

RÉPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

**MINISTÈRE DE LA DÉCENTRALISATION
ET DU DÉVELOPPEMENT LOCAL**

RÉGION DU NORD OUEST

DÉPARTEMENTALE DE MOMO

COMMUNE DE BOFFE WIDIKUM



REPUBLIC OF CAMEROON

Peace – Work – Fatherland

**MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT**

NORTH WEST REGION

MOMO DIVISION

WIDIKUM BOFFE COUNCIL

OPEN NATIONAL INVITATION TO TENDER IN EMERGENCY PROCEDURE

TENDER FILE

**N°003/ONIT/WIDIKUM BOFFE COUNCIL/WBCITB/2024 OF 20/6/2024
FOR THE CONSTRUCTION OF MINI-HYDRO PLANT IN MENKA (PHASE
II) IN WIDIKUM BOFFE SUBDIVISION IN MOMO DIVISION, NORTH WEST
REGION**

PROJECT OWNER/CONTRACTING AUTHORITY: THE MAYOR OF WIDIKUM BOFFE COUNCIL

TENDER'S BOARD: WIDIKUM BOFFE COUNCIL INTERNAL TENDER'S BOARD

FUNDING: PUBLIC INVESTMENT BUDGET 2024 MINEE

AUTHORIZATION N°:

RECORD N°

Lot	NAME OF PROJECT	Amount of the project CFAF	Amount Bid Bond CFAF	Cost tender file CFAF
Lot 1	Construction of a Mini Hydro plant in Menka phase II	50,000,000 (Fifty million)	1,000,000 (One million)	65,000 (Sixty five thousand)

CONTENT OF THE TENDER DOCUMENT (TD)

Doc 1 : Tender notice (TN) (English and French version)

Doc 2 : General Rules of the Tender Document (GRTD)

Doc 3 : Specific Rules of the Tender Document (SRTD)

Doc 4 : The special Administrative Clause document (CCAP)

Doc 5 : The Technical Specifications document (CPT)

Doc 6 : Schedule of Unit Prices (BPU)

Doc 7 : Schedule of the Bill of Quantities and Cost Estimates (DQE)

Doc 8 : Frame Work of breakdown of Prices

Document No. 9: Draft Contract

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

10.1 Model of tender letter;

10.2 Model of Bid Bond (Temporary Bank guarantee for tender) ;

10.3 Model of final bid bond (final bank guarantee) ;

10.4 Model of bank guarantee for the restitution of start-up advance ;

10.5 Model of The Attestation of site visit;

10.6 Model of Information on the proposed key personnel to be deployed ;

10.7 Recapitulative Model form for the company references ;

10.8 Model form for power of attorney (in case of joint ventures) ;

10.9 Model form of agreement for joint-venture ;

Document No. 11: Noting sheet for the Technical Bid;

Document No. 12: List of banking establishments and financial bodies authorised to issue bonds for public contracts.

Document No. 1:
TENDER NOTICE

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NORTH WEST REGION

MOMO DIVISION

WIDIKUM BOFFE COUNCIL

TENDER NOTICE IN EMERGENCY PROCEDURE

TENDER FILE

**N° 007/ONIT/WIDIKUM BOFFE COUNCIL/ WBCITB/2024 OF 20/06/2024
FOR THE CONSTRUCTION OF MINI HYDRO PLANT IN MENKA (PHASE II), WIDIKUM BOFFE
SUBDIVISION IN MOMO DIVISION, NORTH WEST REGION**

**FUNDING: BIP 2024 MINEE
IMPUTATION:**

1. Subject of the invitation to tender:

The Mayor of Widikum Boffe Council; Contracting Authority, initiates on behalf of the Republic of Cameroon, an Open National Invitation to Tender for the construction of Mini Hydro plant Widikum and Menka phase II in Widikum Boffe Subdivision in Momo Division, North West Region.

2. ALLOTMENT:

The works subject to this invitation to tender, are presented in one lots, following the description below:

Lot	NAME OF PROJECT	Amount of the project CFAF	Amount Bid Bond CFAF	Cost tender file CFAF	Type of intervention
Lot 1	Construction of a Mini Hydro plant in Menka (phase II)	50,000,000 (Fifty million)	1,000,000 (One million)	65,000 (Sixty five thousand)	Construction

3. Nature of Works:

SERIE 000: studies and surveys

A preliminary survey of hydropower potential in the form of brief topographic and geological survey, hydrological survey, head measurements, nearby precipitation observation data, etc

SERIE 100: INSTALLATIONS

Site Installation

Bring & Folding of Equipment

Project Launching and sensitization

SERIE 200: CLEANING AND SITE PREPARATION

Clearing of Vegetation

Removing of undesired rocks and cutting of tress
Construction of water diversion
Preparation of powerhouse surface
Clearing and tracing the evacuation corridor

SERIE 300 : CONSTRUCTION OF THE WEIR

Construction of the diversion
Construction of water inlet canal into the weir
Construction of a weir with overflow spillway.

SERIE 400 : CONSTRUCTION THE PENSTOCK

Supply and installation of penstock pipes of diameter 300mm
Construction of side and anchoring blocks, air vents

SERIE 500 : CONSTRUCTION OF POWER HOUSE

Construction of power house
Purchase and Installation of turbine
Purchase and Installation of generator
Purchase and Installation of control panel
Purchase and Installation of governor
Purchase and Installation of assembling valves

4. PARTICIPATION AND ORIGIN OF BIDDERS:

Participation in this invitation to tender is open to all registered and qualified companies or groups of companies based in the Republic of Cameroon.

5. ESTIMATED COST :

The previewed cost of the entire works for each lot of this Open National Invitation to tender is: fifty million (50,000,000) CFA F all taxes included.

6. FUNDING :

The Works on this tender are funded by the MINDDEVEL Public Investment Budget of the 2024 financial year.

7. PERIOD OF EXECUTION :

The entire period of execution of these works is six (6) months calendar months. This duration starts as of the date of notification of the service order to start Works.

8. ADMINISTRATION CHARGED WITH THE SIGNING OF THE CONTRACT

After the examination of the tender documents of the various bidders, and the choice of the successful bidder by the contracting authority, the contract will be signed between the latter and the contracting authority who is the **Lord Mayor WIDIKUM BOFFE Council**.

9. TEMPORAL BID BOND (TENDER GUARANTEE) :

The bids should be accompanied by a temporal bid bond (Bank Tender Guarantee, or a bank cheque certified), established as per the indicated Model in this tender file, by a financial institution accredited by the Ministry of Finance, and of an Amount equal to **one million (1,000,000) FCFA**:

To avoid being rejected, the original copy of the bid bond (Bank tender guarantee) should be produced dating less than 3 (three) months.

The temporal bid bond shall automatically be liberated highest 30 (thirty days) days upon expiration of the validity of the bids for the unsuccessful bidders. In case where the bidder is awarded the contract, the temporal bid bond is liberated after the production of the final bond.

10. CONSULTATION OF TENDER FILE :

The tender file can be consulted in the office of the Contracting Authority, at **WIDIKUM BOFFE Council**.

11. ACQUISITION OF THE TENDER FILE:

The tender file can be obtained in the office of the contracting authority, precisely in the office of the **Mayor WIDIKUM BOFFE Council**, on presentation of a payment receipt to the public treasury, of a nonrefundable purchase fee for the tender file of sixty five thousand (65,000) Francs CFA.

This receipt should identify the buyer as the representative of the bidder, wishing to participate in the consultation.

12. PRESENTATION OF THE BIDS

The bid documents will be presented in three envelopes as illustrated bellow:

The Envelope A containing Administrative documents (volume 1);

The Envelope B containing Technical documents (Volume 2);

The Envelope C containing financial documents (Volume 3).

All constituted documents (Envelopes A, B and C), will be put in a bigger sealed envelope bearing only the title of the Open national invitation to tende N°06.....

The various documents in each bid will be numbered in the order of the tender file and with separators of different colors other that white.

13. SUBMISSION OF BIDS :

Each bid, prepared in English or in French in (07) seven copies, that is (01) one original and (06) six copies noted as such, shall be forwarded to the contracting authority, notably to the Mayor Widikum Boffe Council office latest the : 11/07/2024 at 10am local time bearing

**“OPEN NATIONAL INVITATION TO TENDER IN EMERGENCY PROCEDURE
N°06/ONIT/WIDIKUM BOFFE COUNCIL/WBCITB/2024 OF 20/06/2024 FOR THE CONSTRUCTION
OF MINIHIDRO PLANT MENKA (PHASE II) IN WIDIKUM BOFFE SUBDIVISION IN MOMO DIVISION,
NORTH WEST REGION.”**

“To be opened only during the bid-opening session”

14. ACCEPTABILITY OF BIDS :

Bids that will be submitted after the date and time mentioned above or those that will not respect the separation model indicated in the different documents in each bid shall not be accepted.

To avoid being rejected, the required administrative documents, will be imperatively produced in original or in certified true copies by the issuing service, in conformity with the stipulation of the rules and regulations of this tender.

These Administrative documents have a validity period of (03) three months. This validity period has to begin after the date of the lunching of the tender.

15. OPENNING OF BIDS :

The opening of bids shall take place on the 11/07/2024, at 11am, in the conference hall of the **WIDIKUM BOFFE Council Internal Tender's Board**, at the Widikum Boffe Council premises.

The opening of bids will be done at once and in three stages:

- Stage 1: Opening of envelope A containing administrative document (volume 1),
- Stage 2: Opening of envelope B containing technical document (volume 2)

All the bidders can take part in this opening session or can be represented by one person duly mandated (Even in case of joint-venture) who has a perfect mastery of the tender file.

16. MAIN CRITERIA OF EVALUATION OF THE BIDS:

16-1- . Evaluation criteria

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

A. Eliminary criteria

1. Absence of bid bond in the administrative file;
2. Non respect of 48hrs given for absence or non-conformity of any other document in the administrative file;
3. Deadline for delivery higher than prescribed;
4. False declaration or falsified documents;
5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. Incomplete financial file;
7. Change of quantity or unit;
8. Non respect of **80%** of essential criteria.

B. Essential criteria

1. Absence of bid bond in the administrative file;
2. Non respect of 48hrs given for absence or non-conformity of any other document in the administrative file;
3. Deadline for delivery higher than prescribed;
4. False declaration or falsified documents;
5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. Incomplete financial file;
7. Change of quantity or unit;
8. Non respect of **80%** of essential criteria.

Duration of validity of bids:

The bidders will be engaged by their bids during a period of ninety (90) days as from the latest date programmed for bids deposit.

17. Awards of contract :

The contract will be awarded to the lowest bidder, fulfilling the required administrative, technical, and financial criteria.

Only a maximum of one lot(s) award to a bidder for this tender.

18. Additional information

Additional information in relation to technical details can be obtained at the office of the contracting authority, notably the WIDIKUM BOFFE Council office.

Done at Widikum the **20 JUN 2024**

The Lord Mayor Widikum Boffe Council
Contracting Authority

Cc

- DD MINMAP MOMO
- ARMP SWR
- CHAIRPERSON LDTB
- NOTICE BOARD



Dagha Taranus Mbun
2nd DEPUTY MAYOR
WIDIKUM-BOFFE COUNCIL

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NORTH WEST REGION

MOMO DIVISION

WIDIKUM BOFFE COUNCIL

AVIS D'APPEL D'OFFRES NATIONAL OUVERT EN PROCEDURE D'URGENCE
N° 07/AONO/COMMUNE DE WIDIKUM BOFFE/CIPMCWB/2024 DU 20/06/2024
POUR LA CONSTRUCTION DE UNE MINI-CENTRALE HYDROELECTRIQUE A MENKA
(PHASE II) DANS LA MUNICIPALITE DE WIDIKUM BOFFE, DEPARTEMENT DU MOMO,
RÉGION DU NORD-OUEST

FINANCEMENT : BIP 2024 MINEE

Le Maire de la Commune de Widikum Boffe, Autorite Contractante, lance pour le compte de la république du Cameroun, un Appel d'Offres National Ouvert pour la réalisation de l'opération sus-indiquée.

1. Objet de l'Appel d'Offres :

L'Appel d'Offres porte sur l'exécution construction d'une mini-centrale hydroélectrique a menka (phase II), dans la municipalité de Widikum Boffe, Département de la Momo, Région du Nord-Ouest.

Allotissement :

Les travaux sont repartis en deux lot suivant les itinéraires ci - après :

Lot	DESIGNATION DU PROJET	COUT DU PROJET CFAF	CATION DE SOUMISSION CFAF	AQUISITION DU DAO CFAF	Type of intervention
Lot 1	Construction d'un mini centrale hydroélectrique à Widikum et Menka (phase II)	50.000.000 (Cinquante milles)	1.000.000 (Un million)	65.000 (Soixante-cinq mille)	Construction

2. Consistance des travaux :

Ces travaux comprennent les opérations suivantes :

N° Prix

Désignation des travaux

1. SERIE 000: etude

Etudes préliminaires du potentiel hydrologique, géologiques, mesure de la hauteur de chute, précipitations et ensuite l'observation du donnés etc

SERIE 100: INSTALLATIONS DU SITE

Installation du site

Amene et Repli des engins

Lancement du projet et sensibilization du publique

SERIE 200: nettoyage et preparation du site

Débroussaillage

Deplacement des rochers no desires et abattage des arbres

Construction d'une deviation de l'eau
Preparation du site de la salle des machines
Ellagage de corridor d'ecuation de l'energie

SERIE 300 : CONSTRUCTION DE BARRAGE

Construction de diviasion
Construction du lieu de captage
Construction du barrage

SERIE 400 : CONSTRUCTION DES TUYAUX FORCEES

Forniture et pose des tuyaux de pression diametre 300mm
Construction des support en beton arme avec echappement

SERIE 500 : CONSTRUCTION DE CHAMBRE A MACHINE

Construction du chamber a machine
Furniture et installation de turbine
Furniture et installation de l'alternateur
Furniture et installation de panneau de control
Furniture et installation du regulateur
Furniture et installation des vannes

3. Participation et origine :

La participation est ouverte à égalité de conditions à toutes les petites et moyennes entreprises de droit camerounais.

4. Financement :

Les travaux objet du présent Appel d'Offres sont financés par le Budget BIP 2024 MINEE. Le coût prévisionnel de l'ensemble des travaux prévus dans le présent Appel d'Offres National Ouvert est de **cinquante millions (50,000,000) Francs CFA Toutes Taxes Comprises.**

5. Délai d'exécution :

Le délai global d'exécution des travaux est de **six (6) mois** calendaires. Ce délai court à compter de la date de notification de l'ordre de service de commencer les travaux.

6. Administration au nom de laquelle sera conclu le marché :

A l'issue de l'examen des offres des soumissionnaires et du choix des attributaires par l'autorité contractante, le marché sera conclu entre celui-ci et l'autorité contractante qui est le Maire de la commune de Widikum Boffe.

7. Cautionnement provisoire (garantie de soumission) :

Les offres devront être accompagnées d'un cautionnement provisoire (garantie bancaire de soumission), établi selon le modèle indiqué dans le Dossier d'Appel d'Offres, par un établissement bancaire de premier rang, agréé par le Ministre en charge des Finances et d'un montant égal à **un million (1,000,000) CFA Francs:**

Sous peine de rejet, le cautionnement provisoire devra impérativement être produit en original datant de moins de trois (03) mois.

Le cautionnement provisoire sera libéré d'office au plus tard 30 jours après l'expiration de la validité des offres pour les soumissionnaires n'ayant pas été retenus. Dans le cas où le soumissionnaire est adjudicataire du marché, le cautionnement provisoire sera libéré après constitution du cautionnement définitif.

8. Consultation du Dossier d'Appel d'Offres :

Le Dossier d'Appel d'Offres peut être consulté auprès des Services de l'autorité contractante dans les services de Monsieur le **Maire de la commune de Widikum Boffe.**

9. Acquisition du Dossier d'Appel d'Offres :

Le Dossier d'Appel d'Offres peut être obtenu dans les services de l'Autorité Contractante, notamment à la Maire de Widikum Boffe, sur présentation d'une quittance de versement au Trésor Public d'une somme non remboursable au titre des frais d'achat du dossier **soixante-cinq mille (65.000 FCFA) Francs CFA.**

Cette quittance devra identifier l'acquéreur comme représentant le prestataire désireux de participer à la consultation.

10. Présentation des offres :

Les documents constituant l'offre seront répartis en trois volumes ci-après, placés sous simple enveloppe dont :

L'enveloppe A contenant les Pièces administratives (volume 1) ;

L'enveloppe B contenant l'Offre technique (Volume 2) ;

L'enveloppe C contenant l'Offre financière (Volume 3).

Toutes les pièces constitutives des offres (Enveloppes A, B et C), seront placées dans une grande enveloppe extérieure scellée portant uniquement la mention de l'Appel d'Offres en cause.

Les différentes pièces de chaque offre seront numérotées dans l'ordre du DAO et séparées par des intercalaires de couleur identique autre que la blanche.

