

Fe: 01/03/2025 / Sarel Balikumbat / C/crenel

12/10

REPUBLIQUE DU CAMEROUN  
Paix – Travail – Patrie

MINISTRE DE LA DECENTRALIZATION ET DU  
DEVELOPPEMENT LOCALE

DELEGATION REGIONALE DU NORD OUEST

DEPARTEMENT DE NGOKETUNJIA

ARRONDISSEMENT DE BALIKUMBAT

COMMUNE DE BALIKUMBAT



REPUBLIC OF CAMEROON  
Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL  
DEVELOPMENT

NORTH WEST REGIONAL DELEGATION

NGOKETUNJIA DIVISION

BALIKUMBAT SUD DIVISION

BALIKUMBAT COUNCIL

**MINISTRY OF DECENTRALISATION AND LOCAL  
DEVELOPMENT**  
**BALIKUMBAT COUNCIL INTERNAL TENDERS BOARD**

\*\*\*\*\*

**OPEN NATIONAL INVITATION TO TENDER**

TENDERFILE NO 05/ONIT/MINDDEVEL/NWR/NG/BC/ BCITB / 2025 OF  
09/01/2025 FOR THE CONSTRUCTION OF A CONCRETE FISH POND  
AND DRILLING OF A BOREHOLE POWERED BY A SUBMERSIBLE  
SOLAR PUMP IN BALIKUMBAT.

IMPUTATION: \_\_\_\_\_

PROJECT OWNER: THE LORD MAYOR OF BALIKUMBAT COUNCIL

FINANCING: PUBLIC INVESTMENT BUDGET (PIB) - 2025

\_\_\_\_\_  
FINANCIAL YEAR 2025  
\_\_\_\_\_



## TABLE OF CONTENTS

- Document No. 1: Tender notice
- Document No. 2: General Regulations of the invitation to tender
- Document No. 3: Special Regulations of the invitation to tender
- Document No. 4: Special Administrative Conditions
- Document No. 5: Special Technical Conditions
- Document No. 6: Schedule of unit prices
- Document No. 7: Bill of quantities and estimates
- Document No. 8: The sub-detail of prices
- Document No. 9: Model contract
- Document No. 10: Model documents to be used by bidders
- Document No. 11: Justifications of preliminary studies
- Document No. 12: List of banking establishments and financial bodies authorised to issue bonds for public contracts

# **DOCUMENT NO. 1**

## **TENDER NOTICE**





## TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER N°.05/ONIT/MINDDEVEL/NWR/NG/BC/ BCITB / 2025 OF 09/01/2025 FOR THE CONSTRUCTION OF A CONCRETE FISH POND AND DRILLING OF A BOREHOLE POWERED BY A SUBMERSIBLE SOLAR PUMP IN BALIKUMBAT.

Financing: MINEPIA Public Investment Budget of 2025

**1. Subject of the invitation to tender:**

Within the framework of 2025 Investment Budget, the Lord Mayor of **BALIKUMBAT Council**, Delegated Contracting Authority, hereby launches an Open National Invitation to Tender for the **CONSTRUCTION OF A CONCRETE FISH POND AND DRILLING OF A BOREHOLE POWERED BY A SUBMERSIBLE SOLAR PUMP IN BALIKUMBAT.**

**2. Nature of work:**

Work to be done consists of

- Preparatory works
- Earth works
- Foundation
- Masonry elevation
- Carpentry-roof works
- Metallic works
- Electricity
- Painting
- VDR drainage

**3. Execution deadline**

The maximum deadline provided by the Delegated Contracting Authority for the execution of the works forming the subject of this invitation to tender is **3 (three) Months.**

**4. Lots**

The works is in a single lot

**5. Estimated cost**

The estimated cost after preliminary studies is (sixteen million) 16,000,000 FCA

**Participation and origin**

Participation to this invitation to tender is open to Cameroonian enterprises that are in compliance with the fiscal laws.

**6. Financing**

Works which form the subject of this invitation to tender shall be financed by the 2025 Public Investment Budget of

**7. Bid bond**

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment or an insurance company approved by the Ministry in charge of finance and whose list is found in document No. 13 of the Tender File, of an amount of **THREE HUNDRED AND TWENTY THOUSAND (320,000) Francs CFA** and valid for thirty (30) days beyond the date of validity of bids.



**8. Consultation of Tender File:**

The file may be consulted during working hours at the Balikumbat Council Service of Award Telephone N° +237 670912286; as soon as this notice is published.

**10. Acquisition of tender file:**

The file may be obtained from the Balikumbat Council service of award Telephone N° +237 670912286; as soon as this notice is published against payment of the sum of **thirty thousand (30,000) Francs CFA**, payable at the Balikumbat Council Treasury, representing the cost of purchasing the tender file.

**11. Submission of bids:**

Each offer drafted in English or French in seven (07) copies including one (01) original and six (06) copies marked as such, should reach the Balikumbat Council Service of Award N°+237 670912286 not later than **06/02/2025 at 10:00 AM** local time and should carry the inscription:

**OPEN NATIONAL INVITATION TO TENDER No 05/ONIT/MINDDEVEL/NWR/NG/BC/ BCITB / 2025 OF 09/01/2025 FOR THE CONSTRUCTION OF A CONCRETE FISH POND AND DRILLING OF A BOREHOLE POWERED BY A SUBMERSIBLE SOLAR PUMP IN BALIKUMBAT.**

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

**12. Admissibility of bids**

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

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

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

**13. Opening of bids:**

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the **06/02/2025 at 11:00 AM** local time, in the Balikumbat Council Hall, by the Balikumbat Council Internal Tenders Board. Only bidders, may attend or be duly represented by a person with a sound knowledge of the submitted file and who is authorised to do so.

**14. Evaluation criteria**

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

**A. Eliminatory criteria**

1. - Absence or non-conformity of a document in the administrative file 48 hours after the bid opening session;
2. -False declaration or falsified documents;
3. -Absence or insufficient bid bond;
4. -Incomplete financial file;
5. -Omission of a unit price in the financial bid;
6. -Technical Score less than 21/28 (75%);
7. -external envelope carrying a sign that can identify the bidder;
8. - dateline of delivery higher than prescribed
9. - Absence of attestation and report of site visit with valid pictures of the site;

**B. Essential criteria**

- 1- General presentation of the bids;
- 2- Financial capacity;
- 3- References of the company in similar achievements;
- 4- Quality of the personnel;
- 5- Technical organization of the works;



- 6- Logistics;
- 7- Special Technical Clauses initialed in all the pages and signed on the last page;
- 8- Special Administrative Clauses completed and initialed in all the pages and signed on the last page.

