,7m³/h after designing the borehole) is expected.

The selected site will therefore depend on the results obtained after these surveys; but the ideal site will be that which will be easily accessible to the beneficiary. A site selection report shall be presented indicating the methods used in choosing the site and also outlined in a sketched plan of location.

4.2- Choice of Drilling Technique:

The hydrogeologic nature of the area is such that drilling will be done in unconsolidated and hard formations and consequently requiring the use of a well equipped drilling rig (recomended one is a motorise drilling rig capable of drilling up to 250m) in order to face any eventuality.

The borehole facilitates the extraction of water from deep aquifers in fractured hardrocks, thereby making it possible to prevent pollution from superficial waters. Precautions are therefore taken to isolate superficial formations so as to avoid the vertical downward propagation of superficial pollution.

Drilling through the loose formations shall need the use of a drilling fluid which can be water or muddy water; and of course the temporal use of PVC or metallic casing of diameter 175-195mm.

Drilling shall be done using compressed air supplied by a high pressure compressor. The tool and bit used should be adapted both to the loose and hardrock formations.

Studies on existant boreholes in the area reveal that the depth will be between 75m and 125m (averagely 110m) therefore the drill pipes or rods should be available to attain this depth.

The superstructure shall be of the classic type: a pump stand on a slightly inclined margelle with a ditch at the edges that lead to a drainage system which ends up in a soak away pit at a distance of at least 8m away from the borehole.

The borehole shall be equipped with a solar pump of the type grundfos, Lorentz or any other mark fullfilling the prescribed characteristics. The bodywork of the pump and its accessories should be composed of materials that are resistant to corrosive water and cannot be oxidised.

CHAPTER II - DRILLING WORKS.

Article 5 - Drilling of Borehole

The borehole shall be drilled respecting the technical specifications outlined here and shall be accepted as productive (positive) if its yield is at least 0,7 m³/h (700l/h) and the water is potable after analyses

5.1. Organization of the work-site

Considering the results obtained after previous drilling campaigns of boreholes in the area, an average depth of one hundred and ten (110) m is proposed for the borehole.

The success of this project largely depends on the perfect coordination of the different activities by the Contractor (the Supply and the installation of the manual pump, the drilling process respecting the appropriate drilling technics, the appropriate borehole design, cleaning and development of the borehole, the pumping test, the construction of the superstructure with a good drainage system, water analyses, project sustainability). This coordination requires the strict respect of the execution plan of the borehole which contains the outlined execution plans of the different activities.

The Enterprise shall place its Technical Director who shall be responsible to the Administration and on the worksite, the work execution shall be supervised by a Foreman who is well qualified and experienced in the domain of borehole drilling, manual pump installation and project sustainibility. The execution plan should be concieved in such a way that the different phases will be done without unjustified stoppage.

The state of work progression shall be established monthly and if after two months, the progression rate is considered low, the Contractor shall be asked to deploy additional means to the worksite so as to accelerate work progression and meet up with the deadline.

During the work execution, the Administration has the right to modify the work.

5.2. Working Hours.

The general conditions fixed for workers by the Cameroon Legislation also applies to the Contractor's workers in the worksite. There shall be no work at night.

5.3. Equipment and Materials for execution

5.3.1 General conception of equipments and materials

The Contractor shall be responsible for the choice of the equipments and materials. The general conception of the drilling rig and the materials to be used for the execution of the borehole should take into consideration the local milieu: the state of roads and accessibility, as well as the rate of execution stated above.

5.3.2. State of the equipments and materials

The execution calendar obliges the Contractor to be in possession of a drilling rig inorder to execute this project, immediately he is notified of having been chosen to execute the job.

The serial number, the age and the origin of the drill ought to be specified in the bid. Anyway, the proposed equipment should be in a good state.

5.3.3. Description and specifications of the drilling rig.

The drilling rig that is needed for this project will be composed of:

The Drill

A conventional rotary apparatus using compressed air and water or mud, and specially adapted to using the tool and bit in loose formations and the down-the-hole hammer in hardrocks. Drilling through the loose formations and to avoid frequent collapse of these formations especially when the hardrock is to be drilled, the use of temporal casing is very obligatory. This temporal casing can be of steel or PVC nature and facilitates drilling in both the loose and hardrock formations without any difficulty.

The drilling rig should have a capacity of attaining an average depth of 110meters with a borehole diameter of:

- 12¼" (175-195mm) for rotary drilling with compressed air using tools and bits with water or mud,
- 6¼" (165mm) for rotary destructive drilling with compressed air by using the down-the-hole hammer.

Other Equipment.

The Air Compressor:

This should be a high pressure compressor of air, of at least 5 m³/mn at 7 bars.

Sufficient Steel pipes, attaining an average depth of 110m.

Pumping tests should be done using an immerged electric pump of diameter less than 110mm, and capable of supplying yields of 10 m³/h at a depth of 30meters and of 6 m³/h at a depth of 80meters.

An Electric sounder for the measurements of the water levels in the borehole should be available.

Each drilling team should have a rapid means of communication.

5.3.4 The Conformity Visit.

A conformity visit of all the equipments and materials shall be done at the beginning of the work execution inorder to verify:

- · their conformity with those avec proposed in the Contractor's bid,
- the relationship between the capacities of these equipments and materials, the prescriptions in the Technical Specifications Journal and the execution deadline.

The pronouncement of this visit shall be expressed in a Report which shall not in any way set free the Contractor from his engagements.

5.4. Description of the Borehole.

5.4.1 The Method of execution of the Borehole.

The choice of the methods and materials to be used as well as the exact diameters of the borehole would be at the initiative of the Contractor and under his sole responsibility.

The following specifications have been tentatively presented. Anyway, it is specified that:

- except by special derogation, drilling with the down-the-hole hammer in the hard bedrock shall never be done without the use of the temporal PVC or steel casing, at the levels of the loose or unconsolidated weathered formations,
- the drilling through the loose nonconsolidated sections of the weathered rocks may require the use
 of water or muddy water or mud. The substances used should have a composition that would not
 seal the productive layers and should be biodegradable.

5.4.2 Sampling.

During drilling, the samples of the cuttings shall be taken at everychange of faciès (rock type) or every meter. The samples shall be placed in small labelled (depth of sample) plastic bags and kept in the worksite at the disposal of the Contract Engineer, who shall decide on their outcome.

5.4.3 Characteristics of the Borehole.

The principal characteristics of the borehole are summarized as follows:

Borehole in the hard bedrock:

- Drilling in the loose unconcolidated weathered rock formations by rotary drlling of minimum diameter 9"5/8 right to the contact with the hard bedrock,
- Putting in place of a colon of temporal Casing of diameter 178/195mm in PVC or in steel,
- Continuous drilling in the hard bedrock using the down-the-hole hammer, of diameter 165mm, right to a maximum total depth of 100meters,
- Putting in place of a catchment colon using the PVC Screen of diameter 110 125mm with slot openings of Ø ≤ 2mm,
- Putting in place of a gravel pack of a quartzeous nature and calibrated: (1 2mm) or (2-4mm),
- Putting in place of a seal composed of alluvium or elluvium,
- · Withdrawal of the temporal Casing,
- Putting in place of a concrete borehole cap of 2m minimum.

5.5. Borehole Design.

If the borehole is considered exploitable, its design is carried out immediately the drilling process comes to an end.

In all the cases, the productive borehole shall be designed all through the length of the catchment zone PVC casing of diameter 110/125 mm, of which the characteristics are specified further below in this file.

 This casing shall be armed with slot openings of O ≤ 2mm (Screen), which shall be placed at the levels of water arrivals by screen fragments of length 3 or 6meters. The base of the colon shall be blocked with borehole stopper.