11. Remise des offres :

Chaque offre, rédigée en anglais ou en français, en **sept (07) exemplaires**, dont **un (01) original et six (06) copies** marquées comme tel, devra parvenir dans les services de l'autorité contractante, notamment à la Mairie de Widikum Boffe au plus tard le **11/07/2024 à 10heures**, heure locale et devra porter la mention :

**« AVIS D'APPEL D'OFFRES NATIONAL OUVERT EN PROCEDURE D'URGENCE
N° 07/AONO/COMMUNE DE WIDIKUM BOFFE/CIPMWB/2024 DU 20/06/2024
POUR LA CONSTRUCTION D'UNE MINI-CENTRALE HYDROELECTRIQUE A MENKA (PHASE II),
DANS LA MUNICIPALITE DE WIDIKUM BOFFE, DEPARTEMENT DU MOMO, RÉGION DU NORD-
OUEST.**

12. Recevabilité des offres :

Les offres parvenues après la date et l'heure de dépôt des offres ou celles ne respectant pas le mode de séparation de l'offre financière des offres administratives et techniques seront irrecevables.

Sous peine de rejet, les pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur, conformément aux stipulations du Règlement Particulier de l'Appel d'Offres.

Ces pièces administratives ont une durée de validité de trois (03) mois, cette date limite de validité des pièces administratives doit être postérieure à la date de lancement de l'Appel d'Offres.

13. Ouverture des plis :

L'ouverture des offres aura lieu le **11/07/2024** des **11 heures** précises, dans la salle de réunion de la Commission Municipale de Passation des Marchés de la commune de Widikum Boffe siégeant à la commune de Widikum Boffe.

L'ouverture des plis se fera en un temps et en trois étapes :

- 1^{er} étape: Ouverture de l'enveloppe A contenant les pièces administratives (volume 1),
- 2^{eme} étape: Ouverture de l'enveloppe B contenant les offres techniques (volume 2)
- 3^{ème} étape: Ouverture de l'enveloppe C contenant les offres financières (volume 3).

Tous les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une seule personne dûment mandatée (même en cas de groupement) de leur choix ayant une parfaite connaissance du dossier.

14. Principaux critères d'évaluation :

Les offres seront évaluées selon les principaux critères suivants :

A. Critères éliminatoires:

Il s'agit notamment :

- 1- Absence de la caution provisoire de soumission ;
- 2- Non-respect du délai de 48h pour l'absence ou non-conformité des autres documents dans les dossiers administratifs
- 3- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- 4- Fausses déclarations ou pièces falsifiées ;
- 5- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire ;
- 6- Offres financière incomplète,
- 7- Le changement d'une unité ou d'une quantité dans l'offre financière;
- 8- Le non-respect de **80%** des critères essentiels.

B - Critères essentiels

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

- 1- Présentation générale de l'offre ;

- 2- Capacité financière ;
- 3- Références de l'entreprise dans les réalisations similaires ;
- 4- Un Catalogue des Equipement en couleur avec les spécifications techniques et des références ;
- 5- Qualité du formateur
- 6- lettre command initiée dans toutes les pages signées et date dans la dernière page

15) Durée de validité des offres :

Les soumissionnaires seront engagés par leurs offres pendant une période de quatre-vingt-dix (90) jours à compter de la date limite fixée pour le dépôt des offres

16) Attribution Du Marché :

Le marché sera attribué au soumissionnaire présentant l'offre évaluée la moins disante et remplissant les critères administratifs, techniques et financiers requis.

Il peut être attribué plusieurs lots (préciser le nombre de lots en lettre et en chiffre dont un soumissionnaire peut être adjudicataire) lot (s) par soumissionnaire au titre de cet Appel d'Offres.

17) Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus dans les services de l'Autorité Contractante, notamment à la mairie de Widikum Boffe.

Fait à Widikum le 20 JUIN 2024

**Le Maire de la commune de Widikum Boffe
Autorité Contractante**

Cc

- DD MINMAP MOMO
- ARMP NWR
- PRESIDENT CDPM
- AFFICHAGE
- CHRONO



Dagha Taranus Msim
2nd DEPUTY MAYOR
WIDIKUM-BOFFE COUNCIL

Document № 2:

**GENERAL REGULATIONS OF THE INVITATION TO
TENDER**

CONTENT

A. Generalities.

- Article1 :The scope of the Tender.
- Article2 :the funding.
- Article3 :Fraud and corruption.
- Article4 :Candidates eligible to tender.
- Article5 : Materials, tools, supply, equipment and authorized services.
- Article6 :Qualification of the bidder.
- Article7 :Works site visit.

B. tender Document

- Article8 :Content of tender document.
- Article9 : Clarifications made on the tender document and request.
- Article10 : Modification of the tender file.

C.Preparation of Bids.

- Article11 :Tender fee.
- Article12 :Language of the bids.
- Article13 : The Documents constituting the Bids.
- Article14 :Amount of the tender.
- Article15 :Currence used for tender and payments.
- Article16 :Validity of tender.
- Article17 :Bid bond (tender bank guarantee).
- Article18 :Various proposal of bidders.
- Article19 : Preparatory Meetings towards the establishment of bids.
- Article20 :Formand signing of bids.

D. Deposit of bids... ..

- Article21 :Stamping and noting of bids.
- Article22 : Latest date and time of deposit of bids.
- Article23 :Late deposited bids.
- Article24 : Modification, substitution and withdrawal of bids.

E. Opening and evaluation of Bids

- Article25 :Opening of bids and request if any.
- Article26 : The confidential nature of the procedure

Article 27	: Clarifications on the Bid and contact with the contracting authority
Article28	: Determination of the conformity of bids
Article29	:Qualification of the bidder.
Article30	:Correction of errors.
Article31	:Conversion into a unique currency.
Article32	: Financial Evaluation of bids.
Article 33	: Preference given to national bidders

F. Award of Contract.....

Article34	: Award of contract.
Article35	: The right of the contracting authority to declare an invitation to tender, unfruitful or to cancel the procedure
Article36	:Notification of the award of contract.
Article37	:Publication of the result of the award of the contract and request if any.
Article38	:Signing of the contract.
Article39	:Final Bid Bond.

General Regulations of the invitation to tender

A. General

Article 1: Scope of offer

The Mayor of Widikum Boffe Council, contracting authority, launches on behalf of the Republic of Cameroon, an open national invitation to tender for the for the construction of Mini Hydro plant in Menka (phase II) in Widikum Boffe Subdivision in Momo Division, North West Region.

The bidders retained, must complete the works within the required period as indicated in the specific rules of the tender document (SRTD), except there is a contrary stipulation in the special administrative document that starts from the date of notification of the service order to start works or of that indicated in the service order.

1.1. The word « Day » in this tender document, signifies a calendar day.

Article 2: Financing

The source of funding of works in this tender document have been indicated in the (SRTD).

Article 3: Fraud and corruption

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

a) defines, within the context of this clause, the following expressions in the following manner:

- i. Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
- ii. is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;
- iii. "Collusive practices" mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition;
- iv. "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;
- v. Conflict of interest shall mean any situation in which the financial or personal interest of an agent or public entity is likely to compromise transparency in the award of public contracts.

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

3.2 The Minister Delegate at the Presidency of the Republic in charge of Public Contracts may, as a temporary measure, take a decision to ban bidding for a period not exceeding two (2) years against any bidder guilty of influence peddling, conflict of interest, insider information, fraud, corruption, or production of non-authentic documents in his offer, without prejudice to legal action that may be taken against him.

Article 4: Candidates allowed to compete

4.1 If the invitation to tender is restricted, consultation is addressed to all candidates retained after a pre-qualification procedure.

4.2 Generally, the invitation to tender is addressed to all suppliers, subject to the following provisions:
(a) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.

- (b) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest.

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

- i) is or was associated in the past in 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 bid within the context of this invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
 - iii) The project owner is not a shareholder of any bidder so as to compromise the process of award of the contract.
- (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 or indirect supervisory authority of the Contracting Authority.

Article 5: Supplies and ancillary services meeting the criteria of origin

5.1 All supplies and ancillary services forming the subject of this contract must come from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender.

5.2 Within the meaning of the clause 5.1, the term "supplies" shall refer to products, raw materials, machines, equipment and industrial installations; and the term "ancillary services" shall notably refer to services such as insurance, installation, training and initial maintenance.

5.3 The term "originate" shall qualify the country where the supplies are extracted, cultivated, produced, manufactured or transformed; or the country where a manufacturing, transformation or assembly of components process results in the obtention of a commercial article whose basic characteristics are substantially different from those of its components.

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 bid bound by the offer; and
- (b) furnish all the information (to complete or update the information included in the request for pre-qualification which may have changed in the case where the candidates had to pre-qualify) requested from bidders in the Special Regulations, in order to establish their ability to execute the contract; furnish all the information (or update the information included in their request for pre-qualification which may have changed) requested from the bidders in order to establish their ability to execute the contract.

Information relating to the following points shall be requested, if need be:

- (i) The production of certified balance sheets and recent turnover;
- (ii) access to a credit line or availability of other financial resources;
- (iii) orders acquired and contracts awarded;
- (iv) pending litigations; and
- (v) availability of indispensable equipment.

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

- a. The bids must include all the information listed in article 6(1) above. The Special Regulations must specify the information to be furnished by the group and the information to be furnished by each member of the group;
- 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 shall represent all the undertakings vis à vis the Contracting Authority in the execution of the contract.
- e. In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Administration into a single account; on the other hand, each undertaking is paid in its own account by the Administration where it is several co-contracting.

6.3 Bidders should 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 Bidders seeking to benefit from a margin of preference must furnish all the information required to prove that they meet the eligibility criteria described in article 35 of the General Regulations.

Article 7: Visit of the work site

- 7.1. The bidder is advised to visit and inspect the site of works and its surroundings and to obtain by himself, and under his own responsibility, all the information that may be necessary for the preparation of the tender and the work execution. The costs related to the visit of the site are the responsibility of the Bidder.
- 7.2. the Contracting Authority is obliged to authorize the Bidder who so requests and his employees or agents to enter his premises and grounds for the purpose of the said visit, but only on the express condition that the Bidder, its employees and agents release the Owner, his employees and agents from any liability that may result and compensate them if necessary, and that he remains responsible for fatal or personal accidents, loss or damage to property, costs and expenses incurred as a result of this visit.
- 7.3. The Contracting Authority may organize a visit to the site of works at the time of the preparatory meeting for the preparation of the bids mentioned in article 19 of the GRIT.

B. Tender File

Article 8: Content of Tender File

- 8.1 The Tender File describes the supplies forming the subject of the contract, sets the consultation procedure by suppliers and specifies the terms of the contract. Besides the addenda published in accordance with article 9 of the General Regulations of the invitation to tender, it includes the following documents:

Document No. 1	The tender notice in English and French signed by the Contracting Authority
Document No. 2	The General Regulations of the invitation to tender which has model clauses that are not to be modified;
Document No. 3	The Special Regulations of the invitation to tender containing provision of documents No. 2 which should be completed or specified within the context of the invitation to tender concerned
Document No. 4	The Special Administrative Conditions which deal with the execution of the contract and the related payments;
Document No. 5	The technical specification

Document No. 6	The framework of Unit Price Schedule;
Document No. 7	The framework of bill of Quantities and cost estimates
Document No. 8	Framework of breakdown of unit price;
Document No. 9	Draft contract; a. The planning of execution b. Model form for presentation of equipment, personnel, and references; c. Model of tender letter; d. Model of tender bond; e. Model of final bond; f. Model of start*up advance; g. Model of retention guarantee bond
Document No. 10	Models to be used by bidders;
Document No. 11	Justifications of preliminary studies to be filled by the Project Owner or Delegated Project Owner;
Document No. 12	List of first rate banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds for public contracts

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 a bid in conformity with all aspects of the said file. Any deficiency may lead to a rejection of his bid.

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 (telecopy or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the invitation to tender. The Contracting Authority shall reply in writing to any request for clarification received at least fourteen (14) days for national invitations to tender and twenty-one (21) days for international invitations prior to the deadline for the submission of the 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 the Tender File.

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

9.3 The complaint must be addressed to the 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 not later than fourteen (14) days before the opening of bids.

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

Article 10: Amendment of the Tender File

10.1 The Contracting Authority may at any moment prior to the deadline for the submission of offers and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum.

10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known to all bidders who bought the Tender File. The latter must acknowledge receipt of each 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 bids, the Contracting Authority may postpone as is necessary, the deadline for the submission of

bids, in accordance with provisions of article 23.3 of the General Regulations of the invitation to tender.

C. Preparation of bids

Article 11: Tender fees

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

Article 12: Language of bid

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

Article 13: Constituent documents of the bid

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

a. Volume 1: Administrative file

It includes:

- i) all documents attesting that the bidder:
 - has subscribed to all declarations provided for by the laws and regulations in force;
 - paid all taxes, duties, contributions, fees or deductions of whatever nature;
 - is not winding up or bankrupt;
 - is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of article 19 of the General Regulations of the invitation to tender;
- iii) the written confirmation empowering the signatory of the bid committing the bidder, in accordance with the provisions of article 6.1 the General Regulations of invitation to tender.

b. Volume 2: Technical bid

b.1 Information on qualifications

The Special Regulations of the invitation to tender specify the documents to be furnished by the bidders attesting to the qualification to bid in accordance with articles 6(1), 6(2) and 18 of the General Regulations.

b.2 Technical proposals

The Special Regulations specify the constituent elements of the technical proposals of bidders notably:

- A detailed description of the technical characteristics, performance, makes, models and references of the materials proposed including technical prospectuses in accordance with article 17 of the General Regulations;
- The calendar, schedule and delivery deadline.

b.3 Proof of acceptance of conditions of the contract

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

1. The Special Administrative Conditions (SAC);
2. Technical specifications.

c. Volume 3: Financial bid

The Special Regulations specify the elements that will help in justifying the cost of the services, namely:

1. The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;
2. The duly filled Schedule of Unit Prices;
3. The duly filled detailed estimate;
4. The sub-details of prices and/or breakdown of all-in prices;

5. The previewed payment schedule in case:

To this effect, bidders should use the model documents and forms provided for in the Tender File, subject to the provisions of article 17(2) of the General Regulations of invitation to tender concerning the other possible forms of bid bond.

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

Article 14: Amount of the bids

- 14.1 The general model conditions of prices shall be governed by rules prescribed in the latest edition of Incoterms published by the International Chamber of Commerce at the date of specified in the Special Regulations.
- 14.2 The bidder shall fill Prices as required in the model of price schedules furnished in annex.
- 14.3. Except as otherwise provided in the General Regulations and Special Regulations, all rights and taxes payable by the Bidder under the future Contract, or otherwise, thirty (30) days prior to the deadline for submission of bids will be included in the price and in the total amount of its offer.
- 14.4. If the price revision and / or discounting clauses are provided for in the contract, the date of establishment of the initial prices, as well as the procedures for revising and / or updating said prices must be specified. It being understood that any Contract whose execution period is not more than one (1) year cannot be subject to a price revision.
- 14.5. All unit prices with quantities must be justified by sub-details established in accordance with the framework proposed in Exhibit the tender file.

Article 15: Currency of bid

15.1. In the case of International Competitive Bids, the currencies of the bid must follow the provisions of either Option A or Option B below; the applicable option being that used in the Special Regulations.

15.2. Option A: The bid amount is denominated entirely in national currency. The bid price, the unit price of the price schedule and the estimated and quantitative retail prices are denominated entirely in CFA francs as follows:

- a). Prices will be fully denominated in the national currency. The tenderer who intends to incur expenses in other currencies for carrying out the Works, shall indicate in the Annex to the tender the percentage or percentages of the amount of the tender necessary to cover the needs in foreign currencies, not exceeding a maximum of three currencies. member countries of the market financing institution.
- b). The exchange rates used by the Bidder to convert its bid into the national currency will be specified by the bidder as an appendix to the bid in accordance with the details of the RPAO. They will be applied for any payment under the Contract, so that no exchange risk is borne by the successful Bidder.

15.3. Option B: The bid amount is directly denominated in national and foreign currencies at the rates set out in the Special Regulations.

The bidder will quote the unit prices of the price schedule and the prices of the Quantitative and Estimated Detail as follows:

- a). The prices of the inputs required for the Works that the Bidder intends to obtain in the country of the contracting authority shall be expressed in the currency of the country of the contracting authority specified in the Special Regulations and called "national currency".
- b). The prices of the inputs required for the Works that the bidder intends to procure outside the country of the Contracting Authority shall be in the currency of the country of the bidders or that of an eligible Member State widely used in international trade.

15.4. The contracting authority may require bidders to express their needs in national and foreign currencies and to justify that the amounts included in the unit and total prices, and indicated in the annex to the tender, are reasonable; for this purpose, a detailed statement of its requirements in foreign currencies will be provided by the bidders.

15.5. During the execution of the works, most foreign currencies remaining to be paid on the contract price may be reviewed by agreement between the contracting authority and the contractor to take account of any changes in requirements. in foreign currency under the contract.