#### 15. Award

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum of 21/28 (75%) of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 21/28 (75%) of the essential criteria.

#### 16. Validity of bids

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

#### 17. Complementary information

Complementary technical information may be obtained during working hours from the Balikumbat Council, Service of Award Telephone N° +237 670912286.

Done at Balikumbat on 09 JAN 2025

The Lord Mayor Balikumbat council

Copies:

- MINMAP- Ngoketunja,
- ARMP – Bamenda,
- Chairlady of CITB,
- Notice Boards,
- File.



09 JAN 2025

*Damiani Thiéba Janguaye*  
 SENIOR PUBLIC HEALTH ADMINISTRATOR





**AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°  
05/AONO/MINDDEVEL/NWR/NG/CB/CIPMCB/2025 FOR 09/01/2025 POUR LES  
TRAVAUX DE CONSTRUCTION D'UN ETANG A POISSONS EN BETON ET D'UN FORAGE  
ALIMENTE PAR UNE POMPE SOLAIRE SUBMERSIBLE A BALIKUMBAT.**

**Financement : MINEPIA BUDGET D'INVESTISSEMENT PUBLIC (BIP) - EXERCICE 2025**

**1. Objet de l'Appel d'Offre**

**Dans le cadre de l'exercice budgétaire 2025, le Maire de Balikumbat, Autorité Contractante Délégué lance, un Appel d'Offres National Ouvert pour les travaux de CONSTRUCTION D'UN ETANG A POISSONS EN BETON ET D'UN FORAGE ALIMENTE PAR UNE POMPE SOLAIRE SUBMERSIBLE A BALIKUMBAT.**

**2. Consistance des travaux**

Les travaux comprennent notamment :

- Travaux préparatoires
- Terrassement
- Fondations
- Maçonneries en élévations
- Charpente-couverture
- Menuiserie métallique
- Electricité
- Peinture
- VRD

**3. Délais d'exécution**

Le délai maximum prévu le Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de **3 (trois) mois**.

**4. Allotissement**

Les travaux sont en un lot unique

**5. Coût prévisionnel**

Le coût prévisionnel de l'opération 16,000,000 fcfa ( seize millions FCFA )

**6. Participation et origine**

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

**7. Financement**

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Publics du Cameroun de l'exercice 2025 sur la ligne d'imputation budgétaire respectif.

**8. Cautionnement provisoire**

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre ou une compagnie d'assurance agréée par le Ministère chargé des finances et dont la liste figure dans la Pièce 13 du DAO, d'un montant de **TROIS CENT VINGT MILLE (320 000) FCFA** et valable pendant trente (30) jours au-delà de la date originale de validité des offres.



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

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables à la Mairie de Balikumbat, Service de Passation des Marchés Tél. : N° +237 670912286 dès publication du présent avis.

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

Le dossier peut être obtenu aux heures ouvrables à la Mairie de Balikumbat, Service de Passation Tél. : N°+237 670912286; dès publication du présent avis, contre présentation d'une quittance de versement de la somme non remboursable de trente mille (30 000) Francs CFA à la Trésorerie de la municipalité de Balikumbat.

11. **Remise des offres**

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, devra parvenir contre récépissé à la Mairie de Balikumbat, Service de Passation Tél. : N° +237 670912286; au plus tard le 06/02/2025 à 10 h 00, heure locale et devra porter la mention suivante :

**«AVIS D'APPEL D'OFFRES NATIONAL OUVERT  
N°05/AONO/MINDDEVEL/NWR/NG/CB/CIPMCB/ 2025 DU 09/01/2025 POUR LES  
TRAVAUX DE CONSTRUCTION D'UN ETANG A POISSONS EN BETON ET D'UN FORAGE  
ALIMENTE PAR UNE POMPE SOLAIRE SUBMERSIBLE A BALIKUMBAT.**

12. **Recevabilité des offres**

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

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

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

13. **Ouverture des plis**

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu **06/02/2025 à 11h00**, heure locale, dans la Salle de Conférence de Mairie de Balikumbat, par la Commission Interne de Passation de Marchés de la Commune de Balikumbat siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

14. **Critères d'évaluation**

Les offres seront évaluées selon les principaux critères suivants :

**A Critères éliminatoires**

Il s'agit notamment:

- 1- Absence ou non-conformité d'une pièce administrative 48h après ouverture des plis;
- 2- Fausses déclarations ou pièces falsifiées;
- 3- Absence ou insuffisance de la caution provisoire de soumission;
- 4- offre financière incomplète ;
- 5- Omission d'un prix unitaire ;
- 6- Le non-respect de 21/28 (75%) des critères essentiels ;
- 7- Enveloppe présentant un signe distinctif;
- 8- Délai d'exécution Supérieur aux délais impartis;
- 9- Absence d'attestation et de rapport de visite du chantier avec photos valides du chantier.



## B - Critères essentiels

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

- 1- Présentation générale de l'offre ;
- 2- Capacité financière ;
- 3- Références de l'entreprise dans les réalisations similaires ;
- 4- Qualité du personnel ;
- 5- Organisation technique des travaux ;
- 6- Moyens logistiques ;
- 7- Cahier des Clauses Techniques Particulières paraphé à chaque page et signé à la fin de dernier page ;
- 8- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page et signé à la fin de dernier page.

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

### 15. Attribution

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins 21/28 (75%) de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disant, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et au moins 21/28 (75%) des critères essentiels.

### 16. Durée de validité des offres

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

### 17. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de Mairie de Balikumbat, Service de Passation, Tél. : N° +237 670912286.

Fait à Balikumbat, le 08 JAN 2025

Le Maire de Balikumbat,

Copie :

- MINMAP
- ARMP;
- Présidents CPM;
- Affichage.



09 JAN 2025  
*Samiangmi Thapfah Gahguagny*  
SENIOR PUBLIC HEALTH ADMINISTRATOR



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



## Table of contents

### A. General

Article 1: Scope of the tender.....	
Article 2: Financing.....	
Article 3: Fraud and corruption.....	
Article 4: Candidates admitted to compete.....	
Article 5: Building materials, materials, supplies, equipment and authorised services...	
Article 6: Qualification of the bidder.....	
Article 7: Visit of site of works.....	