The annular space between the soil formation and the PVC colon shall be filled with a quartz gravel pack of a grain-size: (1 - 2mm) or (2-4mm) all along the length of the screen plus 3meters. The gravel shall be disinfected being introduced into the annular space of the borehole.

The grain size of the gravel shall be 1-3mm. The gravel shall be composed of clean quartzeous and smooth material.

On top of the gravel pack filter, a clayey seal of Imeter thick shall be put in place, it has as goal to prevent the pollution of the borehole by superficial waters.

Above the clayey seal, the borehole shall be filled with alluvium or elluvium, in which case this substance shall constitute material for effective back-fill, and finally the top of the borehole shall be filled with concrete for a depth of 2meters.

The casing shall overlap the earth surface by 0,50m. This casing shall be momentarily locked with a screwed cork.

5.6. Development

Development is done by air-lift with double tube using the drilling rig or an independent unit.

The yield obtained after the development should not be more than 10 % less than the yield obtained at the end of drilling.

Development shall continue until clean water with no residual sand grains nor clay particles is observed. The Contractor should control the yield in sand grains of the water, by applying the Method of observing sand deposit in allolitres bucket of water and of which the diameter should not be greater than 1cm at the end of development.

The average time for development shall be 4 hours.

If technical errors occur during the drilling process or during development, the additional time beyond the 4hours, shall be under the responsibility of the Contractor and, if clean water is not obtained after development, the borehole will not be received.

In case an independent unit was used for development, the return of the drilling rig for the partial or complete repeat of the drilling process, shall be under the charge of the Contractor.

The yield shall be measured after every 15 minutes. The water level and the depth of the borehole shall be measured before and after the development.

The accepted tolerance for the measurements (including those obtained during pumping test) shall be

10% for the yields,

- 1cm for the water level,
- 5cm for the measurements of depth.

5.7. Pumping [Aquifer] Tests-Superstructures-Disinfection of the Borehole and Water Analyses.

5.7.1 Pumping [Aquifer]Test.

These tests shall be executed using an immerged pump, of a minimal capacity of 10 m³/h at a depth of 30m or 6 m³/h at 80meters. The pumping test (type CIEH) shall be done for a time lapse of 4 hours (3 phases of an increasing yield). The processes shall comprise: Restoration, Pumping and Recharge. The recharge after pumping shall be done for an hour. The mesurements of the water levels shall be effectuated using an electric sounder, while the measurements of the yield shall be done using 200litres drums. All the measurements shall be recorded in forms recommended by the Ministry incharge of Water.

5.7.2 Superstructures

The Contractor shall have to construct the following superstructures:

- A reinforced concrete corping of dimensions 1,5m x 1,5m and of height (20cm) which is compatible with the manual pump, and situated above the reinforced concrete slab,
- A reinforced concrete slab of minimum size 3m x 3m surrounding the reinforced concrete corping, raised above the soil surface of minimum height 15cm and and slightly inclined with a gentle slope of about 2% towards the evacuation outlet.
- A ditch surrounding the slightly inclined reinforced concrete slab to drain water from the latter to
 the outlet, through the buried PVC pipes of minimum length 8m, into the soakaway pit. The
 soakaway pit shall have a dimension of 1m x 1m x 1m and filled with stones; and shall be
 covered by a concrete slab of thickness 10cm.
- A protective layer against erosion of width Imeter all round the half wall and composed of lateritic gravel of thickness 10cm, shall be put all round the half wall.

A model plan shall be available. The superstructures would, however, be constructed on the basis of detailed plans that are convenient for the type of manual pump which shall be accepted by the Contract Engineer. The bidder ought to enclose these detailed plans in his bid. The concrete ought to have a composition of 350kg of cement per m³ and after 28 days have a resistance of 28 kN/cm², it shall be reinforced with welded iron rods forming a grid of 150mm (diameter of the rods being 5mm). Provision must be made for clean aggregate, gravel and sand, as well as non corrosive water.

The set-up shall be completed by the construction of:

- A half-wall surrounding the ditch of dimension: l=3m, w=3m and h=1,2m; which shall be painted
 with oil paint or covered with tiles. It shall have an entrance which shall be equipped with a
 metallic gate of height 1,2m and width 1m. This gate shall be painted with a different color from
 that on the half-wall.
- The drainage system: a plughole or drain (with a grid capable of retaining solid particles) that leads
 to a concrete sewer manhole (0,5mx0,5mx0,5m) where resistant solid matter settles; and water
 flows into a buried PVC pipe of Ø for a distance of at least 8m and then empties itself into a
 soakaway pit of dimension 1m x 1m x 1m (completely filled with stones). This soakaway pit shall
 have a concrete slab as cover of thickness 10cm.

The identification number of the borehole and the date of execution shall be carefully engraved on a non oxidizing metallic plate permanently pasted on the concrete of the pump support; and on this plate shall also be indicated the origin of the funding.

5.7.3 Water Analyses.

Before the borehole design, the Contractor shall carry out the following measurements: pH, conductivity, temperature.

At the end of Development, the Contractor shall proceed to the disinfection of the borehole by the injection of Calcium hypochlorite (or its equivalent) into it.

At the end of the Pumping test, the Contractor shall proceed to the sampling of water to carry out physico-chemical analyses that shall be done in Laboratories recognized by the Administration.

5.8. Control of the Works.

The supervision and control of the works shall be done by a Controler or a Consulting Firm under the coordination of the Contract Engineer.

5.8.1 Worksite logbook.

Inorder to carry out an effective follow-up of the execution of the project, the Contractor shall make available in the worksite a logbook on which shall be recorded everything concerning work progression. This log book will help the Controler, on arrival in the worksite, to exactly know the state of evolution of the project.

The book will be held by the "Recorder", an employee of the Enterprise, and that will be his sole task in the worksite. The Recorder shall always put in writing all the daily activities in this book, as operations evolve.

In this book shall be recorded the following informations:

- · Name of worksite (name of village),
- · Serial number of borehole in the village,
- Dates and time of arrival and of departure of the drilling rig.
- · Distance covered by the drilling rig from the previous site to get to the present site,
- Time used to run the compressor to execute the borehole,
- · Time used in installing the drilling rig and time that drilling started,
- · Drilling time for every pipe,
- · Diameter and method used in sinking every pipe,
- · Depth attained by every pipe,
- · Nature of rock formations cut through "driller's cross-section",
- Depth of temporal casing, time used in placing and removing the temporal casing,
- Composition of the borehole design: length of casing, screen, volume of gravel pack, level of the
 emplacement of the clayey seal, thickness of the concrete, etc.
- Duration and yields of pumping test, water quality and levels following the instructions given by the Engineer during the Development and Pumping test operations,
- In short, all the technical details, incidents, breakdowns, difficulties specific to the evolution of the project, indicating the time these occurred.

The book shall be signed by the Representatives of the Administration and that of the Contractor, and shall serve as the basis for the establissement of vouchers.

Remarks and reserves made by the Contractor and/or the Administration shall be recorded in this book.

5.8.2 Control and supervision

The control and supervision of works shall be carried out by the Representative of the Administration and shall be based on the following items:

- Definition of the work plan and its execution calendar in agreement with the Contractor.
- Site implantation.
- Indicative forecasts on the geology and on the depth to be attained by the borehole.
- Decisions on whether to continue or stop drilling, its design or its abandonment.
- Elaboration of the borehole design in collaboration with the Chief driller, taking into consideration the yield.
- Supervision and interpretation of the Development and Pumping test results.
- Choice of the configuration of the superstructures depending on the landscape (topography).
- · Supervision of the pump installation and the training of local pump caretakers.
- · Supervision of the analyses related to water quality.

 Control the effectiveness of the activities concerning the training and sensitization of the Water Management Committee.