Article 16: Validity of bids

16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the offers set by the Contracting Authority in application of article 23 of the General Regulations. A bid 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 request the consent of the bidder for the prolongation of the validity time-limit. The request and the responses that will be given shall be in writing (or by telecopy). The validity of the bid bond provided for in article 19 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond.

A bidder who consents to an extension shall not be asked to modify his bid nor 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 related formula featuring in the request for extension that the Contracting Authority shall address to bidders.

The Contracting Authority's request must include a form of price revision. The updating period shall run from the date of overrun of the sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of services 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 shall become a full part of his offer.

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with article 20(2) of the General Regulations.

17.3 Any bid without an acceptable bid bond shall be rejected by the Contracting Authority as not being in conformity. The bid bond of associated enterprises must be established in the name of the representative submitting the bid and should mention each member of the associated grouping.

17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.

17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.

17.6 The bid bond may be seized:

a) if the bidder:

- i) withdraws his bid during the time-limit which he specified in his bid;
- ii) does not accept the correction of errors in application of article 30(4) of the General Regulations; or

b) if the bidder retained:

- i) defaults in his obligation to sign the contract in application of article 42 of the General Regulations; or
- ii) defaults in his obligation to furnish the final bond in application of article 43 of the General Regulations.

Article 18: Variant proposals from bidders

18.1. Where the work can be performed in variable turnaround times, the special Regulations will specify these times, and indicate the method used to assess the Bidder's proposed completion time within the

specified time frame. Bids offering deadlines beyond those specified will be considered non-compliant.

- 18.2. Except in the case mentioned in Article 18.3 below, bidders wishing to offer technical variants must first encrypt the basic solution of the contracting authority as described in the Tender Documents, and provide in addition, all the information that the developer needs to complete the evaluation of the proposed variant, including plans, calculation notes, technical specifications, price sub-details and proposed construction methods, and all other useful details. The developer will only examine the technical variants, if any, of the bidders whose bid in accordance with the basic solution has been evaluated as the lowest bidder.
- 18.3. When bidders are permitted, subject to the special Regulations, to submit technical variants directly for certain parts of the work, these parts of the work must be described in the Technical Specifications. Such variants will be evaluated according to their merit in accordance with the provisions of Article 32.2 (g) of the general Regulations.

Article 19: Preparatory meeting for the preparation of bids

- 19.1. Unless the special Regulations provides otherwise, the Bidder may be invited to attend a preparatory meeting to be held at the place and date indicated in the special Regulations.
- 19.2. The purpose of the preparatory meeting will be to provide clarification and answers to any questions that may be raised at this stage.
- 19.3. The Bidder is requested, as far as possible, to submit any questions in writing so that it reaches the project owner at least one week before the preparatory meeting. The project owner may not be able to answer questions received too late during the meeting. In this case, questions and answers will be sent according to the terms of Article 19.4 below.
- 19.4. The minutes of the meeting, including the text of the questions asked and answers given, including responses prepared after the meeting, will be sent without delay to all those who have purchased the Tender Documents. Any modification of the tender documents listed in Article 8 of the General Agreement that may be necessary at the end of the preparatory meeting will be made by the Contracting Authority by issuing an addendum in accordance with the provisions of Article 10 of the general Regulations, the minutes of the preparatory meeting cannot take place.
- 19.5. The fact that a bidder does not attend the pre-bid meeting will not be grounds for disqualification.

Article 20: Form and signature of the bid

- 20.1 The bidder shall prepare an original of the constituent documents described in article 12 of the General Regulations in a volume clearly indicated "**ORIGINAL**". In addition, the bidder shall submit the number required in the General Regulations, bearing "**COPY**". In case of discrepancy, the original shall be considered as authentic.
- 20.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and must 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 bid.
- 20.3 The bid shall bear no modification, suppression or alteration, unless such corrections are initialled by the signatory(ies) of the offer.

D. Submission of bids

Article 21: Sealing and marking of bids

- 21.1 The bidder shall place the original and each of the copies of the bid in separate and sealed envelopes bearing the inscription "**ORIGINAL**" and "**COPY**", as the case may be. These envelopes should then be placed in another envelope which should equally be sealed and which provides no indication on the identity of the bidder.
- 21.2 The external and internal envelopes:
 - a) should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
 - b) should bear the name of the project as well as the subject and number of the invitation to tender indicated in the Special Regulations and the inscription

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

- 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 not opened.
- 21.4 If the external envelopes are not sealed and marked as indicated in article 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

Article 22: Date and time limit for submission of bids

- 22.1 The bids must be received by the Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations of the invitation to tender.
- 22.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 9 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 23: Late bids

Any bid received by the Contracting Authority beyond the deadline for the submission of bids set by the Contracting Authority in application of article 22 of the General Regulations shall be declared late and consequently rejected.

Article 24: Modification, substitution and withdrawal of bids

- 24.1 A bidder may modify, replace or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of bids. The said notification must be signed by an authorised representative in application of article 21(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 **"REPLACEMENTBID"** or **"MODIFICATION"**.
- 24.2 The notification of modification, replacement or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of article 22 of the General Regulations. The withdrawal may equally be notified by telephone but should, in this case, be confirmed by a duly signed written notification whose date, post mark being authentic, must not be posterior to the time-limit set for the submission of offers.
- 24.3 Bids being requested to be withdrawn in application of article 25(1) shall be returned unopened.
- 24.4 No bid may be withdrawn in the interval between the deadline set for the submission of bids and the expiry of the validity period of the bids set in the model bid. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 19(6) of the General Regulations.

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

- 25.1 The competent Tenders Board shall open the envelopes in single or two phases in the presence of the representatives of bidders who wish to attend and who have a perfect mastery of the file, at the date, time and address specified in the Special Regulations. Representatives of bidders present shall sign a register attesting to their presence. A single-phase opening shall be appropriate where the qualification criteria are easily applicable.
- 25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal of a bid 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 bid substituted for the preceding one which will be sent to the bidder concerned unopened.
- The replacement of a bid 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 bid. The modification of the bid shall only be allowed only if the

corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialled copy of the bids presented by bidders and a copy to MINMAP for files requiring his prior endorsement.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate at the Presidency of the Republic in charge of Public Contracts with copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.
- It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.
- The Independent Observer must attach to his report the sheet that was handed to him, including any related commentaries or observations.

Article 26: Confidential nature of the procedure

- 26.1 No information relating to the examination, evaluation, comparison of bids and verification of the qualification of bidders and the contract award recommendation shall be given to bidders or to any other person concerned with the said procedure as long as the contract award has not been made public.
- 26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of the bids or the Contracting Authority in his award decision may cause the rejection of his bid.
- 26.3 Notwithstanding the provisions of article 26(2), between the opening of envelopes and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid, he should do so in writing.

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

- 27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it desires, request any bidder to give clarifications on his bid. This request for clarification and the response given are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation sub-committee during the evaluation in accordance with the provisions of article 32 of the General Regulations.
- 27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

Article 28: Conformity of bids

- 28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.

- 28.2 The Evaluation sub-committee shall determine if the bid is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- 28.3 A bid that conforms to the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or omission is that:
- which substantially limits the scope, quality or performance of the supplies and ancillary services specified in the contract;
 - 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 acceptance would be prejudicial to other bidders who presented bids that essentially conformed with the Tender File.
- 28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not eventually be rendered in compliance.
- 28.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

Article 29: Qualification of the bidder

The Evaluation sub-committee shall ensure that the bidder retained for having submitted the bid that substantially conformed to the provisions of the Tender File, meets the qualification criteria stipulated in article 6 of the Special Regulations. It is essential to avoid arbitrariness in determining qualification.

Article 30: Correction of errors

- 30.1 The Evaluation sub-committee shall verify the bids considered essentially in conformity with the Tender File to rectify the possible calculation errors. The sub-committee shall rectify the errors in the following manner:
- If there is a contradiction between the unit price and the total obtained by multiplying the unit price by the quantities, the unit price shall be authentic and the total price shall be corrected, unless, according to the Evaluation sub-committee, the decimal point of the unit price is manifestly badly placed. In which case the total price indicated shall prevail and the unit price corrected.
 - If the total obtained by the addition or subtraction of sub totals is not exact, the sub totals shall be authentic and the total corrected;
- 30.2. The amount in the Submission will be corrected by the Subcommittee of Analysis in accordance with the aforementioned error correction procedure and, with the Bidder's confirmation, said amount will be deemed to be binding.
- 30.3. If the Bidder submitting the lowest evaluated bid fails to accept the corrections made, the bid will be rejected and the bid secured.

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 expressed in various currencies into an amount in which the bid is payable in CFA francs.
- 31.2 The conversion shall be done using the current exchange rate set by BEAC in force at the deadline for submission of bids under the conditions set in the Special Regulations.

Article 32: Financial evaluation of bids

- 32.1 The Evaluation sub-committee shall proceed to the evaluation and comparison of bids which it had determined essentially met the provisions of the Tender File within the meaning of articles 30, 31 and 32 of the General Regulations.
- 32.2 For this evaluation the Evaluation sub-committee shall consider the following elements:
- the bid price, indicated according to the provisions of article 30.2 of the General Regulations;
 - adjustments made on the price to correct the arithmetical errors in application of article 32(3) of the General Regulations;
 - adjustments made on the price as a result of rebates offered in application of paragraph 31.2 of the General Conditions;

- d) By appropriately adjusting, on a technical or financial basis, any other modification, divergence or quantifiable reserve;
- e) Taking into consideration the different lead times proposed by the bidders, if they are authorized by the special Regulations;
- f) If applicable, in accordance with the provisions of Article 13.2 of the General Regulations and special Regulations, applying the discounts offered by the Bidder for the award of more than one lot, if this call for tenders is issued simultaneously for several lots.
- g) Where applicable, in accordance with the provisions of section 18.3 of the special Regulations and the Technical Specifications, the proposed technical variants, if permitted, will be evaluated according to their merit and regardless of whether or not the Bidder will have bid for the award. Technical solution specified by the Owner in the RPAO.

32.3. The estimated effect of the price revision formulas in the "CCAGs" and "CCAPs", applied during the period of performance of the Contract, will not be taken into account in the evaluation of the tenders.

32.4. If the lowest evaluated bid is found to be abnormally low or is significantly out of balance with the Owner's estimate of the work to be performed under the Contract, the commission may from the price sub-detail provided by the bidder for any element, or for all elements of the Quantitative and Estimated Detail, check whether these prices are compatible with the construction methods and the proposed schedule. In the event that the evidence submitted by the bidder does not seem satisfactory to him, the Employer may reject the tender after the technical opinion of the Public Contracts Regulation board.

Article 33: Margin of preference

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

F. Award of the contract

Article 34: Award of the contract

- 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 bid was evaluated as the lowest by including, where necessary, proposed rebates.
- 34.2 If the invitation to tender has several lots, the lowest bid shall be determined by evaluating this contract in relation with the other lots to be awarded concurrently, by taking into consideration the rebates offered by the bidders in case of award of more than one lot, as well as their financial situation at the time of award.
- 34.3 Any award of Works contracts shall be made to the Bidder fulfilling the technical and financial capacities required as a result of the evaluation criteria and presenting the bid evaluated as the lowest bidder.

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 authority in charge of public contracts where the offers have been opened) or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

Article 36: Notification of the award of the contract

Before the expiry of the validity of the bids set in the Special Regulations, the Contracting Authority shall notify the successful bidder by telecopy confirmed by registered mail that his bid was retained. This letter shall indicate the amount the Contracting Authority will pay the supplier to execute the contract and the execution time-limit.

Article 37: Publication of results of award and petitions

- 37.1 The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award

results, the Independent Observer's report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the bids.

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

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

37.4 In case of petition, it should be addressed to the Minister Delegate in charge of Public Contracts with copies to the Public Contracts Regulatory Agency, to the head of structure to which is attached the Tenders Board concerned and the chairperson of the said 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 shall be submitted to the Tenders Board (and the competent Specialised Contracts Control Board, where need be) for approval.

38.2 The Contracting Authority has 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 successful bidder within five (5) days of its date of signature.

Article 39: Final Bond

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

39.2 The bond may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.

39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or a 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.

Article 40: Right to modify quantities during the award of the contract

During the award of the contract, the Contracting Authority reserves the right to increase or decrease by not more than fifteen per cent (15%), the quantity of the supplies and services initially specified in the Quantity Schedule, without changing the unit prices or other terms and conditions.

Document No. 3:

SPECIAL REGULATIONS OF THE INVITATION TO TENDER

Special Regulations of the invitation to tender

General	
1.1	<p>Definition of Works: the construction of Mini Hydro plant in Menka (phase II) in Widikum Boffe Subdivision in Momo Division, North West Region.</p> <p>The works are distributed in a batch according to distribution hereafter construction of Mini Hydro plant in Menka (phase II) in Widikum Boffe Subdivision in Momo Division, North West Region.</p>
2	<p><u>PERIOD OF EXECUTION:</u></p> <p>The entire period of execution of these Works is six (6) calendar months. This duration starts as of the date of notification of the service order to start Works.</p>
3	<p><u>ESTIMATED COST:</u></p> <p>The previewed cost of the entire works for each lot of this Open National Invitation to tender is: fifty million (50,000,000) FCFA all taxes included</p>
4	<p><u>FUNDING:</u></p> <p>The Works on This tender are funded by PIB 2024 MINEE.</p>
5	<p><u>MAIN CRITERIA OF EVALUATION OF THE BIDS:</u></p> <p><u>C. 1- Eliminary criteria</u></p> <ol style="list-style-type: none"> 1. Absence of bid bond in the administrative file; 2. Non respect of 48hrs given for absence or non-conformity of any other document in the administrative file; 3. Deadline for delivery higher than prescribed; 4. False declaration or falsified documents; 5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder; 6. Incomplete financial file; 7. Change of quantity or unit; 8. Non respect of 80% of essential criteria. <p><u>D. Essential criteria</u></p> <ol style="list-style-type: none"> 1. Absence of bid bond in the administrative file; 2. Non respect of 48hrs given for absence or non-conformity of any other document in the administrative file; 3. Deadline for delivery higher than prescribed; 4. False declaration or falsified documents; 5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder; 6. Incomplete financial file; 7. Change of quantity or unit; 8. Non respect of 80% of essential criteria. <ol style="list-style-type: none"> a. Attestation and report of site visit; b. Special technical clauses initiated on all pages and last page signed; c. Special administrative clauses filled and initiated on all pages and last page signed
	<p><u>Preparation of BIDS</u></p> <p>The list of documents referred to in Article 13 of the General Regulations should be completed, grouped into three volumes respectively inserted in inner envelopes and detailed as follows:</p> <p>Volume 1: Documents constituting the administrative file</p>

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force (written by the bidder) with a fiscal stamp
A.2	Certified Copy of the Business Registration, not more than three months old.
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of Tender File of sixty-five thousand (65,000) CFAF issued by Public treasury
A.6	A bid bond of one million (1,000,000) CFAF issued by a first rate-financial institution approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contracts Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.
A.9	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.
A.10	Certified Copy of a valid taxpayer's card, delivered by the chief of center of Taxes.
A.11	Power of attorney if necessary
A.12	Plan and attestation of location of the Company signed by the Chief of Taxation
A.13	Special Administrative Clauses completed and initialed in all the pages and signed at the last page

Volume 2: Parts constituting the technical offer

- 2.1 Site visit; the bidder will produce the following two documents:
 - The certificate of visit of the premises following the model (Exhibit 9.4) dated, sealed and signed on the honor by the tenderer (this Certification as well as the whole offer commits the tenderer who cannot claim the non-knowledge of the site for possible claims);
- 2.2 The site visit report, initialled to each and signed on the last page by the bidder. This report must be documented and illustrative.
- 2.3 The declaration of honor certifying that the tenderer has not abandoned a contract during the last three years, and that he does not appear on the list of failing companies established by the Ministry of Public Procurement;
- 2.4 Personnel

The CONTRACTOR must have, or have undertaken to hire, before the beginning of the works and for the duration of the work, the necessary technical personnel necessary, namely:

- A Work DIRECTOR

One (01) Work Supervisor, minimum level Civil Engineer/Electrical Engineer/Rural Engineer/Industrial Engineer, with at least ten (10) years of experience in the field of civil/electrical works and a member of the National Order, with at least three (03) projects carried out at this position (join curriculum vitae signed by the candidates, a certified copy of the highest diploma signed by the Administrative Authority, a certificate of presentation of the original diploma, and a certificate of availability signed by the candidate);

- A SITE FOREMAN

One (01) Site Manager, minimum level senior technician in Electrical Engineering, with at least three (03) years of experience in the field of electrical works, with at least one (01) project carried out at this position (join curriculum vitae signed by the candidates, a certified copy of the highest degree signed by the Administrative Authority, a certificate of

presentation of the original diploma, as well as a certificate of availability signed by the candidate);

NB: Proposed personnel will only be considered at appraisal if the required supporting documentation, less than three months old, is provided and signed.