### B. Tender File.....

Article 8: Content of Tender File.....	
Article 9: Clarifications on Tender File and complaints .....	
Article 10: Modification of the Tender File.....	

### C. Preparation of Bids

Article 11: Tender fees.....	
Article 12: Language of bid.....	
Article 13: Constituent documents of the bid.....	
Article 14: Amount of bid.....	
Article 15: Currency of bid and payment.....	
Article 16: Validity of bids.....	
Article 17: Bid bond.....	
Article 18: Varying proposals by bidders.....	
Article 19: Preparatory meeting to the establishment of bids.....	
Article 20: Form and signature of bids.....	

### D. Submission of bids.....

Article 21: Sealing and marking of bids.....	
Article 22: Date and time-limit for submission of bids.....	
Article 23: Out of time-limit bids.....	
Article 24: Modification, substitution and withdrawal of bids.....	

### E. Opening and evaluation of bids .....

Article 25: Opening of bids.....	
Article 26: Confidential nature of the procedure.....	
Article 27: Clarifications on the bid and contact with Contracting Authority.....	
Article 28: Determination of their compliance.....	
Article 29: Qualification of the bidder.....	
Article 30: Correction of errors.....	
Article 31: Conversion into a single currency.....	
Article 32: Evaluation of financial bids.....	
Article 33: National preference.....	

### F. Award of the contract.....

Article 34: Award.....	
Article 35: Right of the Contracting Authority to declare an invitation to tender unsuccessful or to cancel a procedure.....	
Article 36: Notification of the award of the contract.....	
Article 37: Signature of the contract.....	
Article 38: Final bond.....	



## GENERAL RULES OF THE INVITATION TO TENDER

### A. General

#### Article 1: Scope of the tender

- 1.1 The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an invitation to tender for the construction of the works described in the Tender File and briefly described in the Special Regulations.
- 1.2 The bidder retained or the preferred bidder must complete the works within the time-limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order.
- 1.2 In this Tender File, the term "day" means a calendar day.

#### Article 2: Financing

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

#### Article 3: Fraud and corruption

- 3.1 The Contracting Authority requires of bidders and contractors the strict respect of rules of professional ethics during the award and execution of public contracts. By virtue of this principle:
- a) The following definitions shall be admitted:
    - 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" shall 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 bids at levels not corresponding to those resulting from competition;
    - iv) "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.
  - b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.
- 3.2 The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought 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 entrepreneurs, 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, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:
  - i) is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
  - ii) Presents more than one bid within the context of 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 Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.
- (c) The bidder must not have been excluded from bidding for public contracts.
- (d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.

#### **Article 5: Building materials, materials, supplies, equipment and authorised services**

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

#### **Article 6: Qualification of bidder**

6.1 As an integral part of their bid, bidders must:

- (a) submit a power of attorney making the signatory of the bid bound by the bid in a situation where it is owned by a group of persons; and
- (b) Provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

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

- (i) The production of certified balance sheets and recent turnovers;
- (ii) Access to a line of credit or availability of other financial resources;



- (iii) Orders acquired and contracts awarded;
- (iv) Pending litigations;
- (v) Availability of indispensable equipment.

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

- (a) The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;
- (b) The bid 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 in the Special Regulations and justified with the production of a joint venture agreement in due form;
- (d) The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the Contract;
- (e) In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-contracting.

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

6.4 Bidders requesting to benefit from the margin of preference must furnish all the necessary information to prove that they satisfy the eligibility criteria set in article 33 of the General Regulations of the invitation to tender.

#### **Article 7: Visit of works site**

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

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

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

#### **B. Tender File**

##### **Article 8: Content of Tender File**

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

- Document No. 1. The tender notice;
- Document No. 2. The General Regulations of the invitation to tender;
- Document No. 3. The Special Regulations of the invitation to tender;



- Document No. 4. The Special Administrative Conditions;
- Document No. 5. The Special Technical Conditions;
- Document No. 6. The schedule of unit prices;
- Document No. 7. The bill of quantities and estimates;
- Document No. 8. The sub details of unit prices;
- Document No. 9. Model documents of the contract:
  - a. The execution schedule;
  - b. Model of forms presenting the equipment, personnel and references;
  - c. Model bidding letter;
  - d. Model bid bond;
  - e. Model final bond;
  - f. Model of bond of start-off advance;
  - g. Model of guarantee in replacement of the retention fund;
  - h. Model contract;

Document No. 10. Models to be used by bidders;

- a. Model contract;

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

Document No. 12. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for public contracts to be inserted by the Contracting Authority.

8.2 The bidder must examine all the regulations, 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 compliance with all aspects of the said file.

#### **Article 9: Clarifications on the Tender File and complaints**

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

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 Minister in charge of Public Contracts.

9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

9.4 The Contracting Authority has five (5) days to react. A copy of the reaction shall be forwarded to MINMAP and 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 bids 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 by a traceable means to all bidders who bought the Tender File.



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 22 of the General Regulations of the invitation to tender.

#### **C Preparation of bids**

##### **Article 11: Tender costs**

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

##### **Article 12: Language of bid**

The bid as well as any correspondence and any document exchanged between the bidder and the Contracting Authority shall be written in English or French. Complementary documents and the forms provided by the bidder may be written in another language on condition that a precise translation into either English or French of the passages concerning the bid is included; in which case for reasons of interpretation, 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 17 of the General Regulations of the invitation to tender;
- iii) the written confirmation empowering the signatory of the bid to commit 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 list the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Regulations of the invitation to tender.

###### **b.2 Methodology**

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

###### **b.3 Proof of acceptance of conditions of the contract**



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

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

b.4 Commentaries (optional)

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

c. **Volume 3: Financial bid**

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

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

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(2) of the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

- 13.2 If in accordance with the provisions of the Special Regulations of the 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: Bid price**

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

**Article 15: Currency of bid and payment**

- 15.1 In case of international invitations to tender, the currencies of the bid shall follow the provisions of either Option A or Option B below, the applicable option being that retained in the Special Regulations of the invitation to tender.

- 15.2 **Option A:** The amount of the bid shall be entirely made in the national currency.



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

#### **Article 20: Form and signature of bid**

- 20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated **"ORIGINAL"**. In addition, the bidder shall submit the number required in the General Regulations, bearing **"COPY"**. In case of discrepancy, the original shall be considered as authentic.
- 20.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid 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 bid.