5.9. Origin and quality of materials

5.9.1 General dispositions.

The Contractor shall present to the Delegation incharge of Water Resources for approval the materials he intends using, indicating their nature and their origin. All the materials found faulty shall be evacuated by the Contractor at his own expenses. The Contractor shall be responsible for the regular supply of materials for the smooth running of the project.

Not withstanding the approval of the quality and origin of the materials by the Delegation incharge of Water Resources, the Contractor remains solely responsible for the quality of the materials used for the project. It is left for him to carry out at his own expenses all the necessary tests and analyses to be sure of the materials used.

It is left for him to make all the necessary moves to obtain autorisations or permissions, and carry out payments if necessary to enable him exploit quarries or other substances, and the site for the installation of the project.

5.9.2 Characteristics of the casing and screen.

The casing and screen shall be of strong PVC (types for boreholes). The diameters shall be 110/125 mm. The origin and quality of these tubes ought to be approved before being used.

These tubes should be smooth, with solid round or square centralized fittings that can enable the tubes attain a depth of 100meters.

The tubes should have the garanti of being resistant to all the stress manipulations during their installation and during pumping. The PVC shall be composed of matter that cannot dissolve in water and modify its quality.

The slot openings of the screen shall be done mechanically in the manufacturer's factory. The slot openings shall have a diameter of less than 1mm. The percentage of openings shall not be less than 2% of the total surface area of the PVC tube.

5.9.3 Cement

The cement to be used shall of the type PORTLAND artificiel CPA 325. It should be obtained in bags of 50kg. Any bag with hardened fragments shall be rejected. The recuperation of cement dust that has fallen on the ground shall be prohibited.

5.9.4 Gravel

The gravel introduced into the annular space of the borehole shall be clean gravel composed of smooth quartz and of grain-size 1-3mm.

5.10. Technical File.

A technical file of the borehole shall be prepared by the Contractor. This technical file shall contain:

- · the location of the borehole on the plan of the village,
- the technico-geological cross-section of the borehole,
- · the results of the Development and cleaning test,
- · the interpretation graphs of the Pumping tests indicating the depth of pump installation.

Article 6: Guarantee of works

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

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

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

Article 7 - Origin and quality of materials and equipment

The Contractor shall present the materials and equipments he intends to use, with indications of their nature and origin, to the Contracting Officer, for approval. Any material or equipment that is found faulty shall be rejected and evacuated by the Contractor and at his sole expenses.

Not withstanding the approval of the quality and origin of the materials by the Contracting Officer, the Contractor remains solely responsible for the quality of the materials used for the project. It is left for him to carry out at his own expenses all the necessary tests and analyses to be sure of the materials used. It is left for him to make all the necessary moves to obtain autorisations or permissions, and carry out payments if necessary to enable him exploit quarries or other substances, and the site for the installation of the project.

CHAPTER III - SUPPLY AND IN STALLATION OF ELECTRICAL PUMP

Article 8 - Supply-Installation of an electrical pump

Characteristics of the electrical pump.

The choice of the pump shall take into consideration the government policy on the standards of hydraulic equipment for the rural communities.

8.1 .Diameter

The borehole shall be equipped with PVC tubes of which the usable minimum internal diameter shall be 110mm.

8.2 Yield

The dynamic levels in the project zone shall be situated at an average depth of around one hundred and ten meters, anyhow the proposed model of pump shall be one that have to function without the dispensation of too much effort for installation depths of about 50m and of dynamic levels of equivalent depths.

The yield during the normal rythmic exploitation with the electrical pump should be at least 4.2m³/h at 110m.

8.3 Resistance to corrosion

All the parts constituting the pump ought to be resistant to water and air corrosion (in this case, the Contractor is asked to present documents to ascertain that control tests were carried out in the factory on the supplied materiels or their equivalents to be supplied). The Contractor shall attach to his bid the list of parts that shall be in contact with water and specify their component elements and the anti-corrosion process to be applied on them.

8.4 Fittings

The supply of the manual pump should also include:

- the supply of tools to fix the pump onto the base: wire mesh welded with bolts, nuts and fitting washers;
- the supply of seals.

The fittings that shall be used should have closing plates which should be put in place while waiting for the pump to be installed. All fittings shall be approved by the Supervising Engineer before use. The performance guarantee of work shall cover all defects in fittings, their handling and workmanship.

8.5 Maintenance

The Supplier shall fill a table describing the nature of the day-to-day maintenance operations with as information for each case:

- · the periodic interval
- · the parts concerned
- · the costs of the parts in the locality
- · the required set of tools

8.6 Repair works

The Supplier shall specify the breakdowns that shall require the withdrawal of the pump from the borehole as well as the different unit weights, notably:

· the whole fountain,

- · the linear meter of the aspiration pipe (with the rod) with and without water,
- · the pump cylinder.

For more frequent interventions, he shall specify the nature of intervention and its frequency.

8.7 Accessories

The Contractor should show the pump caretaker the key or keys required to help mount, dismount and replace parts that have brokendown.

8.8 Spare parts

The spareparts ought to be, as from the beginning of the project, be available in the different sales points. A kit of spare parts shall be made available and handed to the Village Water Management Committee.

8.9 Technical and pedagogic brochures

The Contractor ought to make available technical and pedagogic brochures on the mounting, the good functionning, the maintenance and the repairs of the pump.

These brochures shall simultaneously contain three levels of information.

- a) A level that exclusively illustrates the following themes:
- · How to pump correctly (illustrations with photos or drawings).
- How to detect an abnormaly in the fonctionning of the pump.
- How to carry out minor repair works.
- b) A level that gives complete informations on the assembling of the pump for use and for maintenance. All the possible types of breakdowns that can occur should be mentionned as well as the means to remedy the situation.
- c) A complete documentary level about all the aspects of the pump: manufacture, constituent parts, materials used, assembling, current maintenance, important repair works, list of the spare parts and their approximate lifespan, etc.

These brochures shall be delivered with the pump, a copy shall be kept with the Supplier's representative.

Besides, the Contractor should prepare a maintenance form for the pump (as well as extra copies), which shall be kept in the village, and in which all repairs and maintenance works shall be recorded.

8.10 Putting in place of the maintenance system

The Contractor shall take care of the training of two (02) to three (03) pump repairers to carry out minor maintenance and repair works on the installed pump. The training of these pump repairers shall be a condition for the provisional reception of the borehole.

Article 9: Transport, Delivery and installation of pump

The Contractor shall equally take care of the transportation and installation of the pump on the site.

Article 10: Provisional Reception

The materiels to be used ought to undergo a qualitative provisional reception, which shall be based on the administrative and technical documents justifying the quality of the materials used are in conformity with the technical objectives.

This reception shall be later followed by a technical reception which shall take place in the worksite after the installation of the pump and after observing it functioning.

The decision taken during this reception does not liberate the Contractor from his engagements with respect to the deadline as well as the technical specifications.

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

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

Article 11: Conditions for the Final reception

The final reception shall be pronounced after the expiration of the guarantee date which comes one year after the provisional reception. There shall be no specific pumping test during the final reception, but a test of the equipments used in exploiting the groundwater and a survey among the population to confirm the good working order of the pump during the one year guarantee period.

CHAPTER IV: ORIGIN AND QUALITY OF GEOMATERIALS AND CEMENT.

Article 12: Quality and Quantity of Geomaterials.

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

Article 13: Origin and Quality of Sand

The nature and origin of sand remain subject to the approval of the Supervising Engineer. Sand shall be obtained either from rivers or through crushing of rocks. The sand shall be of high quality. It shall be crunchy, stable, clean and shall be free of dust particles, schistose, gypseous or clayey debris and organic matter. It shall contain neither sulphur compounds no substances that can react with cement or metallic reinforcements. The sand component shall be more than 80% and the very fine constituents, with a dimension not exceeding eighty (80) microns that can be eliminated by settling, should be less than four percent (4%). No grain of sand should have a dimension greater than four (4) millimeters. If deemed necessary by the Supervising Engineer, the sand shall be sieved and washed thoroughly before use.