- A SITE TEAM HEAD FOR CIVIL WORKS

One (01) team Manager, minimum level Senior Technical Civil Engineer, with at least three (03) years of experience in the field of civil/hydraulic works, with at least one (01) project carried out at this position (join curriculum vitae signed by the candidates, a certified copy of the highest degree signed by the Administrative Authority, a certificate of presentation of the original diploma, as well as a certificate of availability signed by the candidate);

- A SITE TEAM HEAD FOR ELECTRICAL WORKS

One (01) team Manager, minimum level Senior Technical Electrical Engineer, with at least three (03) years of experience in the field of civil/hydraulic works, with at least one (01) project carried out at this position (join curriculum vitae signed by the candidates, a certified copy of the highest degree signed by the Administrative Authority, a certificate of presentation of the original diploma, as well as a certificate of availability signed by the candidate);

- A SITE TECHNICIANS FOR ELECTRICAL AND CIVIL WORKS

One (01) site technician each for civil and electrical works, minimum level BACF3/4 GCE A LEVEL or equivalent, with at least three (03) years of experience in the field of electrical /civil/hydraulic works, with at least one (01) project carried out at this position (join curriculum vitae signed by the candidates, a certified copy of the highest degree signed by the Administrative Authority, a certificate of presentation of the original diploma, as well as a certificate of availability signed by the candidate);

NB: Proposed personnel will only be considered at appraisal if the required supporting documentation, less than three months old, is provided and signed.

2.4 equipment

The company will have to justify the ownership of **at least, a tipper and a 4wd vehicle for supervision**, and condition of the equipment needed to perform the work. Evidence of the equipment is the certified photocopies of the gray cards legalized by the competent departments of the Ministry of Transport or the certified photocopies of customs clearance certificates dated less than three months before the deadline for submission of bids for the rolling stock, and certified photocopies of invoices for other materials.

In case of rental, enclose a copy of the rental agreement and the certified true copies of the documents proving that the party renting the equipment owns it, with the exception of MATGENIE. These documents must be less than three months old at the deadline for submission of tenders. The list of minimum equipment to provide is as follows:

• **Equipment to be USED (owned or rented):**

- One (01) pick-up link vehicle;
- One trucks
- One (01) pharmacy box;
- Small equipment (machetes, spades, round shovels, wheelbarrows, pairs of gangs).

2.5 Co-contractor's references for the last five years (attach the first and last pages of the registered contracts and the minutes of receipt or certificate of performance).

These references (at least three (03)) must demonstrate that the bidder has completed, during the last ten years, 2008-2017, civil engineering and electrical engineering works.

2.6 Organization, methodology and planning:

The BIDDER must present in his tender, on pain of elimination, a technical note showing his understanding of the planned operations and a schedule of work organization.

2.7 List of ongoing projects with their execution rate.

	<p>Volume 3: Parts constituting the financial offer</p> <p>3.1 A stamped paper submission, as per the attached template (Exhibit 10.1), signed and dated;</p> <p>3.2 The price schedule (Exhibit 6) according to the model and indicating the prices excluding VAT in figures and in letters, filled in a legible manner;</p> <p>3.3 The quantitative and estimated detail of the work (Exhibit 7);</p> <p>3.4 The price details (Exhibit 9.9). and the decomposition of fixed prices and construction costs.</p> <p>NB: All the pieces of the initialled financial offer, in addition to the last pages must be signed, sealed and dated.</p>
	Price and tender currency
7	Market prices are firm and non-revisable.
8	The amount of the bid is denominated entirely in national currency (CFA franc).
	Preparation and submission of BIDS
9	<p>Period of validity of tenders:</p> <p>(a) Bidders remain bound by their offer for a period of ninety (90) days from the closing date for the submission of tenders, during which time the Contracting Authority will notify the firms selected</p> <p>(b) .In exceptional circumstances, before the expiry of the initial period of validity of tenders, the Contracting Authority may request bidders to extend the period of validity for an additional period of time. The request and answers must be in writing. A Bidder may refuse to extend the validity of its bid without losing the bid bond. The Bidder who agrees to extend the period of validity of its bid may not modify its bid, but must extend the period of validity of the Bid Deposit accordingly, in accordance with the provisions of Article 17 of the General Agreement.</p>
10	<p>Amount of the bid bond:</p> <p>1) Pursuant to Article 6 of the RPAO, the Bidder will provide, a bid bond, the amount specified in the Tender Notice, which will form an integral part of its bid.</p> <p>2) The bid bond will conform to the template presented in the Tender Documents. The Submission Security will remain valid for thirty (30) days beyond the original initial date of validity of the offers, or any new expiry date requested by the Employer and accepted by the Bidder, in accordance with the provisions of Article 16.2 of the SPECIAL REGULATION.</p> <p>3) Any bid not accompanied by an acceptable Bid Deposit will be rejected by the relevant Ministerial Procurement Commission as non-compliant. The Bid Deposit of a group of companies must be established in the name of a member of the group submitting the bid.</p> <p>4) Bid Cautions and bids from unsuccessful bidders will be returned within fifteen (15) days after the publication of the result of the award, with the exception of the copy intended for the organization responsible for the regulation of public markets. Tenders not withdrawn within this period are destroyed, without there being grounds for complaint.</p> <p>5) The Bid Deposit of the successful tenderer will be released as soon as the latter has signed the contract and provided the required Final Bond.</p> <p>6) The Submission Security may be seized:</p> <p>(a) if the Bidder withdraws its bid during the period of validity, except in the case referred to in Article 24.2 of the RGAO</p> <p>(b) if, within the time limits provided for in Article 37 of the GMA, the successful tenderer fails to:</p> <p>i. to sign the contract, or</p> <p>ii. to provide the required Final Bond.</p>
11	<p>Number of copies of the offer that must be completed and submitted:</p> <p>1) The Bidder shall prepare an original of the documents constituting the offer in one (01) copy (for each of the three volumes) clearly marked "ORIGINAL". In addition, the Bidder will submit six (06) copies (for each of the three volumes) marked "COPY". In the event of any discrepancy between the original and the copies, the original will prevail.</p> <p>2) The submission of tenders must take into account the principle of separation of administrative documents (volume 1) from the technical tender (volume 2) and the financial tender (volume 3).</p>

	<p>Address of the Owner to use for sending the offers: The tenders will be deposited against receipt under closed envelopes, in the services of the Client, in particular to the Council hall of _____, located in _____ (to give a very precise localization of the place).</p> <p>Tenders must bear the following words: « OPEN NATIONAL INVITATION TO TENDER IN EMERGENCY PROCEDURE N°06 /ONIT/ WIDIKUM BOFFE COUNCILITB / 2024 OF 20/06/2024 FOR THE CONSTRUCTION OF MINI HYDRO PLANT IN MENKA (PHASE II) IN WIDIKUM BOFFE SUBDIVISION IN MOMO DIVISION, NORTH WEST REGION » “To be opened only during the bid-opening session”</p>
12	<p>Deadline and deadline for submission of tenders: Tenders will be submitted by 11/07/2024 (date of submission of tenders) at 10am</p>
	<p>Place, date and time of the opening of the BIDS: The opening of tenders will take place on 11/07/2024 as early as 11am in the meeting room of the Widikum Boffe council internal tender's board. All bidders may attend this opening session or be represented by a single duly mandated person (even in case of consortium) of their choice with a perfect knowledge of the file.</p>
	<p>Evaluation and comparison of offers</p>
13	<p>Currency retained for conversion into a single currency: CFA franc Source of exchange rate: The Bank of Central African States (BEAC).</p> <ol style="list-style-type: none"> 1) Before conducting the detailed evaluation of the tenders, the Ministerial Procurement Commission will verify that each tender essentially conforms to the conditions set out in the Tender Documents. 2) A bid that is substantially in line with the Tender File is an offer that meets all the terms, conditions, and specifications of the Bidding Documents, without any significant discrepancies or reservations. A major divergence or reservation is that which: <ol style="list-style-type: none"> (i) significantly affect the scope, quality or performance of the Work; (ii) substantially limits, in contradiction with the Tender Documents, the Owner's rights or the Administration's obligations under the Contract; or (iii) is such that its correction would unfairly affect the competitiveness of the other bidders who submitted bids substantially in line with the Bidding Documents. 3) The Tenders Board will determine whether the offer is substantially in line with the provisions of the Bidding Documents based on its content without the use of intrinsic evidence. 4) If a bid is not substantially compliant, it will be rejected by the Ministerial Procurement Commission and cannot subsequently be brought into compliance. 5) At the end of the opening of bids in a time, the copies of tenders received and initialled are entrusted to an analysis sub-commission for detailed evaluation of bids according to the following three stages: <ul style="list-style-type: none"> • 1st stage: Examination of the conformity of administrative documents (Volume 1) <p>Under penalty of disposal, the Administrative File must be complete and contain all the authentic and conforming documents listed in Article 13 of this RPAO.</p> <p>All required documents must be dated within three (03) months of the bid submission deadline and must conform to the templates.</p> <p>Any false declaration or presentation of falsified document are reasons for rejection of the offer with prejudice of any criminal prosecution.</p> <p>Only tenders presenting a compliant administrative file will be evaluated technically.</p> <ul style="list-style-type: none"> • 2nd step: Evaluation of the technical offer (Volume 2). <p>Each bid to be declared technically compliant must have met all the eliminatory criteria and obtained 07 out of 10 sub-criteria evaluated in accordance with section 6.1 of the RPAO.</p> <ul style="list-style-type: none"> • 3rd step: Evaluation of the financial offer (Volume 3)

	<p>Only tenders submitted by tenderers following the evaluation of the technical offers will be evaluated financially.</p> <p>In evaluating the offers, it is determined for each offer the "evaluated amount" of the offer by correcting its proposed amount as follows:</p> <p>The amount in the tender is corrected in accordance with the procedure detailed in Article 30 of the RGAO concerning the correction of errors;</p> <p>Proposed prices for items where quantities are not anticipated will not be part of the contract.</p>
	AWARD OF CONTRACT
14	<p>The contract will be awarded to the tenderer submitting the lowest evaluated bid, according to the case, fulfilling the required administrative, technical and financial criteria. It can be awarded more than one lot (s) per bidder under this Invitation to Tender.</p>
	Final guarantee
15	<p>The final guarantee bond will guarantee the complete execution of the work and will be constituted according to the model annexed to this DAO, within a period of twenty (20) days from the date of notification of the contract. The provisional guarantee of submission is returned as soon as this final bond is established. Its amount is set at three percent (3%) of the amount inclusive of all taxes of the market. The final guarantee may be replaced by a personal and joint guarantee of a first-rate banking institution located in Cameroon and approved by the Minister in charge of Finance. At the end of the work, the final bond will be returned, or the bank surety the released replacement, upon written request from the other party.</p>
	<p>Launching</p> <ul style="list-style-type: none"> • Contracting authority/rep; • Project owner/rep: • DD MINEE; • DDMINMAP; • At least two Representatives of the beneficiary Population • Contractor

Document No. 4:
SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

SUMMARY

CHAPTER I: GENERALITIES

ARTICLE:

- 1- SUBJECT OF THE JOBBING ORDER
- 2- PROCEDURE OF THE AWARD OF THE JOBBING ORDER
- 3- DEFINITIONS AND ATTRIBUTIONS
- 4- LANGUAGE, LAW AND REGULATION
- 5- CONSTITUENT PARTS OF THE JOBBING ORDER
- 6- GENERAL APPLICABLE TEXTS
- 7- COMMUNICATION
- 8- SERVICE ORDER
- 9- CONTRACTOR'S EQUIPMENT AND PERSONNEL.

CHAPTER II: FINANCIAL PROVISIONS

ARTICLE:

- 10- GUARANTEES
- 11- THE AMOUNT OF THE CONTRACT
- 12- PAYMENT MODALITIES
- 13- MODE OF PAYMENT
- 14- PRICE VARIATION
- 15- PRICE REVISION
- 16- WORK USING LOCAL DIRECT LABOUR
- 17- VALORISATION OF WORKS EXECUTED
- 18- VALORISATION OF SUPPLIES
- 19- ADVANCES
- 20- PAYMENT OF WORKS EXECUTED
- 21- INTERESTS ON OVERDUE PAYMENTS
- 22- PENALTIES
- 23- FINAL DETAILED ACCOUNT
- 24- FINAL DETAILED GENERAL PAYMENT
- 25- TAX AND CUSTOMS REGULATIONS
- 26- STAMP DUTY AND REGISTRATION

CHAPTER III: EXECUTION OF WORKS

ARTICLE:

- 27- WORK CONSISTENCY
- 28- OBLIGATIONS OF THE PROJECT OWNER
- 29 - EXECUTION TIME FRAME
- 30 - ROLES AND RESPONSIBILITIES OF THE CONTRACTOR
- 31- PROVISION OF DOCUMENTS AND SITE
- 32- INSURANCE OF STRUCTURES AND CIVIL LIABILITY
- 33- DOCUMENTS TO BE SUBMITTED BY THE CONTRACTOR
- 34- ORGANISATION AND SECURITY OF THE CONSTRUCTION SITES

CHAPTER IV: ACCEPTANCE OF WORKS

ARTICLE:

- 35- PROVISIONAL ACCEPTANCE
- 36- DOCUMENTS TO BE SUBMITTED AFTER EXECUTION
- 37- GUARANTEE PERIOD
- 38- FINAL ACCEPTANCE

CHAPTER V: MISCELLANEOUS PROVISIONS

ARTICLE:

- 39- TERMINATION OF THE CONTRACT
- 40- CASE OF FORCE MAJEURE
- 41- DISAGREEMENTS AND DISPUTES
- 42- EDITING AND MULTIPLICATION OF THIS PRESENT CONTRACT
- 43- AND LAST - ENTRY INTO FORCE OF THE JOBBING ORDER

CHAPTER I: GENERALITIES

ARTICLE 1: Subject of the Jobbing order

The jobbing order has as subject the construction of Mini Hydro plant in Menka (phase II) in Widikum Boffe Subdivision in Momo Division, North West Region.

ARTICLE 2: Procedure of the award of the jobbing order

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

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

1- General definitions

- The Delegated Contracting Authority is **the Lord Mayor Widikum-Boffe**. He is responsible for the conservation of the originals of the jobbing order and the transmission of copies to ARMP through the focal point designated to that effect.
- The Project owner is **the Mayor of Widikum-Boffe Council** responsible for the general administrative, financial and technical assistance at the definition, preparation, execution and acceptance stages of the services forming the subject of the jobbing order.
- The contract engineer is **the Divisional Delegate of MINEE for Momo** and is responsible for the follow-up of the execution of the contract.
- The Contract Manager shall be the Chief of service for Energy Momo hereinafter referred to as the Contract Manager, He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.
- The project manager is the **CDO** for Widikum-Boffe council and is responsible the defense of interest at definition, preparation, execution and acceptance stages of the services forming the subject of the jobbing order
- The beneficiary is **the company**.

2- Security

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

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

ARTICLE 4: Language, law, and regulation

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

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

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

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

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

The constituent Contractual documents of this Contract are in order of priority:

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular elements necessary for the determination of the Contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) Plans, calculation notes, trial documents, geotechnical documents;
- 7) The General Administrative Conditions applicable on Public works Contracts that went into effect by Order N°. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the Contract.

Article 6: General instruments in force

This Contract shall be governed by the following general instruments:

1. Framework Law N°. 96/12 of 5th August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree N°. 2001/048 of 23rd February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
5. Decree N°. 2003/651/PM of 16th April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
6. Decree N°. 2018/366 of 20th June 2018 to institute the Public Contracts Code;
7. Decree N°. 2012/075 of 8th March 2012 to organise the Ministry in charge of Public Contracts;
8. Letter N°. 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
9. Circular N° 00000026/C/MINFI of 29th December 2023 on instructions relating to the execution of Finance laws, the Monitoring and control of the execution of the Budgets of the State and other entities for the 2024 fiscal year.
10. Unified Technical Documents (DTU) for building works;
11. Applicable standards;
12. Order N° 212/A/MINMAP of 28th September 2021 organizing the functioning of SIGAMP
13. Other instruments specific to the domain concerned with the Contract.

Article 7: Communication (Articles 6 and 10 supplemented)

7.1 All notifications and written communication within the framework of this Contract shall be sent to the following address:

- a) In the case where the contractor is the addressee: beyond the time-limit of 15 days fixed in Article 6 (1) of the GAC to make his domicile known to the Chief of Service and immediately after completion of the works, correspondences shall be validly address to council where the Contractor Resides.
- b) In the case where the Contracting Authority in the addressee: Mayor Widikum-Boffe Council with copies addressed to the Chief of Service and the Engineer.

7.2 The contractor shall address all written notifications or correspondences to the Engineer with a copy to the Chief of Service.

Article 8: Administrative Orders (Article 8 of GAC)

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

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

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

- 9.1 This Contract has one phase.
At the end of phase one, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the Contractor. This attestation shall condition the start of the following conditional phase.
- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

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

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the Contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).

- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has **five (5) days** to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the Contract as mentioned in article 45 below or the application of penalties [to be specified where need be].