#### **D. SUBMISSION OF BIDS**

##### **Article 21: Sealing and marking of bids**

- 21.1 The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes **"ORIGINAL"** and **"COPY"**, as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.
- 21.2 The external and internal envelopes:
- a) Should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
  - b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription **"TO BE OPENED ONLY DURING THE BID-OPENING SESSION"** as specified in the Special Regulations.



The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:

- a) Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the contract.
- b) The exchange rates used by the bidder to convert his bid into the national currency shall be specified by the bidder in an annex to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment within the framework of the contract so that the retained bidder does not bear any change in the exchange rate.

**15.3 Option B:** The amount of the bid shall be directly made in the national and foreign currency at the rates fixed in the Special Regulations.

The bidder shall draw the unit prices of the price schedule and the prices of the bill of quantities and estimates in the following manner:

- (a) The prices of inputs necessary for the works which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country specified in the Special Regulations and called "national currency";
- (a) The prices of inputs necessary for works which bidder intends to procure out of the Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.

15.4 The Contracting Authority may request the bidders to explain the needs in national and foreign currencies and to justify that the amounts included in the unit and total prices and indicated in annex to the bids are reasonable; to this end, a detailed statement of their needs in foreign currencies shall be furnished by the bidder.

15.5 During the execution of the works, most of the foreign currency to be paid as part of contract may be revised by mutual agreement between the Contracting Authority and the entrepreneur in a way as take account of any modification in the foreign currency needs within the context of 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 bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in compliance.

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

16.3 Where the contract does not include a price revision clause and that the period of validity of bids is extended by 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 addressed to bidders.

The updating period shall run from the date of overrun of sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of works by the retained bidder, as



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

#### **Article 17: Bid bond**

- 17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his bid.
- 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 the provisions of article 16 (2) of the General Regulations.
- 17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- 17.6 The bid bond may be seized:
- (a) if the bidder withdraws his bid during the period of validity;
  - (b) if the retained bidder:
    - i) fails in his obligation to register the contract in application of article 38 of the General Regulations;
    - ii) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
    - iii) refuses to receive notification of the Administrative Order to commence execution.

#### **Article 18: Varying proposals of bidders**

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

18.2 Except in the case mentioned in article 18(3) below, bidders wishing to offer technical variants must first assess the basic solution of the Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder whose bid is in compliance with the basic solution has been evaluated as the lowest bid.

18.3 When according to the Special Regulations the bidders are authorised to directly submit the technical variants for certain parts of the works, these parts of the works must be described in the technical specifications. Such variants shall be evaluated on their own merit in accordance with the provisions of article 31(2) (g) of the General Regulations.

#### **Article 19: Preparatory meeting to the establishment of bids**



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 bid if it is late in accordance with article 23 and 24 of the General Regulations.

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

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 10 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

#### **Article 23: Late bids**

Any bid received by the Contracting Authority beyond the deadline for the submission of bids in accordance with 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 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 the bids. The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENT BID" or "MODIFICATION".

24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.

24.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.

24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. 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 17(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 double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.



25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement bid" 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 the 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 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 the body in charge of regulation of public contract an initialled copy of the bids presented by bidders.

25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

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

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

#### **Article 26: Confidential nature of the procedure**

26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and there commendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.

26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.



- 26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid may do so in writing.

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

- 27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.
- 27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

#### **Article 28: Determination of compliance 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 compliance with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- 28.3A bid that complies with the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservations that:
- i) which substantially limits the scope, quality or realisation of the works;
  - ii) which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract;
  - iii) Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File?
- 28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.
- 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 successful bidder retained for having submitted a bid substantially in compliance with the provisions of the Tender File, fulfils the qualification criteria stipulated in article 6 of the Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

#### **Article 30: Correction of errors**

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



- (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
  - (b) If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
  - (c) Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.
- 30.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.
- 30.3 If the bidder who presented the bid evaluated as the lowest refuses the correction thus carried out, his bid shall be rejected and the bid bond may be seized.

#### **Article 31: Conversion into a single currency**

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

#### **Article 32: Evaluation and comparison of financial bids**

- 32.1 Only bids considered as being in compliance, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.
- 32.2 By evaluating the bids, the Evaluation Sub-committee shall determine for each bid the evaluated amount of the bid by rectifying the amount as follows:
- a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
  - b) By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
  - c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
  - d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
  - e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
  - f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
  - g) If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a



price for the technical solution specified by the Contracting Authority in the Special Regulations.

- 32.3 The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of bids.
- 32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

#### **Article 33: Preference granted national bidders**

National contractors shall benefit from a margin of national preference during the evaluation of bids as provided for in the Public Contracts Code.

#### **Article 34: Award**

- 34.1 The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates
- 34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest bid shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.
- 34.3 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

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

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

#### **Article 36: Notification of award of the contract**

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

#### **Article 37: Publication of results of award and petitions**

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



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

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

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

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

#### **Article 38: Signing of the contract**

38.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.

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

38.3 The 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 complete execution of the works.

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

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

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



**DOCUMENT No. 3:**  
**SPECIAL REGULATION OF THE INVITATION TO**  
**TENDER**



## Special regulations of the invitation to tender

References of the General regulations	General
1.1	<b>Definition of works:</b> CONSTRUCTION OF A CONCRETE FISH POND AND DRILLING OF A BOREHOLE POWERED BY A SUBMERSIBLE SOLAR PUMP IN BALIKUMBAT. Name and address of the Contracting Authority: , The Lord Mayor of Balikumbat, Reference of Invitation to tender: N° 05/ONIT/MINDDEVEL/NWR/NG/BC/BCITB/2025 OF 09/01/2025
1.2	Execution deadline: Ninety (90) days
2.1	<b>Source of financing</b> Works which form the subject of this invitation to tender shall be financed by the 2025 Public Investment Budget of MINEPIA budget head : _____
4.1	List of pre-qualified candidates, not applicable
5.1	Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.

### 6.1 Evaluation criteria

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

#### C. Eliminatory criteria

- 1- Absence or non-conformity of a document in the administrative file 48 hours after bid opening session;
- 2- False declaration or falsified documents;
- 3- Absence or insufficient bid bond;
- 4- Incomplete financial file;
- 5- Omission of a unit price in the financial bid;
- 6- Technical Score less than 21/28 (75%);
- 7- external envelope carrying a sign that can identify the bidder;
- 8- Dateline of delivery higher than prescribed;
- 9- Absence of attestation and report of site visit with valid pictures of the site;

#### D. Essential criteria

- 1) General presentation of the bids;
- 2) Financial capacity;
- 3) References of the company in similar achievements;
- 4) Quality of the personnel;
- 5) Technical organization of the works;
- 6) Logistics;
- 7) Special Technical Clauses initialed in all the pages and signed on the last page;
- 8) Special Administrative Clauses completed and initialed in all the pages and signed on the last page.