Moreover, filter grade sand shall have a grain size ranging from 0.8mm to 1.2mm inclusive. Furthermore, it shall be fried in order to eliminate algae zygospores, bacteria and/or bacteria spores, fungi and/or fungal hyphae.

Article 14: Originand Quality of Gravel.

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

Article 15: Originand Quality of Stones

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

Article 16: Originand Quality of Cement

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

CHAPTER V: CONCRETE WORKS

Article 17: Preparation of Concrete

Concrete works shall be of three (3) kinds:

 Mass concrete for foundations works; it shall be a mixture of 250kg of cement per m³ of sand and of appropriate thickness.

- ii) Re-enforced concrete for floor and roof slabs and slab covers for storage tanks, valve chambers and interruption chambers; it shall be a mixture of 350kg of cement per m³ of sand and shall be of appropriate thickness.
- Mass concrete for catchment's works; it shall be a mixture of 400kg of cement per m³ of sand.

CHAPTER VI: METHOD OF EXECUTION

Article 18: General Information

18.1 Security at the Work Site

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

18.2 Traffic

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

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

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

Article 19: Stone Masonry

Stone masonry shall be aesthetical and in accordance with structure type and civil engineering rules. Binding mortar shall be a mixture of 400kg of cement per m³ of sand, no grain of which shall have a dimension exceeding 4mm.

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

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

Article 20: Pointing and Plastering

20.1 Pointing

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

20.2 Plastering

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

Article 21: Plumbing Works

By plumbing works include:

Laying of pipes in the trenches

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

21.1 Pipe Specifications

Pipes should meet the physical characteristics presented in table1 below:

Table 1: Physical Characteristics of pipes

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

Tolerances

Ovalization: ± 1mm

Length of pipe: $\pm 1\% => \pm 6$ cm Socket length: ± 0.6 mm

21.1.1 Control Tests for Pipes

i) Length

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

ii) External Diameter

The tolerance shall be \pm 0.3mm for pipes of external diameters between 25mm and 50mm, and \pm 0.4mm for pipes between 63mm and 75mm in external diameter. Before reception, the Supervising Engineer shall verify the external diameters of 15 pipes for every 300 pipes. If 6 or more pipes fail to meet the tolerances prescribed above, he shall reserve the right to reject the whole lot. If 5 pipes fail to meet the tolerance stipulated above, 15 other pipes shall be selected at random from the same lot and verified. If the same results are obtained for 5 pipes, the whole lot shall be rejected.

iii) Thickness

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

Table II: Thickness Verification

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

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

iv) Socket length

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

v) Shrinkage cracks

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

vi) Internal Pressure

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

vii) Impact

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

Table III: Impact Test Schedule

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

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

viii) Labels

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

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

The Contractor shall present to the Supervising Engineer a guarantee certificate from the factory of origin ascertaining that the pipes meet the required standards as described in the forgoing sections.

The Contractor shall arrange for free access to the factory for the Supervising Engineer to enable him request, as required, for all factory tests described in the aforementioned sections to be carried out by the manufacturer.

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

Fittings Specifications

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

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

TABLE IV: SPECIFICATIONS FOR FITTINGS

TABLE IV: SPECIFICATIO
Description of Goods
ADAPTOR UNION 25-1/4"
ADAPTOR UNION 32-1"
ADAPTOR UNION 40-1 1/4"
ADAPTOR UNION 50-1 -1/2"
ADAPTOR UNION 63-2"
ADAPTOR UNION 75-21/3"
AIR VALVES
BALL VALVE 1 1/3"
BALL VALVE 2"
DEC VALVE 0%"
DEC VALVE 0%" DEC VALVE 1 %"
DEC VALVE 11/3"
DEC VALVE 2"
DEC VALVE 2½"
ELBOW 0%"
ELBOW I 1/4"
ELBOW 1 1/3"
ELBOW 2"
ELBOW 2 1/3"
FLOAT VALVE 63
G.I PIPE 01/4"
G.I PIPE 1"
G.I PIPE 1¼"
G.I PIPE 11/4"
G.I PIPE 2"
G.1 PIPE 21/2"
G.I SOCKET 0%"
G.I SOCKET 1¼"
G.I SOCKET 11/3"
G.I SOCKET 2"
G.I TEE 1"
G.I TEE 1¼"
G.I TEE 11/3"
G.I TEE 2"
G.I TEE 21/2
NIPPLE 0%"
NIPPLE 1"
NIPPLE 11/4"

NIPPLE 2" NIPPLE 2½" PVC ELBOW 63 PVC RED SOCKET 40-32 PVC RED SOCKET 50-40
NIPPLE 2½" PVC ELBOW 63 PVC RED SOCKET 40-32
PVC ELBOW 63 PVC RED SOCKET 40-32
PVC RED SOCKET 40-32
DVC DED SOCKET 40 40
TYC KED SOCKET 30-40
PVC RED SOCKET 63-50
PVC RED SOCKET 75-50
PVC RED SOCKET 75-63
PVC TEE 32
PVC TEE 40
PVC TEE 50
PVC TEE 63
PVC TEE 75
PVC VALVE 32
PVC VALVE 40
PVC VALVE 50
PVC VALVE 63
PVC VALVE 75
REDUCER G.I.1"-¼"
PVC RED SOCKET 75-63
SADLE PIECE 32-1"
SADLE PIECE 40-1
SADLE PIECE 50
SADLE PIECE 50-1"
SADLE PIECE 63
SADLE PIECE 63-1"
SADLE PIECE 75-1"
TAP 0%"
UNION 0%"
UNION 1"
UNION 1 ¼"
UNION 1 1/2"
UNION 2 "
UNION 2½"
NON RETURN VALVE 2"
GEBAJOINT
GLUE 1 kg
HERM (ROLL)

Article 22: Piping

22.1 Description

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

22.2 Care/Laying of Pipes

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

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

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

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

Only skilled plumbers shall be employed on any plumbing work.

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

22.3 Method of Determining Quantity of G.I and PVC Piping Laid

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

22.4 Pipeline Indicators

Concrete indicators shall be implanted along the pipeline at an interval of 50m so as to locate the passage of the one meter (1m) buried pipes.

CHAPTER VI: CONSTRUCTION METHODS

Article 23: Setting out of Works

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

Article 24: Excavation of Trenches

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

Article 25: Backfill

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

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

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

The following state the type of equipment need for the works

TRANSPORTATION	SITE HEAVY EQUIPMENT	SITE TOOLS	TOOLS FOR OPERATIVES
At least a 7ton tipper	Concretemixer	Plairs&screwdriver	Trowel
(01) 4x4wd vehicle	Concreteneedlevibrator	Spades	Measuring tape
	Wheel barrows	Shovels	Protective clothing and shoes
		Cutlasses, buckets,	
	en e	Measuringtoolsete	