Chapter II: Financial conditions

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

11.1 Final bond

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

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

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

11.2 Performance bond

The retention fund shall be set at 10 % of the amount of the Contract, inclusive of all taxes. The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the **Contracting Authority** upon request by the Contractor.

11.3 Guarantee of start-off advance

The contractor may be granted a start off amount of 20% of the Contract amount (inclusive of taxes) upon request.

The start-off payment shall be guaranteed at 100% by a Cameroonian bank recognized by the Ministry in charge of Finance.

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

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

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

Article 13: Place and method of payment

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

- a. For payments in CFA francs (amount in figures and letters exclusive of taxes) by credit to account N°. _____ opened in the name of the Contractor in the _____ bank.
- b. For payments in foreign currencies (amount in figures and letters exclusive of taxes) by credit to account N°. _____ opened in the name of the Contractor in _____ bank.

Article 14: Price variation (Article 20 of GAC)

13.1 Prices shall be firm.

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

13.2 Price updating modalities (not applicable)

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

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

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

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

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

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

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

The work done shall be evaluated using the unit price.

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

19.1 Materials supplied shall be received by the competent technical commission made up of the Contract engineer. The contractor shall present purchase receipts for these materials, certificate of treatment for poles and transformer test from Eneo.

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

Article 20: Advances (article 28 of the GAC)

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

20.2 This advance whose value cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid

to the Contractor during the execution of the Contract according to the modalities laid down in the Special Administrative Conditions.

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

20.4 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the Contractor.

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

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

21.1 Establishment of works executed

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

21.2 Monthly detailed account

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:

- 100-2.2/5.5% paid directly into the account of the Contractor;
- 2.2 or 5.5 % paid to the Public treasury as AIR due by the Contractor.

The amount of payment on account shall not exceed the value of the technical execution phases carried out.

Payment on account may be spread over the duration of the execution of the contract according to technical execution phases as defined in the contract.

Payment on account shall take place within thirty (30) days from the date of transmission to the competent accounting officer, of the documents giving entitlement to payment.

The contractor shall transmit seven (7) copies of the partial invoices to the Engineer for approval before the 5th of the month following the works executed.

The Engineer shall within a time-limit of seven (7) days forward the approved partial invoices to the Chief of Service.

The Chief of Service has a maximum time-limit of twenty-one (21) days to sign the partial invoice and to produce the documents giving entitlement to payment on account and transmit same to the competent accounting officer.

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 N°. 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:

- a) One two thousandth (1/2000th) of the initial Contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the Contractual time-limit;
- b) One thousandth (1/1000th) of the initial amount of the Contract inclusive of all taxes per calendar day beyond the 30th day.

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

B. Specific penalties

23.3 Independently of penalties for overrun of Contractual time-limit, the Contractor shall be liable for the following special penalties for the non-observation of the provisions of the Contract, especially:

- Late submission of final bond;
- Late submission of insurances, shall be one five thousandth (1/5000th) 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;
- Late submission of the draft execution schedule if the lateness is caused by the Contractor shall be one five thousandth (1/5000th) 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;

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

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

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

25.1 After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional acceptance, the Contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the Contractor may be entitled as a result of the execution of the whole Contract.

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

25.3 The Contractor has up to thirty (30) days to return the corrected and approved final detailed account to the competent accounting officer.

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

26.1 The Contract Manager has up to thirty (30) days to establish the general detailed account and forward to the Contractor after final acceptance.

At the end of the guarantee period which results in the final acceptance of the works, the Authorising Officer draws up the general and final detailed accounts of the Contract which he had signed jointly by the Contractor and the Delegated Contracting Authority. This detailed account includes:

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

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

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

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

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

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

SERIE 000: studies and surveys

A preliminary survey of hydropower potential in the form of brief topographic and geological survey, hydrological survey, head measurements, nearby precipitation observation data, etc

SERIE 100: INSTALLATIONS

Site Installation
Bring & Folding of Equipment
Project Launching and sensitization

SERIE 200: CLEANING AND SITE PREPARATION

Clearing of Vegetation
Removing of undesired rocks and cutting of tress
Construction of water diversion
Preparation of powerhouse surface
Clearing and tracing the evacuation corridor

SERIE 300 : CONSTRUCTION OF THE WEIR

Construction of the diversion
Construction of water inlet canal into the weir
Construction of a weir with overflow spillway.

SERIE 400 : CONSTRUCTION THE PENSTOCK

Supply and installation of penstock pipes of diameter 300mm
Construction of side and anchoring blocks, air vents

SERIE 500 : CONSTRUCTION OF POWER HOUSE

- Construction of power house
- Purchase and Installation of turbine
- Purchase and Installation of generator
- Purchase and Installation of control panel
- Purchase and Installation of governor
- Purchase and Installation of assembling valves

SERIE 600: CONSTRUCTION OF SWITCH YARD

- Purchase and Installation of transformer
- Purchase and Installation of conditioning unit (circuit breakers, switches, surge arresters, metering devices etc)

SERIE 600: CONSTRUCTION OF EVACUATION GRID

- Purchase and Installation of connection point
- Purchase and Installation of concrete poles
- Purchase and Installation of almelec cable of 34.4mm²
- Purchase and Installation of transmission line accessories

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

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

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

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

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

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

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

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

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

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

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

Article 34: Insurance of structures and civil liabilities (article 45 of GAC)

The Contractor shall take out a third-party risk insurance concerning persons, property or liabilities from an insurance company governed by the "CIMA" insurance code.

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

35.1 Programme of works, Quality Assurance Plan and pegging map.

a) Within a maximum deadline of *fifteen (15) days* from the date of notification of the Administrative Order to commence execution, the Contractor shall submit in *six (6) copies* for the

approval of project owner after the endorsement of the Contract Engineer the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable and the electricity network pegging map at scale 1/2500.

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 then has a deadline of five (5) days to give his approval or possibly make comments. Delay in approving the draft execution schedule shall stay the execution deadline.

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

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

b) The Environment Management Plan should bring out notably the choice 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 Engineer shall in no way diminish the responsibility of the Contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the Contract.

35.2 Execution draft

a) The execution plan documents (calculations and drawings) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the Contract Engineer at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.

b) The Contract Engineer has a deadline of five (05) days to examine and make known his observations. The Contractor then has a deadline of (04) four days to present a new file including the said observations.

35.3 In case of the non-observance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

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

36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work. It must have the following characteristics: Height = 2.80m, width=1.20m, board thickness=2.5cm at 1.20m above the ground level. The Contract Engineer shall put at the Contractors' disposal the text to be used.

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

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

Article 37: Implantation of structures

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

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

The part of the works to be sub-Contracted shall be 30 % 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 three days to approve the Contractor's personnel and laboratory as soon as the request is made.

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

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

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

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

CHAPTER IV: ACCEPTANCE

Article 42: PROVISIONAL ACCEPTANCE

42.1 PRE- ACCEPTANCE OPERATIONS

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

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

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

- Contract Engineer,
- Contractor,
- MINMAP.

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

42.2 Acceptance

The acceptance commission shall comprise:

- 1- The Project Owner (Chairman)
- 2- The Delegated Contracting Authority..... (Member)
- 3- The Contract Engineer..... (Secretary)
- 4- The Contract Manager..... (Secretary)
- 5- The Project Manager (SIGAMP).....(Member)
- 6- The stores accountant at Widikum-Boffe Council(Member)
- 7- The DD MINMAP Momo or his representative..... (Observer)
- 8- The representative of the community..... (Observer)
- 9- The Contractor or his Representative..... (Member)

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

ARTICLE 43: DOCUMENTS TO BE FURNISHED AFTER EXECUTION

43.1 The contractor shall furnish within one (1) month after completion of the works five (05) copies of all working documents and drawings as executed, especially those relevant to the exploitation and maintenance of the works.

43.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with Article 43.1 above.

Article 44: GUARANTEE PERIOD.

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

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

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

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 N°. 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 an Administrative Order or unjustified stoppage of more than seven (7) calendar days;
- Delay in work resulting in penalties of more than 10 % of the amount of the works;
- Refusal to repeat poorly executed works;
- Default by the Contractor;
- Persistent non-payment for services.

Article 47: Case of force majeure (article 75 of the GAC)

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

- *Rainfall: 200 millimetres in 24 hours;*
- *Wind: 40 metres per second;*
- *Flood: decennial flood frequency.*

Article 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 court in the North-West Region of the Republic of Cameroon.

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 49 and last: Entry into force of the Contract

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

Document No. 5:
TECHNICAL SPECIFICATIONS

I. GENERAL INDICATIONS

I-1- PURPOSE OF THIS DOCUMENT

The purpose of this contract is to carry out the Mini Hydro plant in Menka (phase II) in Widikum Boffe Subdivision in Momo Division, North West Region.

CHAPTER: GENERAL

The special technical conditions describe the state of the arts practice as recognized and applied in the Ministry of Water and Energy of the Republic of Cameroon, the State's Engineer. As such any major stage of the structure must receive a written acceptance by the competent representative of the Ministry of Water Resources and Energy.

Indicatively but not exclusively the following guidelines must be adhered to.

The tasks to be executed are the following:

SERIE 000: STUDIES AND SURVEYS

SERIE 100: INSTALLATIONS

SERIE 200: CLEANING AND SITE PREPARATION

SERIE 300 : CIVIL WORKS

SERIE 400 : CONSTRUCTION THE PENSTOCK

SERIE 500 : CONSTRUCTION OF POWER HOUSE

Works description

1. SERIE 000: STUDIES AND SURVEYS

A preliminary survey of hydro power potential in the form of brief topographic and geological survey, hydrological survey, head measurements, nearby precipitation observation data, etc. reviews of existing data is also very Paramount for this Project. The main obstacle for a small-scale hydropower plant is the high development cost. Here the element technologies are described assuming the need to reduce the construction cost of civil structures (no description is given for those which equally apply to the design of an ordinary hydropower plant).

SERIE 100: INSTALLATIONS

This activity under the general conditions previewed in the tender the site installation as well as the bringing and withdrawal of equipment on the site. It includes :

- The preparation of surfaces, construction, building of site offices and site barrack;
- The installation of potable water and electric energy to the work site from an existing connection post;
- The opening of access roads for the delivery and removal of materials and heavy machinery necessary for the execution of the works, including especially concrete mixing plant;
- The Costs for maintenance, cleaning and exploitation of premises, workshops, including security;
- Profiling and pegging of the works site;
- The clearing off at the end of the works of all excess equipment and materials and the restitution of the site to at least its initial state;
- The buying of individual protecting equipment for administration to be handed to the Contract Engineer.
- The securing of the site (day and night) for the duration of the project.
- Sensitization of the population on the essence of the project and its precise application as well as its capacity. The need of safety measures to be taken by the population especially while works are ongoing.

SERIE 200: CLEANING AND SITE PREPARATION

Grass clearing

This consists in the cutting of all small vegetation around the catchment area, the identified location of the weir, the penstock track, the power house location, the evacuation corridor and the access roads.

Deforestation

This consists in cutting and uprooting small trees found around the catchment area, the identified location of the weir, the penstock track, the power house location, the evacuation corridor and the access roads. Where need be the holes left after the uprooting must be covered with ordinary soil.

Design of the intake

For the design of the intake for a small-scale hydropower plant, it is necessary to examine the possible omission of an intake gate and others in order to achieve cost reduction. In the case of a small-scale hydropower plant, the headrace tends to be an open channel, a covered channel or a closed conduit. When this type of headrace is employed, it is essential to avoid a water inflow volume which considerably exceeds the design intake volume as it will directly lead to the destruction of the headrace. Meanwhile, as automatic gate control for a small-scale hydropower plant results in a cost increase, manual control is opted for. In the case of the intake facility for a small-scale hydropower plant being constructed in a remote mountain area, a swift response to flooding is difficult. The following method is, therefore, proposed to control the inflow at the time of flooding without the use of a gate, etc.

(1) Principle

This method intends the design of an intake which becomes an orifice with a rise of the river water level due to flooding and is frequently used for a Tyrolean intake or for small-scale hydropower plants in Widikum.

(2) Equipment outline

The important points for design are listed below.

- a. It is necessary for the intake to have a closed tap instead of an open tap so that it becomes a pressure intake when the river water level rises.
- b. The intake should be placed at a right angle to the river flow direction where possible so that the head of the approaching velocity at the time of flooding is minimized.
- c. As water inflow at the time of flooding exceeds the design intake volume, the spillway capacity at the settling basin or starting point of the headrace should be fairly large.

The Removing of undesired rocks to clear the catchment or the water inlet area will be done equally. A water diversion will be constructed from the main stream so as not to harness all the water flowing. Preparation of powerhouse surface will be done at the site already identified.

Settling basin

The settling basin must have not only a structure which is capable of settling and removing sediment which is a size larger than the minimum size which could have an adverse impact on the turbine, etc. but also a spillway to prevent excessive water inflow into the headrace.

SERIE 300: CONSTRUCTION OF THE WEIR

A weir (low wall structure on rock foundation) is constructed with a rectangular notch through which all the stream water flows. The crest of the weir must be kept sharp and sediment must be prevented from accumulating behind the weir. The water diverted into the channel must be regulated during high and low river flows, the pool created by the weir will tend to silt up over time, and measures must be taken to prevent the silt from burying the intake. The following considerations will be considered.

- Weir axis perpendicular to river
- structure to reach rock foundation
- Stability (Overturning, Sliding, Bearing)
- Backwater effect upstream
- Weir protected against erosion
- Apron to avoid scouring

The weir is designed for the worst flood (Q_{flood}) likely to be encountered for our system. The flood barrier walls therefore is estimated and designed appropriately. In the first step of the intake design, the appropriate width b of the weir which serves as a control device for the backwater level (H_b) in the forebay, where the diversion channel is tapped.

$$H_B = \frac{Q_{\text{flood}}^{2/3}}{(2.95 \cdot \mu \cdot b)^{2/3}} \text{ [m]}$$

As the weir volume is proportionate to the square of the height, it is important to decide the weir height in view of its minimisation taking the following conditions into consideration.

1. Conditions restricting waterway elevation

Construction of a 10m long triangular weir with dosed at 400kg/m^3 , 0.5m thickness with an overflow spillway pipe.

To decide the weir height, it is necessary to take the topographical and geological conditions of the waterway route into consideration in addition to the conditions at the weir construction site. Careful examination is particularly necessary at a site where the waterway construction cost accounts for a large proportion of the total construction cost. The weir height at a site where the waterway is constructed under an existing road is often decided with reference to the elevation of such a road.

2. Possibility of river bed rise in downstream

As the weir height for a small-scale hydropower plant is generally low, there is concern that its normal function could be disrupted by a rise of the riverbed in the downstream.

Accordingly, the future riverbed rise should be assumed to decide the weir height if the planned site falls under any of the following cases.

- Gently sloping river with a high level of transported sediment
- Existence of not fully filled check dam, etc. in the downstream of the planned intake weir
- Existence of a collapsing site in the downstream with concern in regard to continuous collapse in the future
- Existence of a narrow section in the downstream which obstructs the flow of sediment and/or driftwood

3. Conditions to remove sediment from front of weir and settling basin by intake method (Tyrolean intake and side intake).

Under normal circumstances, the weir height should be planned to exceed the calculated value by the following method to ensure the smooth removal of sediment from the front of the weir and the settling basin.

1) Side intake

In the case of side intake, the following Case (a) or Case (b), whichever is the higher, is adopted.

a. Weir height (D1) determined in relation to the bed elevation of the scour gate of the intake weir $D1 = d1 + h_i$

b. Weir height (D2) determined by the bed gradient of the settling basin
 $D2 = d2 + h_i + L (i_c - i_r)$

Where,

$d1$: height from the bed of the scour gate to the bed of the inlet (usually 0.5 – 1.0m)

$d2$: difference between the bed of the scour gate of the settling basin and the riverbed at the same location (usually around 0.5 m)

h_i : water depth of the inlet (usually determined to make the inflow velocity approximately 0.5 – 1.0 m/s)

L : length of the settling basin (see Chapter 5-5.3 and Fig.5.3.1)

i_c : inclination of the settling basin bed (usually around $1/20 - 1/30$)

i_r : present inclination of the river

3) Tyrolean intake

A Tyrolean intake where water is taken from the bottom assumes that the front of the weir is filled with sediment and, therefore, Case D₂ determines the weir height for side intake.

$$D_2 = d_2 + h_i + L (i_c - i_r)$$

4) Influence-t-on electric energy generated

At a site where the usable head is small or where it is planned to secure the necessary head by a weir, the weir height significantly influences the level of generated electric energy. Accordingly, it is necessary to determine the weir height at such a site by comparing the expected changes of both the construction cost and the generated electric energy because of different weir heights.

5) Influence of back water

When roads, residential land, farmland and bridges, etc. exist in a lower elevation area in the upstream of a planned intake weir site, it is necessary to determine the weir height to prevent flooding due to back water. Particularly at a site with a high weir height, the degree of influence on the above features must be checked by means of back water calculation or other methods.

SERIE 400 : CONSTRUCTION THE PENSTOCK

Supply and installation of penstock pipes of diameter 300mm and 6m long.