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



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

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

**ARTICLE 6: Language of the bids:**

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

**PRESENTATION OF THE TENDER.**

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

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

**5.1 External envelope.**

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

<<OPEN NATIONAL INVITATION TO TENDER N°. 05/ONIT/MINDDEVEL/NWR/NG/BC/ BCITB /  
2025 OF 09/01/2025 FOR THE CONSTRUCTION OF A CONCRETE FISH POND AND  
DRILLING OF A BOREHOLE POWERED BY A SUBMERSIBLE SOLAR PUMP IN  
BALIKUMBAT>>

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

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

**8.2 Internal envelopes**

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

The first internal envelope shall be labeled;

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

**ADMINISTRATIVE DOCUMENTS.**

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force
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 or an insurance company approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of tender file issued by Balikumbat municipal treasury
A.6	A bid bond of THREE HUNDRED AND TWENTY THOUSAND (320 000) FCFA issued by a first rate-bank or an insurance company approved by the Ministry in charge of Finance in conformity with COBAC conditions.
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
A.9	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.
A.10	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.11	Plan and Attestation of localization

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

<b>B.1</b>	<b>General presentation of the tender files</b>		
B.1.1	-Document spirally bound		
B.1.2	-Table of content page		
B.1.3	-Colour sheets separation		
B.1.4	- Presentation of documents in the order given in this tender		
<b>B.2</b>	<b>LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS</b>		
B.2.1	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed. (minutes of final reception for up to 2020 projects) Minimum acceptable: 03 Contracts realized in the domain of building construction over the past 05 years		
	1st Reference		
	2nd reference		
	3rd reference		
<b>B.3</b>	<b>QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF FOR EACH LOT</b>		
<b>B.3.1</b>	<b>01 works supervisor (at least civil or rural engineer or equivalent certificate)</b>		
	Qualification of the works supervisor: (Civil or rural Engineering certificate (BAC +3) Professional experience of the project engineer $\geq$ 03 years (signed CV)		
	➤ A certified copy of the technical diploma,		
	➤ CV signed by the candidate, and attestation of availability signed and dated		
<b>B.3.2</b>	<b>Site foreman (Civil Engineering Senior Technician)</b>		
	Qualification of the Site foreman: (Senior Technician certificate in Civil Engineering (HND or equivalent certificate) Professional experience of the Site foreman $\geq$ 03 years (signed CV)		
	➤ A certified copy of the technical diploma,		
	➤ CV signed by the candidate, and attestation of availability signed and dated		



B.3.4	<b>Other personnel</b>		
	Present only cv of Artisanal staff: building construction, carpentry and electricity (CAP certificate or equivalent), Professional experience of each of the artisan staff >03years (signed CV)		
<b>B.4</b>	<b>TECHNICAL PROPOSALS</b>		
B.4.1	Organigram of the project (Specify names of the personnel handling the various functions)		
B.4.3	Organisation of works/methodology		
B.4.5	Environmental protection measures		
B.4.6	Security and safety at the site		
B.4.7	Planning of execution of works.		
<b>B.5</b>	<b>LOGISTICS (Equipment put aside for this project)</b>		
B.5.1	Proof of ownership or rental of a pick-up or other vans		
B.5.2	Proof of ownership or rental of a dump truck		
B.5.3	Proof of ownership or rental of a concrete vibrator		
B.5.4	Proof of ownership or rental of a Hand compactor		
B.5.5	Masonry Kit : Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket , trowels, etc.		
B.5.6	Carpentry Kit : carpentry clamps, saws, harmers, etc.		
<b>B.6</b>	<b>FINANCIAL CAPACITY</b>		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. 75% of the project amount (for each lot)		
B.7	<b>Attestation of site visit</b> signed by the director of the Company		
B.8	Comprehensive report of site visit signed by the company administrator and justified by valid photos		
B.9	Special Technical Clauses initialed in all the pages and last page signed		
B.10	Special Administrative Clauses completed and initialed in all the pages and last page signed		

#### ENVELOPE C- FINANCIAL FILE

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

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

#### Supply price

#### ARTICLE 8: Currency of payment



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

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

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

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

#### **ARTICLE 9: Transport and delivery**

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

#### **ARTICLE 10: Guarantee and retention guarantee**

##### **10.1 Provisional guarantee**

The amount of the provisional guarantee or guarantee of tender is fixed at 320,000 FCFA (three hundred and twenty thousand FCFA).

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

##### **10.2 Final Bond**

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

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

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

##### **10.3 Guarantee Retention**

Guarantee Retention of ten percent (10%) will be operated on amount including all taxes of the contract. The corresponding sum will be paid or the released guarantee, with the final reception of work. It could be replaced by a guarantee issued by a banking house approved by the Ministry of Finances following COBAC conditions.

#### **ARTICLE 11: Period of validity of the offers**

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

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

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

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

<<OPEN NATIONAL INVITATION TO TENDER No.05/ONIT/MINDDEVEL/NWR/NG/BC/ BCITB / 2025 OF 09/01/2025 FOR THE CONSTRUCTION OF A CONCRETE FISH POND AND DRILLING OF A BOREHOLE POWERED BY A SUBMERSIBLE SOLAR PUMP IN BALIKUMBAT>>.

<<TO BE OPENED ONLY DURING THE OPENING SESSION>>

#### **ARTICLE 13: Date and latest time of deposit of offers**



The offers will have to arrive under closed fold and seal latest **06/02/2025** at 10:00 AM, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

**MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT  
BALIKUMBAT COUNCIL  
SERVICE OF AWARD  
TEL.: N° 237 670912286.**

Beyond this time no offer will be received nor accepted.

**ARTICLE 14: Opening of the tenders**

The opening of the folds will be carried out in the Conference room of the Balikumbat Council on **06/02/2025** as from **11:00 AM**, by the Balikumbat Council Internal Tender Board sitting in the presence of the duly selected bidders or their representatives and having a good knowledge of the file.