Document n°6: Schedule of Unit Prices

General remarks Schedule of prices and detailed estimates

- The Schedule of prices must be taken into account by the bidder jointly with the General Regulations of the invitation to tender, the General and Special Administrative Conditions and the Technical Specifications and the plans.
- 2. The quantities specified in the Bill of Quantities and Estimates are estimated quantities and provisional. They shall be a common base for the evaluation of offers and the award of the contract. The base of regulations shall be the real quantities of ordered and executed works such as measured by the contractor and verified by the Project Manager and evaluated at the rate and price specified in figures in the Schedule of prices presented by the contractor in his/her offer.
- 3. Except otherwise stated in the contract, the prices offered by the contractor in the Schedule of prices in figures included in his/her offer must include all the construction installations, labour, supervision, building materials, mounting, maintenance, insurance, overheads and profits, taxes, duties and dues as well as coverage for general risks, commitments and other obligations implicitly specified in contract.
- 4. A price must be indicated for each item in the bill of quantities and estimates in figures, whether the quantities are specified or not. The cost of items for which the contractor did not indicate a price shall be considered as being covered in the bill of quantities and estimates in figures.
- 5. The complete cost in accordance with the provisions of the contract should be included in the items specified in the Schedule of prices and the Bill of Quantities and Estimates in figures. Where an item is not specified, the corresponding cost shall be considered as having been distributed among the other prices mentioned.
- 6. The general indications and the description of works and building materials are not necessarily repeated or summarized in the Schedule of prices and the Bill of Quantities and Estimates included in the Tender File. The references, explicit or implicit, to the appropriate sections of the file must be considered before giving a figure to the prices for each item of the Schedule of prices and bill of quantities and estimates in figures submitted in the offer.
- During the evaluation of offers, possible arithmetical errors noticed in the Schedule of prices
 and the Bill of Quantities and Estimates will be corrected according to the provisions of article
 28 of the General Regulations of the invitation to tender.
- The method used to establish executed services in view of the regulations must be in accordance with the norms and directives mentioned in the Special Technical Conditions of the invitation to tender.

UNIT PRICE SLIP (UPS) OF THE CONSTRUCTION OF FIVE BOREHOLES EQUIPPED WITH SOLAR PUMPS AND 10M ELEVATED PLASTIC STORAGE TANKS IN SOME LOCALITIES IN BAMENDA (PHASE 2, THREE BOREHOLES) Unit Prices in No Description of Tasks and Unit Prices in words figures (F.CFA) exclusive of taxes 100 PRELIMINARY WORKS Site Selection: This price remunerates under the general conditions previewed in the contract in LUMP SUM hydro-geologic, geophysical studies 101 and implantation. The LUMP SUM at FCFA Mobilization: This price remunerates under the general conditions previewed in the contract in LUMP SUM the deployment and redeployment 102 of tools and equipment. The LUMP SUM at FCFA 200 DRILLING WORKS Installation and withdrawal of motorized drilling rid and other equipment]: This price remunerates under the general conditions previewed in the contract in UNITS the pumping and recharge test [Aquifer test]. 201 The UNIT at FCFA Air Rotary Drilling: This price remunerates under the general conditions previewed in the contract in LINEAR METRE air rotary drilling of O 9" 7/8 202 in unconsolidated loose formations. The LINEAR METRE at FCFA Installation and removal of temporal casing: This price remunerates under the general conditions previewed in the contract in LINEAR METRE the installation and removal of temporal PVC or metallic casing of Ø 175-195mm. 203 The LINEAR METRE at FCFA Air Rotary and Percussion Drilling: This price remunerates under the general conditions previewed in the contract in LINEAR METRE Air Rotary and Percussion Drilling with the down-the -hole hammer of O 6" 1/2 to 6" 204 16). The LINEAR METRE at FCFA 300 DESIGN - CLEANING & DEVELOPMENT - PUMPING TEST The supply and installation of PVC casing: This price remunerates under the general conditions previewed in the contract in LINEAR METRE the 301 supply and installation of PVC casing of Ø 112 - 125mm. The LINEAR METRE at FCFA The supply and installation of PVC screen: This price remunerates under the general conditions previewed in the contract in LINEAR METRE the supply and installation of PVC screen of O 112 - 125mm with slot openings of 302 Ø≤2mm.

The LINEAR METRE at FCFA

303	The supply and putting in place of a gravel pack: This price remunerates under the general conditions previewed in the contract in LINEAR METRE the Supply and putting in place of a gravel pack of a quartzeous nature and calibrated: (1 - 2mm) or (2 - 4mm).	
	The LINEAR METRE at FCFA	
304	Putting in place of the borehole cap, sand, back-filling and cementing: This price remunerates under the general conditions previewed in the contract in LUMP SUM the Putting in place of the borehole cap, sand, back-filling and cementing.	
	The LUMP SUM at FCFA	
305	Cleaning and Development of the borehole by the air-lift method: This price remunerates under the general conditions previewed in the contract in LUMP SUM the cleaning and development of the borehole by the air-lift method.	
	The LUMP SUM at FCFA	
306	Pumping and Recharge test [Aquifer test]: This price remunerates under the general conditions previewed in the contract in UNITS the pumping and recharge test [Aquifer test].	
	The UNIT at FCFA	
307	Sampling and physico-chemical analysis of water: This price remunerates under the general conditions previewed in the contract in UNITS the sampling and physico-chemical Analysis of water from the borehole.	
	The UNIT at FCFA	
308	Disinfection of the borehole: This price remunerates under the general conditions previewed in the contract in LUMP SUM the Putting in place of the borehole cap, sand, back-filling and cementing.	
	The LUMP SUM at FCFA	
400	SUPERSTRUCTURE: SOLAR PUMP INSTALLATION AND PIPING NETWORK	2000
401	Purchase and installation of a submersible hybrid solar pump: This price remunerates under the general conditions previewed in the contract in LUMP SUM the purchase and installation of a submersible hybrid solar pump (model: Q:4.2m3/h, 1500w TMH100-150m with controller). Electrical cables and protective diameter PVC pipe 32mm NP10 for automatic control system with floaters, control board and other accessories inclusive.	
	The LUMP SUM at FCFA	
402	The supply and fitting of PVC Ø 32mm/40mm NP16: This price remunerates under the general conditions previewed in the contract in LINEAR METRE the supply and fitting of PVC Ø 32mm/40mm NP16 (from borehole to 12m elevated storage tank 10m3 (pumping network).	
	The LINEAR METRE at FCFA	
403	Construction of three (03) taps: This price remunerates under the general conditions previewed in the contract in LUMPSUM the construction of four (04) taps.	

	The LUMPSUM at FCFA	
404	Construction of a hook to install the pump and slap concrete for head of borehole: This price remunerates under the general conditions previewed in the contract in UNIT the construction of a hook to install the pump and slap concrete for head of borehole The UNIT at	
406	Purchase and installation of charge controller with automatic operation of 48A/12V or equivalence: This price remunerates under the general conditions previewed in the contract in UNIT the Purchase and installation of charge controller with automatic operation of 48A/12V or equivalence	
407	The UNIT at	
408	Purchase and Installation of Earth switch: This price remunerates under the general conditions previewed in the contract in UNIT the Purchase and Installation of Earth switch The UNIT at	
109	Supply and Installation of Surge Arrester, AC 30 A/Legrand: This price remunerates under the general conditions previewed in the contract in UNIT the Supply and Installation of Surge Arrester, AC 30 A/Legrand The UNIT at	
410	Supply and installation of automatic control system with a flotter and all necessary accessories for the pumping system: This price remunerates under the general conditions previewed in the contract in UNIT the Supply and installation of automatic control system with a flotter and all necessary accessories for the pumping system The UNIT at	
500	INSTALLATION OF SOLAR PANEL	
501	Construction and installation of roof steel bracket mounted: This price remunerates under the general conditions previewed in the contract in UNIT the Construction and installation of roof steel bracket mounted The UNIT at	