Installation height of penstock

There are many reports of cases where inappropriate operation has caused the inflow of sediment into the penstock, damage the turbine and other equipment. Accordingly, it is desirable for the inlet bottom of the penstock to be placed slightly higher than the apron of the head tank (some 30 – 50 cm). At present, the main pipe materials for a penstock are steel piping, ductile iron piping and FRPM (fibre reinforced plastic multi-unit) piping. In our case of a small-scale hydropower plant, the use of hard vinyl chloride piping is envisaged. Howell piping or spiral welded piping can be considered because of the small diameter and relatively low internal pressure. The characteristics of each pipe material are shown below Penstock pipe materials for small-scale hydropower plant".

	Resin Pipe			Iron Pipe		
	Hard Vinyl Chloride Pipe	Howell Pipe	FRP Pipe	Steel Pipe	Ductile Iron Pipe	Spiral Welded Pipe
Characteristics	<ul style="list-style-type: none"> • Most popular material for a pipeline as it is frequently used for water supply and sewer lines • Effective for a pipeline with a small discharge • Rich variety of ready-made irregular pipes • Often buried due to weak resistance to impact and large coefficient of linear expansion 	<ul style="list-style-type: none"> • Basically resistant to external pressure but ready-made pipes to resist internal pressure are available • Relatively easy fabrication of irregular pipes due to easy welding • Basically used as a buried pipe 	<ul style="list-style-type: none"> • Plastic pipe reinforced by fibre glass • Used as an exposed pipe and can be made lighter than FRPM pipe with a thinner wall as it is not subject to external load other than snow 	<ul style="list-style-type: none"> • Popular choice to penstock at a hydropower plant • Reliable material due to established design techniques 	<ul style="list-style-type: none"> • Often used for water supply, sewer, irrigation and industrial pipes • Generally used as a buried pipe although exposed use is also possible • High resistance to both external and internal pressure 	<ul style="list-style-type: none"> • Some examples of use for a pipeline • Mainly used as a buried pipe for appearance to hide a spiral welding line • Can be used as steel pipe piles
Maximum Pipe Diameter (mm)	Thick pipe: Ø300 Thin pipe: Ø800	Ø2,000	Ø3,000	approx. Ø3,000	Ø2,600	Ø2,500
Permissible Internal Pressure (kgf/cm ²)	Thick pipe: 10 Thin pipe: 6	2.0 – 3.0	Class A: 22.5	133	approx. 40	15
Hydraulic Property (n)	0.009 – 0.010	0.010 – 0.011	0.010 – 0.012 (approx. 0.011 in general)	0.010 – 0.014 (approx. 0.012 in general)	0.011 – 0.015 (approx. 0.012 in general)	-

	Resin Pipe			Iron Pipe		
	Hard Vinyl Chloride Pipe	Howell Pipe	FRP Pipe	Steel Pipe	Ductile Iron Pipe	Spiral Welded Pipe
Workability	<ul style="list-style-type: none"> • Easy design and work due to light weight and rich variety of irregular pipes 	<ul style="list-style-type: none"> • Good workability due to light weight 	<ul style="list-style-type: none"> • Good workability due to light weight and no need for on-site welding as a specially formed rubber ring is used for pipe connection • Steel pipes are used for irregular sections because of the limited availability of irregular FRP pipes 	<ul style="list-style-type: none"> • Inferior workability to FRP pipes 	<ul style="list-style-type: none"> • Inferior workability to FRP pipes 	<ul style="list-style-type: none"> • Inferior workability to FRP pipes
Water-tightness	<ul style="list-style-type: none"> • Good water-tightness as bonding connection is possible 	<ul style="list-style-type: none"> • No problem of water-tightness at the joints 	<ul style="list-style-type: none"> • No problem of water-tightness as the joint connection method is established 	<ul style="list-style-type: none"> • No problem of water-tightness as the joint connection method is established 	<ul style="list-style-type: none"> • Good 	<ul style="list-style-type: none"> • No problems

Construction of side and anchoring blocks, air vents

Penstock material

At present, the main pipe materials for a penstock are steel piping, ductile iron piping and FRPM (fibre reinforced plastic multi-unit) piping. In the case of a small-scale hydropower plant, the use of hard vinyl chloride piping, Howell piping or spiral welded piping can be considered because of the small diameter and relatively low internal pressure. The characteristics of each pipe material are shown in "Table above Penstock pipe materials for small-scale hydropower plant".

Calculation of steel pipe thickness

The minimum thickness of steel pipe of penstock is determined by following formula.

$$t_0 = \frac{P \times d}{2 \times \theta_a \times \eta} + \delta t \text{ (cm)} \quad \text{and } t_0 \geq 0.4 \text{ cm or } t_0 \geq (d+80)/40 \text{ cm}$$

where, t_0 : minimum thickness of pipe

P: design water pressure i.e. hydrostatic pressure + water hammer

(kgf/cm²), in micro-hydro scheme $P = 1.1 \times$ hydrostatic pressure. For instance, if the head (H_p , refer to following figure) from head tank to turbine is 25m, $P = 2.5 \times 1.1 = 2.75$ kgf/cm².

d: inside diameter (cm)

θ_a : admissible stress (kgf/cm²) SS400: 1300kgf/cm²

η : welding efficiency (0.85 ~ 0.9)

δt : margin (0.15cm in general).

Determining the Diameter of Penstock

Generally the diameter of penstock is determined by comparison between the cost of penstock and head loss at penstock. For instance, in the case of design discharge (Q_d) = 0.50 m³/s, length of penstock (L_p) = 60 m, height from head tank to power house (H_p) = 15 m, average angle (A_p) = 15/60 = 0.25, the optimum velocity (V_{opt}) is determined as about 2.32 in Reference 5-2. Therefore the diameter of penstock pipe (d) is $d = 1.273 \times (Q_d / V_{opt})^{0.5} = 1.273 \times (0.5 / 2.32)^{0.5} = 0.59$ m

SERIE 500 : CONSTRUCTION OF POWER HOUSE

Construction of power house

Powerhouse can be classified into 'the above ground type or the semi-underground type' and 'the underground type'. Most small-scale hydro power house are the above ground type. The dimensions for the floor of powerhouse as well as the layout of main and auxiliary equipment should be determined by taking into account convenience during operation, maintenance and installation work, and the floor area should be effectively utilized. Various types of foundation for powerhouse can be considered depending on the type of turbine. However the types of foundation for powerhouse can be classified into 'for Impulse turbine' (such as Pelton turbine, Turgo turbine and cross flow turbine) and 'for Reaction turbine' (Francis turbine, propeller turbine).

$$h_c = \left(\frac{1.1 \times Q_d^2}{9.8 \times b^2} \right)^{1/3}$$

h_c : water depth at afterbay (m)

Q_d : design discharge (m³/s)

b : width of tailrace channel (m)

Foundation for Impulse Turbine

Fig.5.7.1 shows the foundation for cross flow turbine, which frequently is used in the micro-hydro scheme as an impulse turbine. In case of impulse turbine, the water passing by the runner, is directly discharged into air at tailrace. The water-surface under the turbine will be raged. Therefore the clearance between the slab of powerhouse and water-surface at the afterbay should be kept at least 30-50 cm. The water depth (h_c) at the afterbay can be calculated by following equation.

Purchase and Installation of turbine

Purchase and Installation of generator

Purchase and Installation of control panel

Purchase and Installation of governor

Purchase and Installation of assembling valves

Foundation of Powerhouse

Powerhouse can be classified into 'the above ground type or the semi-underground type' and 'the underground type'. Most small-scale hydro power house are the above ground type. The dimensions for the floor of powerhouse as well as the layout of main and auxiliary equipment should be determined by taking into account convenience during operation, maintenance and installation work, and the floor area should be effectively utilized. Various types of foundation for powerhouse can be considered depending on the type of turbine. However the types of foundation for powerhouse can be classified into 'for Impulse turbine' (such as Pelton turbine, Turgo turbine and cross flow turbine) and 'for Reaction turbine' (Francis turbine, propeller turbine).

TECHNICAL PARAMETERS FOR A 100Kw PELTON TURBINE GENERATOR UNIT			
Net head	Hr	90	m
Design flow rate	Q	0.18	m ³ /S
Installed capacity	P(kW)	100	kw
TURBINE		GENERATOR	
Rotating speed		Generator frequency	50Hz
Rated rotating speed		Rated voltage	400v
		Rated current	
		Rated efficiency	
Efficiency of turbine η_m	89.5%	Excitation	Brushless Excitation
Max Runway speed n fmax	1385r/min	Connection way	Direct connect
Rated Output Nt	100kW	Max runaway speed nf max ^t	1385r/min
Rated Discharge Qr	0.102m ³ /s	Rated rotating speed nr	750r/min
Turbine real machine efficiency η_r	86%	Unit support form	Horizontal

CHAPTER II: PROTECTION OF THE ENVIRONMENT

SITE FACILITIES

The Contractor will propose to the Project Manager before the start of the works the location of his site installations and will request by verbal note (authentic site report) his installation authorization.

The site must be chosen outside of sensitive areas, in order to limit brush clearing, uprooting of shrubs, cutting down of trees. In the site installation area, the pruning and felling of trees whose diameter measured at 1m from the ground is greater than 20 cm will be carried out after prior agreement of the Delegated Project Manager.

The site must provide adequate drainage of water over its entire surface. The machine maintenance and washing areas must be concreted and provide a sump for the recovery of oils and greases. These maintenance areas should have a slope towards a sump made for the occasion and towards the interior of the platform in order to prevent the flow of polluting products to uncoated floors.

At the end of the work, the contractor will carry out all the work necessary to restore the premises. The contractor must fold all his equipment, machines and materials. He must demolish any fixed installation, such as a foundation, concrete or metallic support, etc. demolish the concrete areas, decontaminate the soil if this has been the case, or generally restore the site to its condition as close as possible to its initial state. He may not abandon any equipment or materials on the site or in the surroundings. For the storage of demolition materials, the Contractor must obtain approval from the site of the Project Manager. The materials are to be covered with a layer of soil, and the site must receive adequate drainage in order to avoid any erosion.

After the equipment has been withdrawn, a report drawn up under the responsibility of the control mission will confirm that the site has been restored. It must be drawn up and attached to the P.V. upon receipt of the work. The payment of the equipment withdrawal package can only be remunerated at the sight of this P.V. noting the restoration of the site including the quarries exploited.

OPENING OF A TEMPORARY BORROW PITS

The contractor must request the authorizations provided for by the texts and regulations in force:

- Law 76/14 of July 8 modified and supplemented by that n° 90/021 of August 10, 1990
- Decree 88/772 of May 16, 1988 modified by decree 89/674 of April 13, 1989
- Decree 90/1477 of November 9, 1990

He will bear all related costs, including operating taxes and any compensation costs to the owner. In case of need for new borrow sites, the contractor must obligatorily request the prior agreement of the Delegated Project Manager (verbal note recorded in the compulsory site report). The following criteria must be met:

- distance from the site at least 30 m from the road,

- distance from the site at least 1 00 m from a watercourse or a body of water,
- distance from the site at least 1 00 m from the dwellings,
- surface to be discovered limited to the strict minimum
- quality trees (at the discretion of the Delegated Project Manager) preserved and protected.

The deposit areas must be chosen so as not to impede the normal flow of water and must be protected against erosion. The Contractor must also obtain the approval of the Delegated Project Manager for the depot areas (mandatory verbal note recorded in the site report).

If the proposed sites, the operating method and the planned developments do not comply with environmental directives, the Project Manager may not give his approval and the contractor must propose other sites, either modify the method 'operation, or propose the arrangements in accordance with the directives, without the contractor being able to claim any compensation.

The Contractor will bear all the operating costs of the borrow places and in particular the opening and development of access tracks, brush clearing and deforestation, removal of topsoil or undesirable materials and their implementation deposit outside the limits of the loan, as well as the prescribed environmental protection work.

The Company will perform at the end of the work, the work necessary for the restoration of the site. These works include:

- the leveling of discovered materials and then the adjustment of topsoil to facilitate percolation of water, sodding and planting if prescribed,
- the restoration of previous natural flows and the creation of guard ditches,
- the removal of the dilapidated aspect of the site by distributing and concealing the large boulders,

After the restoration in accordance with the prescriptions, a report will be drawn up and the last count can only be settled in the sight of the PV observing the respect of the directives of the restoration.

USE OF A PERMANENT CLASSIFIED CAREER

The Contractor must request the authorizations provided for by the texts and regulations in force and will bear all related costs, including operating taxes and any compensation costs to the owners.

The Contractor will watch during the execution of the works

- the preservation and protection of trees during stacking of materials,
- the drainage works necessary to protect the materials deposited,
- the conservation of the plantations delimiting the quarry,
- maintenance of access and service roads.

General:

For all construction arteries medium voltage, single-phase or three-phase sub-stations, MV/LV, LV single-phase and three-phase lines, generator house, thermal electricity production, and security measures and environmental protection to be observed, they must conform to the requirements, laws, decrees, orders, standards, norms and Publications in force in Cameroon and for management of the electricity sector. In default the texts will be applied in this order:

- The recommendations of the International Electro-technical Committee (IEC Publication);
- The European standards CEN-CENELEC (EN);
- The French ANOR standards;
- The decision of 2th April 1991 laying down the Technical Conditions to be satisfied by the distribution of electricity, published in the Official Gazette of the French Republic on May 4, 1991;
- Circular No. 78-79 of 6th July 1978 on the implementation of the Decree of May 26, 1978'
- Standards Approved French NFC;
- French UTE standards and in particular;
- C 10-100;
- C 10 - 101;

- C 10 - 200;
- Any other norms recognized in the system (ISO).

All these rules may be modified under the responsibility of the Administration in charge of electricity to reflect local conditions, knowing that the works will be built to suit the conditions defined below:

- Average temperature: 35° C
- Humidity correspondent: 98 %
- Extreme temperature (indoor):
- The Minimum + 10°C;
- Max + 50° C;
- Exceptional speed winds 180 km / h;
- Normal speed winds 5 to 35 km/h

Wooden poles shall conform to the standard UPDEA.

*** Specific case of mini and micro diesel power plants:**

They are part of the internal electrical installations for power up to 100 KW (125 KVA). It will often consist of compact units with low voltage three-phase output or separate elements with a low voltage general control board, transformer, three-phase MV outlet.

Documents:

The Works will be performed according to the following documents;

- The technical offer of the bidder (detailed technical definition of the consistency of the work and execution plans,) approved and completed by the project owner
 - The attached cost estimates;
 - The general administrative terms and conditions applicable to works Contracted on behalf of State;
 - The various international standards recognized in the system (ISO) and may apply to the environment and economic climate of Cameroon;
 - The local power authority, safety and environmental protection regulations applicable in Cameroon;
- The Contract documents are complementary and must be accepted as a whole. They explain and complement each other in order to define the works to be performed.

All that would be missed by some, but noticed by others and that would be required to complete the work in accordance with the clear intent of the said Contract documents to be executed by the Contractor without additional charges.

MV SINGLE-PHASE OR THREE-PHASE LINE

The single-phase or three-phase antenna will be derived from a phase of the triple phase mainline. It will be constructed in 11m wooden poles, class D and Almelec 34.4 mm² cable, stretched on a rigid glass insulator mounted on spindle on wooden poles. A derivation is made as a bypass with a fuse that will swing making the fuse opening visible and easily locate the faults in the line. The works of involve:

- ✓ 601001: Supply and installation of rigid glass insulators including perforated attachment and all constraints of supply and labor;
- ✓ 601002: Supply and installation of 30kV chain of three insulators;
- ✓ 601003: Supply and installation U bolts for insulation chain, including supply and installation galvanized bolts;
- ✓ 601004: Supply and installation of overhead support spindle;
- ✓ 601005: Supply and installation "Danger of Death" plate;
- ✓ 601006: Supply and installation number plate on wooden poles;
- ✓ 601007: Supply and installation breakage 70/600;
- ✓ 601008: Supply and installation mounting brackets;
- ✓ 601009: Supply and installation single-phase fuses cutout including all accessories;
- ✓ 601010: Supply and installation of 27 kV surge arrester including connection;
- ✓ 601011: Supply and stringing of 34.4mm² Almelec cable;
- ✓ 601012: MV junction and bypass single-phase;
- ✓ 601013: Supply and planting simple wooden pole 11m - class D;
- ✓ 601014: Supply and planting twin wooden pole 11m - class D;
- ✓ 100000: Studies and pegging leading to the establishment of an implementation plan to be approved by the contract engineer;
- ✓ 101001: Excavation in natural terrain;

- ✓ 101002: Excavation in semi rocky terrain;
- ✓ 101004: Excavation in rocky terrain;
- ✓ 101005: Construction of concrete foundation

The fuses cutout will be installed from the beginning of each branch; class 2A for the derivation $\leq 500\text{m}$ feeding a single transformer 6A class for long-lead and those supplying several transformers.