**AWARD OF THE CONTRACT**

**ARTICLE 15: Award of the contract**

The Tenders Board will propose to the Contracting Authority to award the contract to the bidder who will have presented the offer with the lowest offer, essentially conforming to the regulations the Tender File, having satisfied to **100% of all the eliminatory criteria and at least 21/28 (75%) of the essential criteria** taken into account.

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

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

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

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

**ARTICLE 16: COMMENCEMENT OF WORK:**

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

- ❖ The Authorizing officer or his representative .....(president)
- ❖ The Divisional Delegate of MINMAP or his representative.....(member)
- ❖ The Divisional Delegate of MINEPAT or his representative .....(member)
- ❖ Control Engineer.....(Secretary)
- ❖ The Project Manager or his representative.....(member)
- ❖ The contractor or his representative.....(member)
- ❖ The Representative of the beneficiary population..... (observer).



**DOCUMENT No. 5:**  
**SPECIAL ADMINISTRATIVE CONDITIONS (SAC)**



## Table of contents

### Chapter I: General

- Article 1 - Subject of the contract
- Article 2 - Award procedure
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Language, applicable law and regulations
- Article 5 - Constituent documents of the contract (article 4 of GAC)
- Article 6 - General applicable instruments
- Article 7 - Communication (GAC articles 6 and 10 supplemented)
- Article 8 - Administrative Orders (article 8 of GAC supplemented)
- Article 9 - Contracts with conditional phases (article 15 of GAC)
- Article 10 - Contractor's personnel (article 15 of GAC supplemented)

### Chapter II: Financial conditions

- Article 11 - Guarantees and bonds (articles 29 and 41 of GAC supplemented)
- Article 12 - Amount of contract (articles 18 and 19 supplemented)
- Article 13 - Place and method of payment
- Article 14 - Price variation (article 20 of GAC)
- Article 15 - Price revision formulas
- Article 16 - Price updating formulas (article 21 of GAC)
- Article 17 - Work under State supervision (article 22 of GAC supplemented)
- Article 18 - Evaluation of works (article 23 supplemented)
- Article 19 - Evaluation of supplies (article 24 of GAC) supplemented)
- Article 20 - Advances (article 28 of GAC)
- Article 21 - Payments for the works (articles 26, 27 and 30 of GAC supplemented)
- Article 22 - Interests on overdue payments (article 31 of GAC supplemented)
- Article 23 - Penalties for delay (article 32 of GAC supplemented)
- Article 24 - Payment in case of a group of enterprises (article 33 of GAC)
- Article 25 - Final detailed account (article 35 of GAC)
- Article 26 - General detailed account (article 35 of GAC)
- Article 27 - Tax and customs schedule (article 36 of GAC)
- Article 28 - Stamp duty and registration (article 37 of GAC)

### Chapter III: Execution of the works

- Article 29 - Nature of works
- Article 30 - Obligations of the Project Owner (GAC supplemented)
- Article 31 - Execution deadline of contract (article 38 of GAC)
- Article 32 - Roles and responsibilities of the contractor (article 40 of GAC)
- Article 33 - Making available documents and site (article 42 of GAC)
- Article 34 - Insurance of structures and civil responsibility (article 45 of GAC)
- Article 35 - Documents to be furnished by the contractor (article 49 supplemented)
- Article 36 - Organisation and security of sites (article 50 of GAC)
- Article 37 - Implantation of structures (article 52 of GAC)
- Article 38 - Sub-contracting (article 54 of GAC)
- Article 39 - Site laboratory and trials (article 55 of GAC)
- Article 40 - Site logbook (article 56 of GAC supplemented)
- Article 41 - Use of explosives (article 60 of GAC)

### Chapter IV: Acceptance

- Article 42 - Provisional acceptance (article 67 of GAC)
- Article 43 - Documents to be furnished after execution (article 68 of GAC)
- Article 44 - Guarantee time-limit (article 70 of GAC)
- Article 45 - Final acceptance (article 72 of GAC)

### Chapter V: Miscellaneous provisions

- Article 45 - Termination of the contract (article 74 of GAC)
- Article 46 - Force majeure (article 75 of GAC)
- Article 47 - Differences and disputes (article 79 of GAC)
- Article 48 - Drafting and dissemination of this contract
- Article 49 and last: Entry into force of the contract



## Chapter I: General

### Article 1: Subject of contract

The subject of this contract shall be the **CONSTRUCTION OF A CONCRETE FISH POND AND DRILLING OF A BOREHOLE POWERED BY A SUBMERSIBLE SOLAR PUMP IN BALIKUMBAT.**

### Article 2: Contract award procedure

This contract shall be awarded by Open National Invitation To Tender N° 05/MINDDEVEL/NWR/NG/BC/BCITB/2025 OF 09/01/2025

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

#### 3.1 General definitions (cf. Code)

- The Contracting Authority shall be the **Lord mayor of Balikumbat Council**. He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation.
- The Contract Engineer shall be the **Divisional Delegate of MINEPIA for Ngoketunjia** hereinafter referred to as the Engineer and shall sign the "Attachment"
- The Project **Owner is the Lord Mayor of Balikumbat Council**. He represents the beneficiary administration of the works.  
  
He ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- **The Project Manager shall be the Council Development Officer, Balikumbat council** herein after referred to as the Follow up Engineer.  
He ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- The **Control Brigade of MINMAP** shall carry out regular unannounced control visit to the site to ensure the respect of this jobbing order.
- The contractor shall be [to be specified].

#### 3.2 Security

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

- The authority in charge of ordering payment shall be the **Lord Mayor of Balikumbat Council**.
- The authority in charge of the clearance of expenditures shall be the **Divisional Controller of Finance Ngoketunjia**.
- The body or official in charge of payment shall be the **Municipal Treasurer Balikumbat Council Treasury**.
- The official competent to furnish information within the context of execution of this contract shall be the **Lord Mayor of Balikumbat Council**.

#### 3.3 Duties of the Control Mission, Project Manager

##### 3.3.1 Missions [to be completed, where need be]

##### 3.3.2 Means put at the disposal of the Control Mission [to be completed where need be].

### Article 4: Language, applicable law and regulation

#### 1.2 The language to be used shall be [English and/or French].



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

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

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

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

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

#### **Article 6: General instruments in force**

This contract shall be governed by the following general instruments [to be adapted according to the case]:

1. Framework Law No. 96/12 of 5 August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
5. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
6. Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code;
7. Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
8. Circular No. 002/CAB/PM of 21 January 2011 relative to the amelioration of the performance of the public contract system;
9. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
10. Letter No. 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
11. Circular No. 00013995/C/MINFI OF 31/12/2024 bearing on the instructions relating to the implementation of the finance laws, the monitoring and control of the execution of the budgets of the State and other public entities for the 2025 fiscal year. Unified Technical Documents (DTU) for building works;
12. Applicable standards;
13. Other instruments specific to the domain concerned with the contract.