502	Purchase and installation of solar panel (350/320W/36V) monocristalline: This price remunerates under the general conditions previewed in the contract in UNIT the Purchase and installation of solar panel (350/320W/36V) monocristalline	
	The UNIT at FCFA	
503	purchase and installation of PV cable(panels to controller) 4mm2: This price remunerates under the general conditions previewed in the contract in LINEAR METRE the purchase and installation of PV cable(panels to controller) 4mm2.	
	The LINEAR METRE at FCFA	
504	purchase and installation of pump cable 4x2.5m2: This price remunerates under the general conditions previewed in the contract in LINEAR METRE the purchase and installation of pump cable 4x2.5m2.	
	The LINEAR METRE at FCFA	
505	purchase and supply of MC4 connector: This price remunerates under the general conditions previewed in the contract in UNIT the purchase and supply of MC4 connector	
	The UNIT at FCFA	
506	supply and installation of electrical control box: This price remunerates under the general conditions previewed in the contract in UNIT the supply and installation of electrical control box	
_	The UNIT atFCFA	
507	construction of a metal rooftop wrack + metalic door with all suggestion for panel and accessories protection: This price remunerates under the general conditions previewed in the contract in LUMP SUM the construction of a metal rooftop wrack + metalic door with all suggestion for panel and accessories protection.	
	The LUMP SUM at FCFA	
508	Control room with metallic door (2mx2mx2m): This price remunerates under the general conditions previewed in the contract in LUMP SUM the Control room with metallic door (2mx2mx2m).	
	The LUMP SUM at FCFA	
600	ELEVATED TANK AND PIPING NETWORK (10m²)	
601	Construction of 2x2x12m height vertical pillars (25X25cm) chained at every 2m with cross beams (25x25cm) and the top slap 15cm in reinforced concrete PC 350kg concrete tower: This price remunerates under the general conditions previewed in the contract in LUMPSUM the Construction of 2x2x12m height vertical pillars (25X25cm) chained at every 2m with cross beams (25x25cm) and the top slap 15cm in reinforced concrete PC 350kg concrete tower.	
	The LUMPSUM atFCFA	
602	Purchase and installation of 10m³ polyethylene vertical water storage tank with drainage and overflow provisions inclusive: This price remunerates under the general conditions previewed in the contract in LUMP SUM the Purchase and installation of 10m³ polyethylene vertical	

	water storage tank with drainage and overflow provisions inclusive.	
	The LUMP SUM at FCFA	
603	Installation of a metalic ladder (12m): with This price remunerates under the general conditions previewed in the contract in LUMPSUM the Installation of a metalic ladder (12m) The LUMP SUM at	
604	Construction of a pump house at the ground floor of the water tower: with This price remunerates under the general conditions previewed in the contract in LUMPSUM the Construction of a pump house at the ground floor of the water tower The LUMP SUM at	
605	Purchase and installation panaflexe Ø32: This price remunerates under the general conditions previewed in the contract in LINEAR METER Purchase and installation panaflexe Ø32.	
606	The LINEAR METER at	
700	PROJECT SUSTAINABILITY PROJECT SUSTAINABILITY	14/11/14
701	Training and putting in place of a water management committee+ training of two(02) pump caretakers: This price remunerates under the general conditions previewed in the contract in LUMPSUM the Training and putting in place of a water management committee. The LUMPSUM at	
702	Supply of tool box with spare part: This price remunerates under the general conditions previewed in the contract in UNIT the Supply of tool box with spare part The UNIT at	
703	Environmental impact notice: This price remunerates under the general conditions previewed in the contract in UNIT the Environmental impact notice	
	The UNIT at FCFA	

Document n°7: Bill of Quantities and Estimates

BILL OF QUANTITIES AND COST ESTIMATES FOR THE CONSTRUCTION OF FIVE BOREHOLES EQUIPPED WITH SOLAR PUMPS AND 10M ELEVATED PLASTIC STORAGE TANKS IN SOME LOCALITIES IN BAMENDA (PHASE 2, THREE BOREHOLES)

NO	WORK DESCRIPTION	UNIT	QTY	UNIT PRICE (FCFA)	TOTAL PRICE
	100 GENERA	L SITE I	NSTALLATION		
101	Site selection: Hydrogeological, geophysical studies and implantation	LS			
101	Mobilization: transportation of materials	LS	1		
102	and equipments	LS	1		
	Sub Total 1	100	-		
200		Drilling	works		
201	Installation and withdrawal of Motorized drilling rig and other equipment	U	1		
201	Air Rotary Drilling of O 9"7/8 in unconsolidated loose formations	LM	25		Parent Roy 2
202	Installation and removal of temporal PVC or metallic casing of Ø 175-195mm	LM	25		
203	Air rotary and percussion drilling with the down the hole hammer of Ø 6" 1/2 to ¼ in hard rock	LM	40		
	Sub Total 200				
300	Design - Cleaning And Developm	ent -Pump	ping Test		
301	Supply and installation of PVC casing of O112- 126.6mm	LM	40		
302	Supply and installation of PVC screen Ø112-126.6mm with slot opening of Ø >>2mm	LM	20		10101111
303	Supply- and putting in place of a gravel pack of a quartzeous nature and calibrated: (0.5-1mm)	U	1		
304	Putting in place of borehole cap, sand, back filling and cementing	U	1		
305	Cleaning and development of the borehole by the air lift method	U	1		
306	Pumping and recharge test (aquifer test)	U	1		
307	Sampling and physico-chemical analysis of water from the borehole	U	1		
308	Disinfection of the borehole	U	1		
	Sub total 300		-		
400	Superstructure, solar pump insta	llation and	d Piping		
401	Installation of a submersible Hybrid solar pump: Q:4.2m3/h, 1500w TMH100- 150m with controller	LS	1		
402	Installation of protective PVC Pipe 32mm/40mm for automatic control system with floater	LS	1		

102	Construction of water point with three stand taps, Tilling, piping with all	LS	2	
403	Construction of a hook to install the pump and slap concrete for head of			
404	borehole	U	1	
405	Supply and installation of cable with sectional area ≥14mm ²	lm	150	
406	Purchase and installation of charge controller with automatic operation of 48A/12V or equivalence	u	1	
	Supply and installation of metal			
407	framework for solar system stand	No	2	- A
408	Purchase and Installation of Earth switch	No	1	
	Supply and Installation of Surge Arrester,			
409	AC 30 A/Legrand	No	1	
410	Supply and installation of automatic control system with a flotter and all necessary accessories for the pumping system	U	1	
	SUB TOTAL IV			
500	V: INSTALLATION OF SO	LAR PAN	EL	
501	Construction and installation of roof steel bracket mounted	U	2	
502	Purchase and installation of solar panel (350/320W/36V) monocristalline	w	6	
503	purchase and installation of PV cable(panels to controller) 4mm2	LS	160	76 5 1
504	purchase and installation of pump cable 4x2.5m2	m	200	
505	purchase and supply of MC4 connector	ls	1	
506	supply and installation of electrical control box	u	1	
507	construction of a metal rooftop wrack + metalic door with all suggestion for panel and accessories protection	ls	2	
508	Control room with metallic door (2mx2mx2m)	LS	1	
	SUB TOTAL 50	and the latest desiration of the latest desira		- 11
600	ELEVATED TANK AND PIPING	NETWO	RK (10m³)	A CONTRACTOR
601	Construction of 2x2x12m height vertical pillars (25X25cm) chained at every 2m with cross beams (25x25cm) and the top slap 15cm in reinforced concrete PC 350kg concrete tower with embedded protected metallic ladder and a roof made up of racks for the installation of solar modules with all other necessary works.	ls		

602	Purchase and installation of 10m³ polyethylene vertical water storage tank with drainage and overflow provisions inclusive.	ls	1	
603	Installation of a metalic ladder (12m) with protective device surrounding it embedded on the ground and walls of the cross beams	ls	1	
604	Construction of a pump house at the ground floor of the water tower (2x2x2.5)m with 15x20x40cm cement blocks, with Installation of a metallic door of 90x210cm with a padlock. Rendering and Painting of the walls with blue Pantex oil paint	ls	1	
605	Purchase and installation panaflexe Ø32	lm	400	
606	Construction of a fence with honey mesh and footing of G.I 1/1/2" pipe embedded in mass concrete to protect the borehole	ls	1	
700	SUB TOTAL 60	The state of the s		
/00	PROJECT SUSTAINA	BILITY		
701	Training and putting in place of a water/solar management committee+ training of two(02) pump caretakers	session	2	
702	Supply of tool box with spare part	U	1	
703	Environmental impact notice	U	1	
	SUB TOTAL V			
12	A) Total exclusive taxes (TET) For one bore			
	B) Total exclusive taxes (TET) For three bor			
	C) VAT (19.25% of B)	1000		
	D) AIR (2.2% of B)			
1.51	Total inclusive taxes (TIT) = B + C			
	Net Amount to be Paid = B - D			
	Closed at the sum of:		inclusive of tax	es.