- In all MV/LV transformers (Sizes 3.1A)

At each MV/LV transformer is consistently associated surge arrester which determines the level of surge the transformer (125KV) can withstand and the nominal voltage is 27 KV.

It is mounted on the same support as the transformer and connected between one phase and the ground circuit.

Transformer substation MV / LV phase

It is expected to be on a class D post in transit or at the end and installed with a platform to maneuver in solid concrete. Work to be done

- ✓ 602001: Supply and installation pigtail BQC 14-250;
- ✓ 602002: Supply and installation of two bolts for hanging transformer 16-300;
- ✓ 602004: Supply and installation of 25 kVA transformer 17.320 kV/B2;
- ✓ 602006: Supply and installation arm bis 70×600 for support of pairing;
- ✓ 602006: Supply and installation of dischargers;
- ✓ 602007: Fixing and connecting surge arrester 27 kV;
- ✓ 602008: Setting up and connecting single phase fuses cutout;
- ✓ 602011: construction of earth grounding;
 - A mechanical protection or gutter tube galvanized pipe $\varnothing 40$;
 - Tube PVC $\varnothing 25$ length 2×8.8 cm;
 - Insulated copper cable 29 mm^2 -18m;
 - Two copper fittings.
- ✓ 602013: Making a grounding type C, provided with cable straight and level including:
 - A cable 29 mm^2 bare copper in trench 0.5×0.80 of length equal to $2 \times 15\text{m}$;
 - A copper fitting;
- ✓ 602021: Full equipment of a post three-phase 25kVA, 17.32 kV/210V with an earth type 2BH;

The transformer should be new and tested in one of the ENEO testing Centers.

LV NETWORK SINGLE PHASE OR THREE-PHASE

Low voltage lines will be built on simple 9m wooden poles spaced 45m apart, with $4 \times 25 \text{ mm}^2$ twisted cable for the single-phase lines and spaced 40m apart with $3 \times 70 \text{ mm}^2 + 1 \text{ NP} + \text{EP}$ preassembled cable for Three-phase lines. In case of mixed network MV/LV, the materials will be 11 m poles spaced apart with a maximum distance of 45 meters.

The cables will be assembled in pairs and connected to the terminals of the combined protection in order to build a cable round trip, so it is electrically $2 \times 25 \text{ mm}^2$ a cable, which allows for long lines in the order of 2 to 3km from the MV / LV.

The works to be done;

- ✓ 603001: Supply and installation of alignment support;
- ✓ 603002: Supply and installation of anchoring clamp;
- ✓ 603003: Supply and installation of all IT D76 4 connections;
- ✓ 603004: Supply and installation of anchor arms BOR $\varnothing 12\text{L}$ including a hook 250, an anchoring clamp 27 or AFU PE3 (PE25);
- ✓ 603005: Providing and laying stringing $4 \times 25 \text{ mm}^2$ Alu twisted cable;
- ✓ 603007: Grounding type C cable will work cable, compound cable numbered from 0 and 1;
- ✓ 603008: Supply and planting simple wooden poles 9m class C;
- ✓ 603009: Supply and planting twin wooden poles 9m class C;
- ✓ 6030010: Supply and planting of strutted wooden poles 9m class C;
- ✓ 6030011: Supply and fitting end cap on retractable cable pre-assembled or twisted;

HOUSEHOLD CONNECTIONS

- ✓ This is to cover aerial connections two or four wires. The work involved will include;
701001: Connecting household 2 wire 220V;
- ✓ 701003: Connecting aerial 2 wire 2 220 V counter or 4'wire- 220/380V counter.

Clearing and pruning

It involves the, cutting and clearing of trees in urban and rural areas, including bushes with opening of transects 7 meters in width.

THE DELIVERIES AND HANDLING

The transportation of material and its handling from the place of supply to the construction site including distribution of wooden poles to their holes

NETWORK DESIGN

✓ Medium Voltage (MV) and Low Voltage (LV) networks

The single phase service voltage is fixed at: 17,32kV

STANDARDISED CONDUCTORS	INSTALLATION SAG	LINEAR RESISTANCE	INSTALLED POWER KVA	NOMINAL CURRENT (A)	LONGEST NETWORK END LENGTH	ADMISSIBLE VOLTAGE DROP
4x25mm ² Aluminium twisted cable	0.47 m	R=1.20Ω/km	20 -25 KW	96	1km	20% (380/220V)
34mm ² Almelec cable	0.30 m	R=0.958Ω/km	75KVA	0,7	5km	20%

Equivalent distance between poles for LV network: 50 – 60m such as to avoid longitudinal efforts (Copperweld type earth device every three hundred metres and the pole after the transformer).

Equivalent distance between poles for MV network: 100 – 110m (line with rigid insulators)
34.4mm² Almelec cables: mass =0.258kg/ml or 54.6mm² Almelec cables.

The insulators are made up of tempered glass of type HT36 or HT38; the chain of insulators will be made up of 3 elements for 30KV lines.

POLES	CLASS C	CLASS D	ANGLE	POLE TRENCH DEPTH (M)	HEIGHT ABOVE SOIL (NORMAL SURFACE)	HEIGHT ABOVE SOIL (CROSS ROADS)	OBSERVATIONS
Wooden poles 9m/s	190 DAN	300 DAN	≤10° Alignment	H/10 +0.5	6,15m	8,20m	Choice of 9m simple poles class D
Wooden poles 9m/twin	570 DAN	900 DAN	45° to 90°	H/10 + 0.5	6,15m	8,20m	twin 9m poles at bends or angles
Wooden poles 9m/x	1450 DAN	2250DAN	45° to 90°	H/10 + 0.5	6,15m	8,20m	9m strut poles at line ends
Wooden poles 11m/s	1000 DAN	1250 DAN	25° to 60°	H/10 + 0.5	7,95m	10m	Laterite surfaces
Wooden poles 11m/twin	1500 DAN	2250DAN	60° to 90°	H/10 + 0.5	7,95m	10m	Fixed on dry rocks

✓ DESIGN OF INFRASTRUCTURES/EQUIPMENT

Transformers

The required power is P = 54.1KVA. Given that the line losses and the load capacity of transformers is fixed at a nominal value of 80%, the effective power required is 64.8 KVA which is equivalent to a single-phase transformer of 25KVA.

The present project foresees the supply of the domestic energy needs of a sector of the concerned population and will have a 25KVA single phase transformer.

The supply of the rest of the community with single phase low voltage will be done subsequently after the execution of this project at the request of the beneficiary population.

Fuse cutouts

The standards foresee Fuse cutouts for every 500m for single phase networks: One at the deviation point and the other at the level of the transformer

NETWORK PROTECTION AND STANDARDISATION.

Both specifications need to be taken into consideration during the connection of the constructed network to the ENEO grid given that the latter company emphasizes on the effective standardisation of equipment and electrical installations prior to connection to the network under their management. The standardisation consists of protecting and securing the installations as well as ensuring quality energy supply to the consumers.

The recommendations suggested in this study are in conformity with the standards in force. It will therefore be important to simply respect them and acquire electrical material which is in conformity with these standards.

The major related recommendations based on the specifications mentioned are as follows:

- Installation of a fuse cutout at the connection point and at each transformer to facilitate network branch isolation in case of problems;
- Installation of twin poles at each end point and each deviation point;
- Use of standard 11m poles for Medium Voltage and mix lines; 9m poles for simple Low Voltage lines or segments;
- Installation of earthings at end points, each pole carrying a transformer and each pole surrounding a transformer;
- 1×34.4 mm² Almelec cables for Medium Voltage lines and 4×25 mm² Aluminium twisted cables for Low Voltage lines.
- The poles are implanted according to standard drawings.

Medium Voltage and Mixt lines.

- * Simple 11m pole with suspended insulator and anchoring equipment for straight alignments and angles up to 10°;
- * Twin 11m poles with suspended insulator and anchoring equipment for angles between 60° and 90°;

Low Voltage lines

- * Simple 9m poles with suspension support and suspension clamp for straight alignments and 10° maximum;
- * Twin 9m poles with Suspension support and suspension clamp for angles 10° and 45° and for deviations (≥ 90°).

MATERIALS FOR PROJECT EXECUTION

In conformity with Cameroon Standards, the different types of assemblies for the electricity network, are listed below:

1. SIMPLE 11m POLES IN STRAIGHT ALIGNMENT (angles up to 25°)

Code MT-101

Element

Spindle

Rigid glass insulator

Other accessories (joints, bolts, galva plates, washers)

Quantity

1

1

2

2. VERTICALLY ALIGNED 11M POLES (angles 25° to 60°)

Code	MT-102	
Element		Quantity
Anchor iron or hook pig tail type14 x 450		1
3 elements insulator (horizontal suspension)		1
Angle plier		1
Other accessories (ball sockets, rollers, galva plate, washer)		1

3. VERTICAL ANGLE 11m TWIN POLE (angle 60° to 90°)

Code	MT-103	
Element		Quantity
Anchor iron or hook pig tail type14 x 450		2
3 elements insulator (horizontal suspension)		2
Deflection Plier		2
Spindle		1
Rigid Glass insulator		1
Other accessories (fastener, bolt, galva plate, washer)		4

4. VERTICAL ANGLE 11m STRUT POLE (angle greater than 90°)

Code	MT-104	
Element		Quantity
Anchor iron or hook pig tail type14 x 450		2
3 elements insulator (horizontal suspension)		2
Deflection Plier		2
Head support		1
Rigid Glass insulator		1
Other accessories (fastener, bolt, galva plate, washer)	4	1
support in galvanized steel		1
		Strut

5. VERTICAL ANGLE 11m SUPPORTED POLE (angle greater than 90°)

Code	MT-105	
Element		Quantity
Anchor iron or hook pig tail type14 x 450		2
3 elements insulator (horizontal suspension)		2
Deflection Plier		2
Spindle		1
Rigid Glass insulator		1
Other accessories (fastener, bolt, galva plate, washer)		4

6. 9m SIMPLE POLE IN STRAIGHT ALIGNMENT (angle up to 10°)

Code	BT-301	
Element		Quantity
Suspension element		1
Suspension clamp		1
Other accessories (fastener, bolt, galva plate, washer)		1

7. TWIN 9m POLE IN STRAIGHT ALIGNMENT (angle from 10°to 45°)

Code	BT-302	
Element		Quantity
Suspension element		1
Suspension clamp		1
Other accessories (fastener, bolt, galva plate, washer)		1

8. VERTICAL ANGLE STRUT 9M POLE (angle from 10° to 45°)

Code	BT-303	
Element		Quantity
Anchoring element		2

Tensioning clamp	2
Other accessories (fastener, bolt, galva plate, washer)	3
Strut Support in galvanized steel	1

9. LOW VOLTAGE DEVIATION TWIN 9m POLE

Code BT-304

Element	Quantity
Anchoring support element	1
Tensioning clamp	1
Other accessories (fastener, bolt, galva plate, washer)	2
Suspension support element	1
Alignment pliers	1

10. LOW VOLTAGE END POINT TWIN 9M POLE

Code BT-305

Element	Quantity
Anchoring support element	1
Anchoring Plier	1
Other accessories (fastener, bolt, galva plate, washer)	2
Caps	6
Setting belts	1

11. GROUNDING

Code BT-306

Element	Quantity
29mm ² Copper Conductors	1
Scratch connectors	1
Fixation stand or clamp	2
20 mm thin sheets	1
Mechanical protector	1
Alu-Cu deviation connection	1
Insulator tube	1
Earth rod	1

12. CONNECTION TO MEDIUM VOLTAGE NETWORK IN ALIGNMENT (On a transformer)

Code MT-106

Element	Quantity
Anchor iron or hook pig tail type 14 x 450	1
3 elements insulator (horizontal suspension)	1
Deflection plier	1
Spindle	1
Rigid glass insulator	1
Other accessories (fastener, bolt, galva plate, washer)	2
Fuse cutout	1
Mounting bracket	1

13. ENDPOINT SINGLE PHASE TRANSFORMER AND LOW VOLTAGE DEVIATION

Code MT-108 + BT-30

Elément	Quantité
Anchor iron or hook pig tail type 14 x 450	1
3 elements insulator (horizontal suspension)	1
Endpoint plier	1
Spindle	1
Rigid glass insulator	1
Other accessories (fastener, bolt, galva plate, washer)	8
Anchoring support element	1

Tensioning clamp	1
Suspension support element	1
Suspension clamp	1
27KV Surge arrestor	1
Single phase transformer	1
Fuse cut-out	1
Mounting bracket	1

Document No. 6:
UNIT PRICE SCHEDULE

UNIT PRICE SCHEDULE

GENERALITIES

The prices in this slip include all the constraints imposed on the execution of the work as well as the local conditions that may affect their performance and cost.

The prices include in particular the labor, the supply of material and materials, the rent, the depreciation, the operation and the maintenance of the material, the transport costs of the personnel, the allowances, the agreement of the local residents for the rejection of weeding or removal products and all things necessary for the proper execution of the work.

These prices also include bonuses, insurance and social security charges due to various staff and all local taxes and fees related to good signage on the site.

The Contractor is responsible for accidents of all kinds that would occur and where the presence of the site would be questioned.

Overhead costs applied to all prices are deemed to include the installation of two information panels positioned at each end of the site, as defined by the Project Manager.

UNIT PRICE FRAMEWORK FOR LOT

S/N	DESCRIPTION OF WORKS	UNIT	QUANTITY	UNIT PRICE IN WORDS	TOTAL PRICE IN LETTER
100	SITE INSTALLATION				
101	Site installation and preparation, preparation and submission of execution documents <i>This price remunerates construction of a temporary site office and lodging for workers, Preparation of site for the equipment, planting of project sign board</i>	LS	1		
200	CONSTRUCTION OF THE PENSTOCK				
201	Preparation of formwork <i>This price remunerates the acquisition of wood, nails etc necessary for the design of the formwork</i> The Lump Sum: Francs CFA	LS	1		
202	Construction of trapezoidal anchors with shock absorbers - This price remunerates the construction of trapezoidal anchors with shock absorbers The Unit: Francs CFA	U	40		
203	Supply and installation of 6m galvanized steel pipes Ø 200mm, NP 20kPa with all assorted accessories <i>This price remunerates the supply and installation of 6m galvanized steel pipe with diameter 200mm, Nominal Pressure 20kPa and other installation accessories</i> The Unit: Francs CFA	U	40		
204	Supply and installation of support anchoring at joints (Flange elbow joint, flange joint) <i>This price remunerates the supply and installation of support anchoring at joints such as flange elbow joint and flange joint.</i> The Lump Sum: Francs CFA	LS	1		
205	Supply and installation of load controller <i>This price remunerates the supply and installation of a load controller</i> The Unit: Francs CFA	U	1		
206	Supply and installation of sluice gate with manual control mechanism <i>This price remunerates the supply and installation of a of sluice gate with manual control mechanism</i>	U	1		

	<i>The Unit: Francs CFA</i>				
300	SUNDRY EXPENSES				
301	Transport and handling material (Code 2003) This unit price remunerates the transportation of the material and its handling from the place of supply to the construction site. It is applied as a Ton per Kilometer to the task. The Lump Sum: Francs CFA	LS	1		
302	Transport of workers (Code 2005) This unit price remunerates the transportation of workers on the work site and their return. It is applied as per day to the task. The Lump Sum: Francs CFA	LS	1		

Document No. 7:

BILL OF QUANTITIES AND COST ESTIMATES

BILL OF QUANTITIES AND COST ESTIMATES FOR MINI HYDROPLANT IN AND MENKA (PHASE II)

S/N	DESCRIPTION OF WORKS	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
100	SITE INSTALLATION				
101	Site installation and preparation, preparation and submission of execution documents	LS	1		
	Total 100				
200	CONSTRUCTION OF THE PENSTOCK				
201	Preparation of formwork	LS	1		
202	Construction of trapezoidal reinforced concrete anchors with shock absorbers	U	40		
203	Supply and installation of 6m galvanized steel pipes Ø 200mm, NP 20kPa with all assorted accessories	U	40		
204	Supply and installation of support anchoring at joints (Flange elbow joint, flange joint)	LS	1		
205	Supply and installation of load controller	LS	1		
206	Supply and installation of sluice gate with manual control mechanism	U	1		
	Total 200				
300	SUNDRY EXPENSES				
301	Transportation and handling material (Code 2003)	LS	1		
302	Transportation of workers (Code 2005)	LS	1		
	Sub-Total 300				
	TOTAL WITHOUT TAXES				
	VAT (19.25%)				
	AIR (2.2%)				
	TOTAL WITH TAXES				

The present cost estimates is closed at the sum all taxes inclusive ofCFA francs

Document No. 8:
SUB DETAIL OF BREAKDOWN OF UNIT PRICE

SUB-DETAIL MODEL OF BREAKDOWN PRICES

PRICE SUB-DETAIL				
	DESIGNATION :			
PRICE N °	Daily yield	Total quantity	Unit	Activity duration
	CATEGORIES	Daily salary	Billeddays	Amount
WORKFORCE				
TOTAL A				
EQUIPMENT AND EQUIPMENT	TYPE	Daily rate	Billeddays	Amount
TOTAL B				
MATERIALS AND MISCELLANEOUS				
TOTAL C				
D	DIRECTS TOTAL COST A+B+C			
E	Construction site overhead	%	= Dx%	
F	Headquarters overhead	%	= Dx%	
G	Return Cost of	-	= D+E+F	
H	Risks and Benefits	%	GX%	
P	SALE PRICE EXCLUDING TAXES		= G+H	
V	UNITARY SALE PRICE WITHOUT TAXES		= P/Quantity	