#### **Article 7: Communication (Articles 6 and 10 supplemented)**

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

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



- b) In the case where the Project Owner is the addressee:  
Sir/Madam \_\_\_\_\_ [to be specified] with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
- c) In the case where the Contracting Authority is:  
Sir/Madam [to be specified] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable

- 1.2 The contractor shall address all written notifications or correspondences to the Project Manager with a copy to the Contract Manager.

#### **Article 8: Administrative Orders (Article 8 of GAC)**

- 8.1 The Administrative Order to start execution of works shall be signed and notified to the Contractor by the **Contracting Authority/ Project Owner** with a copy to MINMAP, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.
- 8.2 Based on the minutes of a site meeting jointly signed by **Contracting Authority/Project Owner, MINMAP and Project Engineer** Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by the **Contracting Authority/Project Owner** and notified by the **Project Engineer** to the Contractor with a copy to the **MINMAP, 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 by the Contracting Authority/ Project owner based on the report of a joint site visit done by Contracting Authority/Project Owner, MINMAP and Project Engineer, and notified to the Contractor by the Contract Engineer with a copy to MINMAP and Project Manager
- 8.4 Administrative Orders serving as warnings shall be signed by the **Contracting Authority/Project Owner** and notified to the Contractor by the **Contract Engineer** with a copy to **MINMAP and Project Manager**.
- 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the **Contracting Authority/Project Owner** and notified to the Contractor by the **Contract Engineer** with a copy to **MINMAP and Project Manager**.
- 8.6 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the **Project owner** upon the proposal of the **Contract Engineer** and notified to the Contractor by the **Contract Engineer** and a copy sent to **MINMAP and Project Manager**

The contractor has a time-limit of **fifteen (15) days** to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.

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

- 9.1 [Specify if the contract has one or several phases]

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

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

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



- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has **5 (five) 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**

20% maximum of the amount of the contract inclusive of all taxes guaranteed at 100%) and conditions for the return of the guarantee

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

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

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

### **Article 13: Place and method of payment**

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

- a. For payments in CFA francs (amount in figures and letters exclusive of taxes) by credit to account No. \_\_\_\_\_ opened in the name of the contractor in the \_\_\_\_\_ bank.
- b. For payments in foreign currencies (amount in figures and letters exclusive of taxes) by credit to account No. \_\_\_\_\_ opened in the name of the contractor in \_\_\_\_\_ bank.

### **Article 14: Price variation (Article 20 of GAC)**

TENDER FILE FOR THE CONSTRUCTION OF A CONCRETE FISH POND AND DRILLING OF A BOREHOLE POWERED BY A SUBMERSIBLE SOLAR PUMP.



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 [must not exceed 2 %] of the amount of the contract and its additional clauses, where applicable.

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

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

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

This contract is at [unit price, all-in price or unit and all-in price].

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

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

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

**Article 20: Advances (article 28 of the GAC)**

20.1 The Contracting Authority 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 (75) 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 30<sup>th</sup> of each month, the contractor and the Project Manager shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment.

### **21.2 Monthly detailed account**

No later than the fifth (5<sup>th</sup>) 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%) and/or (100-5.5)%] 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 Project Manager has a time-limit of seven (7) days to forward to the Contract Manager the detailed accounts he has approved.

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

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

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

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

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

Possible interests on overdue payments are paid by statement of sums due in accordance with article 167 of Decree No. 2018/366 of 20 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 (1/2000<sup>th</sup>) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the contractual time-limit;
- b) One thousandth (1/1000<sup>th</sup>) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30<sup>th</sup> day.

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

### **B. Specific penalties [amount to be indicated]**

23.3 Independently of penalties for overrun of contractual time-limit, the contractor shall be liable for the following special penalties for the non-observation of the provisions of the contract, especially:

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

## **Article 24: Payment in case of a group of enterprises (article 33 of the GAC) Not applicable**



#### **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 to the contract Engineer. This final detailed account of works executed summarises the total sums to which the contractor may be entitled as a result of the execution of the whole Jobbing Order.

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

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

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

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

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

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

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

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

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

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

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

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

All taxes inclusive prices means VAT included.

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

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

### **Chapter III: Execution of works**

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



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

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

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

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

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

31.1 The time-limit for the execution of the works forming the subject of this contract shall be **ninety (90) days**.

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

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

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

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

A reproducible copy of the plans featuring in the Tender File shall be submitted by the Contract 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 following insurance policies are required within the scope of this jobbing order in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the contract (to be adapted):

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

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

**35.1 Programme of works, Quality Assurance Plan and others**

a) Within a minimum deadline of [fifteen (15) days] from the date of notification of the Administrative Order to commence execution, the contractor shall submit in [six (6)] copies for the approval of [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. A duly signed copy of the execution must be deposited at the DD of MINMAP latest 15 (fifteen days) from the date of notification of the Administrative Order to commence execution.

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

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

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

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



The approval given by the 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 Project owner. After approval of the execution schedule by the project owner, 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 Project owner shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract

### **35.2 Execution draft**

- a) The execution plan documents (calculations and drawings) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the [Contract Manager or Project Manager] at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The [Contract Engineer or Project owner] has a deadline of [five (05) days] to examine and make known his observations. The contractor then has a deadline of [04] four days] to present a new file including the said observations.

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

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

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

### **Article 37: Implantation of structures**

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

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

There shall be no sub-contracting

### **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 Engineer 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 MINMAP and 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.
- 40.3 Absence of site log book that is duly signed shall be sanctioned with a penalty of 3,000 (three thousand) F CFA per day

**NB the Site logbook must be such that two carbon copies of each page are left behind.**

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

Explosives shall not be used during the execution of this job

#### **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 control Engineer and copy the chief of control brigade MINMAP 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.

- Control Engineer .... Secretary
- control brigade MINMAP...observer
- Contractor.....member

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 Authorizing Officer or his representative ..... (Chairman)
- 2- The DD MINMAP or his Representative..... (observer)
- 3- The Contractor or his Representative..... (Member)
- 4- The Control Engineer..... (Secretary)
- 5- The Project Manager or his Representative ..... ( Member)
- 6- The Stores Accountant or his Representative.....(Member)
- 7- The Representative of the beneficiary population..... (observer).