NB: The above quantities are applicable to this phase

I

I

Document n°8: Sub Unit Price Details

SUB-UNIT PRICE DETAIL

N° price	Daily output / day		Total Quantity		Duration (days)
	Category	Number	Daily Salary	Days paid	Amount
Ē	Site engineer				
S	Site foreman				
3	Team chiefs				
3	Administrative staff				
WORKMANSHIP	Driver				
=	Specialised Technicians				
	Labourers				
	Total A				
NT	Туре	Quantity	Daily rate	Days paid	Amount
MACHINES OR EQUIPMENT					
85	Pickup for follow-up				
MY E	Small equipment				
	Total B				
DIVERSES MATERIALS	Type	Quantity	Unit Price	Consumptio n	Amount
Ξ≦					
_	Total C				
D	TOTAL DRY PRICE A+B+C				
E	General site expenses		X%	DxX%	1
F	General head office expenses		Y%	DxY%	
G	TOTALCOST PRICE			D+E+F	
н	Risks + benefits		Z%	GxZ%	
P	TOTAL COST PRICE WITH TAXES	IOUT		G+H	
v	SELLING UNIT PRICE WITHOUT TAXES		7	P/QTE	

Document n°9: Model of Contract

REPUBLIC OF CAMEROON Peace - Work - Fatherland



REPUBLIQUE DU CAMEROUN Paix -Travail - Patrie

MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT

BAMENDA CITY COUNCIL

DEPARTMENT OF PUBLIC CONTRACTS AND PROCUREMENT

AWARDED THE OF 23/05/2024 FO PUMPS AND 10	ROUGH OPEN NATION OR THE CONSTRUCT	S/SPCP/2024 OF2024 VAL INVITATION TO TENDER N°006/ONIT/BCCITB/2024 ION OF FIVE BOREHOLES EQUIPPED WITH SOLAR C STORAGE TANKS IN SOME LOCALITIES IN HOLES).
HOLDER:		
	TEL	***************************************
	t	
Account No	at	
	Agency of	
SUBJECT: THE	CONSTRUCTION OF	FIVE BOREHOLES EQUIPPED WITH SOLAR PUMPS
	VATED PLASTIC STO EE BOREHOLES)	RAGE TANKS IN SOME LOCALITIES IN BAMENDA
DURATION:	***************************************	DAYS
AMOUNT:		FCFA TTC
	IAT	
	EVAT	
	VAT (19.25%) AIR (2.2 %)	
	Net to be paid	
	Net to be paid	
FINANCING: B	AMENDA CITY COUN	CIL BUDGET FOR 2023 FINANCIAL YEAR
		SUBSCRIBED on
		NOTIFIED on
		REGISTERED on

BETWEEN:	
THE BAMENDA CITY COUNCIL, represented by the to as the "Contracting Authority".	City Mayor of Bamenda City Council, herein referred
ON ONE HAND,	
AND	
THE ENTERPRISE: P.O Box: Tel: RC N° Registration N°	
"The Contractor"	, herein referred to as
ON THE OTHER HAND,	
IT HAS BEEN AGREED AND CONCLUDED AS FOLI	LOWS:

SUMMARY

Part I: Special Administrative Clause (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices

Part IV: Details or Estimate

I

construction of f	ive boreholes equipped wit n Bamenda (phase 2, three	o tender N°006/ONIT/BCCITB/2024 of 23/05/2024 for the h solar pumps and 10m elevated plastic storage tanks in boreholes).
TO The enterpri	se	B.P
DURATION:	***************************************	Months
AMOUNT OF	CONTRACT IN FCFA:	
	IAT	
	EVAT	
	VAT (19.25%)	
	AIR (2.2 %)	
	Net to be paid	IN IT SHEET THE SHEET SH
READ A	ND APPROVED BY THE	THE CITY MAYOR OF THE BAMENDA

READ AND APPROVED BY THE ENTREPRENEUR	THE CITY MAYOR OF THE BAMENDA CITY COUNCIL
BAMENDA, the	BAMENDA, the

Document n°10: Model FORMS

Annex No. 1: Model tender

I the undersigned Mr
Taxpayer nº
Acting on the name and on behalf of ETS P.O. BOX
After having taken knowledge, of all relative files of the present contract document for the construction of five boreholes equipped with solar pumps and 10m elevated plastic storage tanks in some localities in Bamenda (phase 1, two boreholes)
1 Submit and commit to execute the works in accordance with the invitation to tender file according to the prices that I have fixed after having appreciated to my point of view and under my responsibility, the nature and the benefit, which make up the sum of
Amount in figures FCFA TTC:
2 - Commit to undertake from the receipt of the service order to begin works given out by the Contracting Authority, the setting up of the personnel for the works and the material as foreseen in the terms of the contract file.
3 - Declare that this tender remains valid within ninety (90) days counting from the limit date of th submission of the bid.
4 - Commit to respect the duration of three (03) months foreseen by the planning of execution of th works that I myself have established.
5 - Affirm by right at the risk of termination that I have not fallen as well as the enterprise for which act, under the influence of legal interdictions decreed in the Republic of Cameroon.
Done at on

ANNEX No. 2: MODEL BID BOND

Bank
Reference of guarantee: No
To the City Mayor of the Bamenda City Council
Republic of Cameroon
Invitation to Tender No
BID BOND FOR THE EXECUTION FOR THE construction of five boreholes equipped with solar pumps and 10m elevated plastic storage tanks in some localities in Bamenda (phase 2, three boreholes). The Contractor (5)
The Contractor (5)
To this effect, and in keeping with the conditions stated in the Tender file, the bidder shall present to the City Mayor of the Bamenda City Council acting in the capacity of Contracting Authority, a bid bond amounting to CEA France.
bond amounting to CFA Francs
By this guarantee, we irrevocably commit ourselves, without any argument or delay, to pay into an account indicated by the City Mayor of the Bamenda City Council, the amount of the guarantee at the first written request, as soon as the latter shall inform us in writing that the bidder does not keep the commitment he took in his tender.
The request for payment of guarantee shall be countersigned by the City Mayor of the Bamenda City Council. This guarantee shall be released latest thirty (30) days after the expiration of the validity of the bids or after presentation of the performance bond in the case where the enterprise is the successful bidder.
The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.
Done at
Mr (Messrs)
(5) Bidder Signature(s) & stamps
(6) Stated in the Special regulations governing the invitation to tender
(7) Bank

ANNEX No. 3: MODEL OF PERFORMANCE BOND (RETENTION FUND)