Document No. 9:
DRAFT CONTRACT

Structure of a contract

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Description of supplies

Part III: Schedule of Prices and Quantities

Part IV: Delivery calendar

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

[Indiquer le Maître d'Ouvrage]

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

[Indicate Project Owner]

CONTRACT No _____/Contracting Authority to be indicated/ typeTender Board]

Awarded **after** Invitation to tender No. _____/IT /PO/TB/00 of _____

HOLDER OF CONTRACT: _____ [indicate the holder and his full address]

P.O. Box 0000 at____, Tel____, Fax: _____

Business Registry No. _____A issued at_____

Taxpayer's No. _____

SUBJECT OF CONTRACT: _____ [indicate the full subject of the supply]

PLACE OF DELIVERY: _____ [indicate]

AMOUNT IN CFA F:

IAT	
EVAT	
VAT (19.25%)	
AIR (2.2 or 5.5 %)	
Net to be paid	

[

DELIVERY DEADLINE: _____ [In days, weeks, months or years]

FINANCING: [Indicate source of financing]

BUDGET HEAD: _____ [To be filled]

SUBSCRIBED ON _____

SIGNED ON _____

NOTIFIED ON _____

REGISTERED ON _____

BETWEEN:

The Republic of Cameroon, represented by *[indicate Project Owner]*
Hereinafter referred to as "**the Contracting Authority**",

ON THE ONE HAND,

AND:

_____ **COMPANY**

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

Business Registry No. _____ A

Taxpayer's No. _____

[indicate name of supplier, his full address as well as the name of the mandated signatory] ,
hereinafter referred to as "**THE SUPPLIER**"

ON THE OTHER HAND,

IT HAS BEEN AGREED AND SETTLED AS FOLLOWS:

Page _____ and Last of Contract No. _____ /C or JO/PO/TB/0000 [recall the method of award of contract]

With-----

For the supply of _____

Contract price: [recall in CFA francs inclusive of all taxes in figures and words]

Delivery deadline: [fill in days, weeks, months or years]

<p style="text-align: center;">Read and accepted by the supplier</p> <p>(place of signature) _____ (date)</p>
<p style="text-align: center;">Signature of Contracting Authority</p> <p style="text-align: center;">(place of signature) _____ (date)</p>
<p style="text-align: center;">Registration</p>

DOCUMENT No. 10:
MODEL DOCUMENTS TO BE USED BY BIDDERS

Model table

Annex 1: Tender Template.

Annex 2: Bid bond template.

Annex 3: Final bonding model.

Annex 4: Model of advance loan guarantee.

Annex 5: Model of guarantee retainer.

Annex No. 6: Undertaking by the Bidder

Annex 1: Tender Template

I, the undersigned ... [indicate the name and the quality of the signatory]
representing the company, the company or the group ... whose head
office is at ... registered in the commercial register of ...
... under the number ...

After having read all the documents appearing or mentioned in the tender documents including
the addendum (s), the invitation to tender [recall the number and subject of the Call Offers]

- After having personally visited the site of the works and having greatly appreciated the
situation and noted the nature and constraints of the work to be done
- Remits, bearing my signature, the list of unit prices and the estimate established in accordance
with the frameworks in the tender dossier.
- Submit me and undertake to perform the work in accordance with the tender documents, for
the prices I have established for each type of work, which prices show the amount of the offer
for Lot No to
- [in numbers and in letters] Cfa francs Excluding VAT, and
..... CFA Francs All Taxes Included. [in figures and in letters]
- I undertake to perform the work within a period of months
- Also commit myself to maintain my offer within the time limit days [indicate the
period of validity, in principle 90 days for the NSO and 120 days for the ICB] from the deadline
for submission of tenders.

- The discounts and the conditions of application of the said rebates are the following ones (in
case of possibility of attribution of several lots):

The Client will release the sums due by him under this contract by giving credit to the account n
° opened at name of at the bank ...
..... Agency of

Before signing the contract, the present bid accepted by you will be worth engagement between
us.

Made in the

Signature of

in quality of duly authorized to sign the tenders for and in the
name of

Annex 2: Model Bid Deposit

A [indicate the Contracting Authority and its address], "the Contracting Authority"

Whereas the company, hereinafter referred to as "the tenderer", submitted its offer dated to [recall the subject of the Invitation to Tender], hereinafter referred to as "the offer", and for which it must attach a provisional bond equivalent to [insert amount] CFA francs,

We [name and address of the bank], represented by [names of signatories], hereinafter referred to as "the bank", declare to guarantee payment to the Contracting Authority of the maximum sum of [insert amount] CFA Francs, which the bank undertakes to pay in full to the Contracting Authority, binding itself, its successors and assigns.

The conditions of this obligation are as follows:

If the tenderer withdraws his tender during the period of validity laid down in the Tender Documents;

or

If the tenderer has been notified of the award of the contract by the Contracting Authority during the period of validity:

- to sign or refuse to sign the contract, while it is required to do so;

- fails or refuses to provide the final contract security (final bond), as provided for in the contract. We undertake to pay to [Contracting Authority] an amount up to the maximum of the sum stipulated above, upon receipt of its first written request, without the Contracting Authority having to justify its request, provided, however, that in its request, the Contracting Authority will note that the amount claimed by the Contracting Authority is due to it because one or both of the above conditions, or both, are met, and that it will specify which (s) condition (s) has (have) played.

This deposit shall enter into force upon signature and from the date fixed by the Contracting Authority for the submission of tenders. It will remain valid until the thirtieth day inclusive after the end of the period of validity of the offers. Any request from the Contracting Authority to have it played shall reach the bank by registered letter with acknowledgment of receipt, before the end of this period of validity.

This deposit is subject for its interpretation and execution under Cameroon law. The courts of Cameroon shall have exclusive jurisdiction to rule on all matters relating to this undertaking and its consequences.

Signed and authenticated by the bank

to, the

[bank signature]

Annex 3: Final Bond Model

Bank:

Reference of the Deposit: N °

A [indicate the Client and his address] Cameroon, hereinafter referred to as the Employer "

Whereas; [name and address of the undertaking], hereinafter referred to as "the contractor", undertook, in execution of the designated contract "the contract", to carry out [indicate the nature of the work]

Whereas he; is stipulated in the contract that the contractor will give the Client a final bond, equal to [indicate the percentage between 2 and 5%] of the amount of the works of the corresponding contract, as a guarantee of the execution performance obligations in accordance with market conditions,

Whereas; we agreed to give the contractor this bond.

We,..... .. [name and bank address], represented
..... .. [names of signatories], hereinafter referred to as "the bank", we undertake to pay to the Owner, within a maximum period of eight (08) weeks, upon request in writing stating that the Contractor has not fulfilled its contractual obligations under the Contract, without being able to defer payment or raise any dispute for any reason, any amount up to [in figures and in letters].
We agree that no changes or additions or other changes to the Market will release us from any obligation under this Final Bond and we hereby waive any change, addendum or change.

This final bond shall take effect upon signature and upon notification of the contract. The deposit is released within [insert time] from the date of provisional acceptance of the work.

After the aforementioned period, the deposit becomes moot and must be automatically returned to us without any form of procedure.

Any request for payment made by the Client under this guarantee must be made by registered letter with acknowledgment of receipt, received at the bank during the period of validity of this commitment.

This final guarantee is submitted for its interpretation and execution under Cameroonian law. The Cameroonian courts will have exclusive jurisdiction to rule on all matters relating to this undertaking and its consequences.

Signed and authenticated by the bank
to, the

Annex 4: Model of a Start Advance Bond

Bank: reference, address

We the undersigned (bank, address), declare hereby guarantee, on behalf of:
..... [the holder], for the benefit of the Owner
[Address of the Owner]
(" The beneficiary ")

Payment, without dispute and upon receipt of the first written request of the beneficiary, declaring that [the holder] does not has not paid its obligations, relating to the repayment of the start-up loan according to market conditions of relating to the work [indicate the purpose of the work, the references of the Call for Tenders and the lot, if possible], of the maximum total sum corresponding to the advance of [twenty (20)%] of the amount of all taxes included in the contract No, payable upon notification of the corresponding service order, that is: CFA francs

This guarantee will come into effect and will take effect after transfer of the respective shares of this advance to the accounts of [the holder] open at the bank under number

It will remain in effect until repayment of the advance in accordance with the procedure set by the SCC. However, the amount of the deposit will be reduced proportionately to the repayment of the advance as and when repayment.

The law and jurisdiction applicable to the guarantee are those of the Republic of Cameroon.

Signed and authenticated by the bank
to, the

[bank signature]

Appendix 5: MODEL RETENTION FUND

Bank:
Reference of the Deposit: N °
A [indicate the Owner]
[Address of the Contracting Authority]

hereinafter referred to as "the Client"

Whereas; [name and address of the company], hereinafter referred to as " the Contractor ", undertook, in execution of the contract, to carry out the work of [indicate the purpose of the work]

whereas he; is stipulated in the contract that the holdback of [% below 10% to be specified] of the TTC amount of the contract may be replaced by a joint and several guarantee,

Whereas; we have agreed to give the contractor this bond, We,
..... [name and bank address], represented by
..... [names of signatories], and hereinafter referred to as "the bank",

Therefore, we hereby affirm that we are the guarantors and responsible to the Owner, in the name of the contractor, for a maximum amount of [in figures and in words], corresponding to [less than 10% to be specified] of the amount of the contract, And we undertake to pay the Owner, within a maximum period of eight (08) weeks, upon a simple written request from the latter stating that the contractor has not satisfied his contractual commitments or that he is found to be the Principal's debtor under the amended contract, if necessary by its amendments, without being able to defer payment or raise any dispute for any reason whatsoever, any sum (s) within the limits of the amount equal to [percentage less than 10% to be specified] of the cumulative amount of work included in the final statement, without the Owner having to prove or give the reasons or the reason for his request for the amount of the sum indicated above .

We agree that no changes or additions or other changes to the market will release us from any obligation under this warranty and we hereby waive any change, addendum or change.

This guarantee comes into force upon signature. It will be released within thirty (30) days from the date of final acceptance of the works, and on release delivered by the Owner.

Any request for payment made by the Client under this guarantee must be made by registered letter with acknowledgment of receipt, received at the bank during the period of validity of this commitment.

This deposit is subject for its interpretation and execution under Cameroon law. The Cameroonian courts will have exclusive jurisdiction to rule on all matters relating to this undertaking and its consequences.

Signed and authenticated by the bank
to , the
[bank signature]

Annex No. 6: Undertaking by the Bidder

I the undersigned (name and first name of the signatory) _____ acting _____ as _____ (quality of the signatory with respect to the company), of Nationality _____, and residence in _____.
After having read and taken note of all the parts of the Open National Invitation to Tender in emergency procedure:

N°06/ONIT/WIDIKUM BOFFE COUNCIL/WBCITB/2024 OF 20/6/2024 FOR THE CONSTRUCTION OF MINI-HYDRO PLANT IN MENKA (PHASE II) IN WIDIKUM BOFFE SUBDIVISION IN MOMO DIVISION, NORTH WEST REGION.

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

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

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

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

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

Done in.....on the

The CONTRACTOR (Signature and seal)

Document No. 11:
BIDS EVALUATION SHEET

**OPEN NATIONAL INVITATION TO TENDER IN EMERGENCY PROCEDURE
N°06/ONIT/ WBCITB /WIDIKUM BOFFE COUNCIL /2024 OF 20/06/2024
FOR THE CONSTRUCTION OF A MINI HYDRO PLANT IN MENKA (PHASE II), IN WIDIKUM BOFFE
SUBDIVISION, MOMO DIVISION, NORTH WEST REGION**

EVALUATION GRID OF BIDS

ENTREPRISE:

B.P.:

2. MAIN CRITERIA OF EVALUATION OF THE BIDS:

E. 16-1- Eliminatory criteria

9. Absence of bid bond in the administrative file;
10. Non respect of 48hrs given for absence or non-conformity of any other document in the administrative file;
11. Deadline for delivery higher than prescribed;
12. False declaration or falsified documents;
13. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
14. Incomplete financial file;
15. Change of quantity or unit;
16. Non respect of **80%** of essential criteria.

F. Essential criteria

1. Absence of bid bond in the administrative file;
2. Non respect of 48hrs given for absence or non-conformity of any other document in the administrative file;
3. Deadline for delivery higher than prescribed;
4. False declaration or falsified documents;
5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. Incomplete financial file;
7. Change of quantity or unit;
8. Non respect of **80%** of essential criteria.

d.

MARKING GRID				
N°	CRITERIA	CONFORMITY		OBSERVATIONS
		YES	NO	
B.1- GENERAL PRESENTATION OF THE BIDS				
B.1.1	Presence, clearness of all documents, presentation of document in the order given in the tender and properly bound, Table of contents, pages numbered and separators in a colour apart from white, quality of document.			
TOTAL B.1			/01 Yes	
B.2- REFERENCES OF THE BIDDER				
<p>➤ List of references of similar works executed. The contractor will provide evidence of similar work carried out during the last four (04) years of at least 45,000,000 (fourty five million) F CFA.</p> <p>Show proof of similar projects executed by presenting certified true copies of jobbing orders (front and last pages) and minutes of provisional acceptance (2023 projects) or final reception (for 2020 to 2022 projects) and related contracts, and jobbing orders).</p>				
B.2.1	1 st Reference in the domain of Electrical works			
B.2.2	2 nd reference in the domain of building construction works			
TOTAL B.2			/02 Yes	
B.3- TYPE OF EQUIPMENT				
B.3.1	Proof of a vehicle (A tipper) (own or hire)			
B.3.2	Proof of a vehicle (Pick up 4 x 4 or van) (own or hire)			
B.3.3	Proof of a Small equipment (own or hire)			
B.3.4	Proof of pharmacy box			
TOTAL B.3			/04 Yes	
B.4- QUALIFICATION OF SITE PERSONNEL				
B.4.1	Works supervisor			
B.4.1.1	Works Engineer or more (certified copy of the diploma, signed and dated CV, certificate of presentation of the original diploma, certificate of availability) NB: You must present all the parts listed in parenthesis to deserve the "YES".			
A 1-2 Professional experience NB: the experience is evaluated only if the CV is produced and signed by the interested party				
B.4.1.2	General experience in the field of civil engineering ≥ 10 years			
B.4.1.3	Number of projects carried out as project leader ≥ 03 project			
B.4.2	Site manager			
B.4.2.1	Site manager (certified copy of the diploma, signed and dated CV, certificate of presentation of the original diploma, certificate of availability) NB: You must present all the parts listed in parenthesis to deserve the "YES".			
B.4.2.2	General experience in the field of electrical works ≥ 03 years.			

NB: the professional experience is evaluated only if the CV is produced and signed by the interested party			
NB: Any public official listed on the staff who has not submitted all the documents likely to justify his release from the Public Service will be considered invalid.			
TOTAL B.4		/05 Yes	
B.5- METHODOLOGY OF INTERVENTION AND EXECUTION OF THE WORKS			
I-	ACKNOWLEDGEMENT OF THE SITE AND PRESENTATION OF THE COMPANY		
B.5.1	Attestation of site visit and site visit report with relevant pictures		
B.5.2	The declaration of honor certifying that the tenderer has not abandoned a contract during the last three years, and that he does not appear on the list of failing companies established by the Ministry of Public Procurement		
B.5.3	Coherent Organizational charts the project site		
II-	ACKNOWLEDGEMENT OF TECHNICAL SPECIFICATIONS AND PLANNING OF WORKS AND EXECUTION DATE LINE		
B.5.4	A copy of Technical Specifications. duly initialed on each page, signed by the enterprise and dated on the last page.		
B.5.5	Planning of work with coherence and realism		
III-	EXECUTION OF WORKS AND TESTS		
B.5.6	Proper description of the methodology of execution of works		
	Description of health /safety at the building site		
	Description of socio-economic and environmental measures at the building site		
B.5.7	Description of the application of the HIMO approach		
TOTAL B.5		/05 Yes	
B.6	CAPACITY OF SELF-FINANCING		
B.6.1	An attestation of financial credibility issued by the same Bank as for the bid bond (access to a credit or of other financial facilities to ensure the gross margin of self-financing necessary for the duration of the contract.) The available amount must be at least equal to 25% of the projected amount of the project.		
TOTAL B.6		/01 Yes	
TOTAL : GENERAL & GLOBAL TECHNICAL NOTE		/18 Yes	%

Document No. 12:

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

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

Note relating to banking establishments and financial bodies

authorized to issue bonds

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

This list is available at ARMP.

B- INSURANCE COMPANIES

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