Bank:
Reference of bank guarantee:
N°
To the City Mayor of the Bamenda City Council (Contracting Authority)
The enterprise
SECURITY BOND FOR THE GUARANTEE OF GOOD EXECUTION OF WORKS OF THE construction of five boreholes equipped with solar pumps and 10m elevated plastic storage tanks in some localities in Bamenda (phase 2, three boreholes).
We, Bank
and
covering the guarantees, engagement and other liabilities being incumbent upon the entrepreneur because of the contract of an amount equal to
We, Bank
All that could be due the City Mayor of the Bamenda City Council by the entrepreneur because the entrepreneur would not fulfil one or several of his/her engagement as stipulated in his/her bid.
A mobilisation request of this present guarantee will be object of a justifying recommended letter with accused receipt and copy to the entrepreneur clearly formulating completely the reasons of this request.
This present banking guarantee will enter in force at the date of notification of the contract to the entrepreneur.
The original of this present guarantee will be preserved in the services of the City Mayor of the Bamenda City Council.
This guarantee will be released within sixty (60) days counting from the date of the provisional reception of works.
After this date, the guarantee will be without object and should be returned to us without express demand of our part.
The law as well as the jurisdiction applicable to this guarantee are those of the Republic of Cameroon.
Done at

ANNEX No. 4: DECLARATION FORM

THE MODEL UNDERTAKING BY THE BIDDER

Name of project:
For the construction of five boreholes equipped with solar pumps and 10m elevated plastic storage
tanks in some localities in Bamenda (phase 2, three boreholes).
I (We) the undersigned (8)
Acting in the capacity of (9)in the name and on behalf of
(10)
by virtue of the power vested in me (us), domiciled at P.O. Box (Town)
telephone N° after having studied all the documents of the
tender file relating to the Invitation to Tender N°, and after having
assessed in my (our) point of view and under my (our) responsibility the nature and difficulties
entailed with the execution of the job, I (we) do hereby tender and commit myself (ourselves) to carry
out works for the construction of five boreholes equipped with solar pumps and 10m elevated plastic
storage tanks in some localities in Bamenda (phase 2, three boreholes), in keeping with the terms and
conditions of the tender file.
I commit myself (We commit ourselves) in case my (our) tender is retained, to execute the contract
within
contract.
I hereby commit myself (We hereby commit ourselves) to maintain the amount of my (our) tender for
a period of sixty (60) days with effect from the deadline for submission of bids.
Done at on
General Manager
Signature(s)
Biddder(s)
For companies, indicate:
The company (company or trade name, form, nationality and registered office)
« represented by the undersigned » (name, first name and status)
For companies without a legal status, indicate:
101 Companies without a regal status, indicate.
« We, the undersigned,»
(For each person: name, first name, company name, nationality, location of the registered office)
« Constituted in a group of companies for the execution of this contract, jointly commit ourselves
(8) 21 - 6 - 1
(8) Name, first name, profession, residence
(9) Position in the enterprise
(10) Company name

I

ANNEX No. 5: MODEL OF START-OFF ADVANCE BOND

Bank
Reference of guarantee No
To the City Mayor of the Bamenda City Council Mezam Division
Republic of Cameroon
Invitation to Tender N°
Intriación to Tender 141 Intrinsiano
BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE RELATING TO THE CONSTRUCTION WORKS
We (Bank) have been informed that a contract has been signed
by City Manager Action Council acting in the capacity of Contracting
between the City Mayor of the Bamenda City Council, acting in the capacity of Contracting
Authority, and, acting as contractor for the construction of five
boreholes equipped with solar pumps and 10m elevated plastic storage tanks in some localities in
Barnenda (phase 1, two boreholes).
In compliance with the provisions of Article of Contract No, the contractor shall
be bound to present to the City Mayor of the Bamenda City Council, Contracting Authority, a bank
guarantee with the purpose to assure the refund of the start-off advance granted to the enterprise and
amounting to CFA Francs
We,
The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification with confirmation of receipt and a copy to the contractor clearly stating and
supplementing the reasons for his request. This letter shall be countersigned by the City Mayor of the
Bamenda City Council.
The bank guarantee shall take effect as from the date of payment of the start-off advance. The original of this guarantee shall be kept by the Council Internal Tenders Board. The guarantee shall be released upon refund of the full amount of the advance. After this date, the guarantee shall no longer apply and
upon retund of the full amount of the advance. After this date, the guarantee shall no longer apply and
shall be returned to us without express request.
The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of
Cameroon.
Done at, on
Mr (Messrs)
Signature(s) & stamps of the bank

ANNEX No. 6: SUB-UNIT PRICE DETAIL

N° price	Daily output			Total Quantity		
	/ day					
	Category	Number	Daily Salary	Days paid	Amount	
Ē	Site engineer					
2	Site foreman				- 37-55	
3	Team chiefs					
3	Administrative staff					
WORKMANSHIP	Driver					
=	Specialised Technicians					
	Labourers					
	Total A					
NT	Туре	Quantity	Daily rate	Days paid	Amount	
MACHINES OR EQUIPMENT	Pickup for follow-up					
	Small equipment					
	Total B					
2 3					1000	
DIVERSES MATERIA LS	Type	Quantity	Unit Price	Consumption	Amount	
έ¥.	Total C					
D	TOTAL DRY PRICE A+B+C					
E	General site expenses		X%	DxX%		
F	General head office expenses		Y%	DxY%		
G	TOTALCOST PRICE			D+E+F		
н	Risks + benefits		Z%	GxZ%		
P	TOTAL COST PRICE WITHOUT TAXES			G+H		
v	SELLING UNIT PRICE WITHOUT TAXES			P/QTE		

ANNEX No.7: MODEL OF COMMITMENT OF AVAILABILITY

To Whom It May Concern:

Subject: COMMITMENT OF AVAILBILITY.

I the undersigned, (s	specify Name, qualification -dipl	oma or certif	ficate) and h	older of N	ationa
Identity Card Nº	issued on	at	T	el:	i
committed and will be avai	lable to work as (specify post oc	cupied) with	(name of er	nterprise)if	Ope
National Invitation to Ter	nders No. 001/			for	
(indicate the name of projec	t) is awarded to ETS .				
	Done	at	the		
		Sign;			

ANNEX No. 8: MODEL REFERENCES OF THE ENTERPRISE

The most representative services and similar to those described in the Special technical conditions above over the last five years

Nº	Year	Contract	Purpose	Funding	Amount (ATI) (CFAF)	Acceptance date
1						
2						
						-

NB: for each contract named in the above board, please joint:

- Photocopy of first and last pages of the contract,
- Photocopy of provisional (or final) acceptance report.

Done on, at	
Mr (Messrs)	
Signature(s)	

ANNEX No. 9: MODEL EQUIPMENT LIST.

DESIGNATION	NUMBER	AGE-STATE	ORIGIN	STATUS

ANNEX Nº10: KEY STAFF

	NAME	QUALIFICATION	EXPERIENCE	FUNCTION
ADMINISTRATIVE AND TECHNICAL STAFF OF THE ENTERPRISE				
SUPPORT STAFF				

ANNEX No 11: SITE VISIT REPORT [not more than five (05) pages]

I)	INTRODUCTION	
TENDEI NAME (DATE: II) COM II-1)	R N° (with project title)	IME:
	pography of the site	
	AILABILITY OF SERVICES (water, electricit	y, etc)
	AVAILABILITY OF CONSTRUCTIONAL	
	V) CONCLUSION	
	SIGNA	ATURES:
	Visa of project owner or Representative	Contractor's Engineer

Document n°11: List of Banking Establishments

BANKS

- Afriland First Bank
- BanqueAtlantique
- Banque Gabonaise pour le Financement International (BGFI BANK)
- Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
- CITI Bank
- Commercial Bank of Cameroon (CBC)
- 7. Ecobank
- 8. National Financial Credit Bank
- Société Camerounaise de Banque au Cameroun
- Société Générale de Banque au Cameroun
- Standard Chartered Bank Cameroon
- 12. Union Bank of Cameroon
- 13. United Bank for Africa.

This list is not exhaustive as other qualified can be accepted.

II- Insurance companies

- 14. Chanas Insurance;
- Activa Insurance ;
- Zinethe Insurance.

NB: the list above is not exhaustive.

Document n°12: Graphical Documents