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

##### **Article 43: GUARANTEE PERIOD.**

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

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

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

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

#### **Chapter V: Sundry provisions**



#### **Article 45: Termination of the contract (article 74 of the GAC)**

The contract may be terminated as provided for in article 167 of Decree No. 2018/366 of 20 June 2018 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

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

#### **Article 46: Case of force majeure (article 75 of the GAC)**

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

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

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

Disagreements and disputes resulting from the execution of this contract may be settled amicably. Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction, subject to the following provisions: [to be filled, where need be].

#### **Article 48: Production and dissemination of this contract**

Eight (08) 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. 6:  
SPECIAL TECHNICAL CONDITIONS (STC)**



## FISH POND CONSTRUCTION, PREPARATION & MANAGEMENT FOR BETTER FISH FARMING

Fish pond preparation is the basic and first step in freshwater fish farming. Pond preparation is to be done intensively to enhance the fish production of the pond. Without proper preparation of the pond bottom if we start the fish culture technique it will create a huge problem and production will be of poor quality. In the case of the pond preparation process, good management practices are the basic solution for obtaining better fish yield. Sustainable methods should always be chosen to make pond preparation more suitable for environment-friendly fish farming technique.

### Importance of pond preparation in fish farming

The most important component of the fish farming business is to prepare a pond in a proper way. Without the construction of a well-prepared pond, it is not possible to start or run any fish farming business. The importance of pond preparation is given below.

- Aquatic plants and animals which are harmful to fish are controlled
- Cannibalistic and unwanted fishes are removed
- A healthy environment of the pond is preserved
- Optimum pH for fish production is maintained
- Availability of the feed for the cultured fish is ensured

### Types of ponds used in fish farming

Within freshwater fish culture unit, different kinds of pond components are used: they are nursery, rearing, production, segregation and breeding/spawning pool.

The percentage of area covered by these different pond types are given below:

Nursery pond: 3%  
Rearing pond: 11%  
Production pond: 60%  
Segregation pond: 1%  
Breeding pond: 25%

### Nature of different ponds

Nursery ponds: Shallow

Rearing ponds: Moderately deep

Production ponds: Moderately deep

Segregation pond: Moderately deep

Breeding ponds: Moderately deep

Water level (for larger production ponds): 2-3 meters



## LOGICAL SEQUENCE FOR THE CONSTRUCTION OF FISH POND

### Fish Pond construction

#### Survey

- Before constructing the pond, land is surveyed to find out determine its topography.
- Marking the area of proposed pond is the first step in the construction of a fish pond.
- The natural slope where the main wall is to be built should be ascertained.
- The main wall should be marked off at the lower end of the pond, where the slope is the greatest.

#### Designing

- The first step while designing fish ponds should be to study the soil type, topography and water supply.
- In designing the fish farm, it should be decided as to where and how many nursery, rearing and stocking ponds are to be constructed.
- In case of a fish farm constructed solely for the purpose of seed production, only nursery and rearing ponds may be constructed, with a nominal area for the brood stock ponds.
- In case of grow-out farm, more stocking ponds will be constructed to produce table size fish after stocking fingerlings.
- For a composite fish farm all three types of ponds are required and their number should be based on the intended stocking density.
- Fish ponds should be at least one surface acre in size. Ponds smaller than one acre seldom support a satisfactory fish population over many years. They usually require much more intensive fish management and may not justify the costs.
- It is important to know the exact size, maximum depth, average depth, and water volume of the pond. This information becomes useful in calculating the amount of herbicide needed for weed control and the number of fish fingerlings needed for stocking.

#### Different kinds of pond

Freshwater fish ponds differ according to their source of water, the way in which water can be drained from the pond, the material and method used for construction and the method of use for fish farming. Their characteristics are usually defined by the features of the landscape in which they are built. Ponds can be described as follows.

#### According to the water source



#### 1. Ponds can be fed by groundwater:

- (a) Spring-water ponds are supplied from a spring either in the pond or very close to it. The water supply may vary throughout the year but the quality of the water is usually constant.
- (b) Seepage ponds are supplied from the water-table by seepage into the pond. The water level in the pond will vary with the level of the water-table.

#### 2. Rain-fed ponds:



Rain-fed ponds are supplied from rainfall and surface runoff. No water is supplied during the dry season. These ponds are often small depressions in impermeable soil, with a dike built at the lower side to retain more water.

3. Ponds can be fed from a water body such as a stream, a lake, a reservoir or an irrigation canal. These may be fed directly (e.g. barrage ponds), by water running straight out from the water body to the ponds, or indirectly (e.g. diversion ponds), by water entering a channel from which controlled amounts can be fed to the ponds.
4. Pump-fed ponds are normally higher than the water level and can be supplied from a well, spring, lake, reservoir or irrigation canal, by pumping.
1. Undrainable ponds cannot be drained by gravity. They are generally fed by *groundwater* and/or surface runoff, and their water level may vary seasonally. Such ponds have two main origins.
2. Drainable ponds are set higher than the level to which the water is drained and can easily be drained by gravity\*. They are generally fed by surface water such as runoff\*, a spring or stream, or are pump-fed.
3. Pump-drained ponds may be drainable by gravity to a certain level, and then the water has to be pumped out. Other ponds, similar to undrainable ponds, must be pumped out completely. These ponds are only used where groundwater does not seep back in to any extent.

#### According to the construction materials

1. Earthen ponds are entirely constructed from soil materials. They are the most common, and you will learn primarily about these ponds in this manual.
2. Walled ponds are usually surrounded by blocks, brick or concrete walls. Sometimes wooden planking or corrugated metal is used.
3. Lined ponds are earthen ponds lined with an impervious material such as a plastic or rubber sheet.

#### According to the construction method

1. Dug-out ponds are constructed by excavating soil from an area to form a hole which is then filled with water. They are usually undrainable and fed by rainfall, surface runoff or groundwater.
2. Embankment ponds are formed without excavation by building one or more dikes above ground level to impound water. They are usually drainable and fed by gravity flow of water or by pumping.
3. Cut-and-fill ponds are built by a mix of excavation and embankment on sloping ground. They are usually drainable, and water, which is impounded within the dikes, is fed by gravity or by pumping.

#### According to the use of the pond

- Spawning ponds for the production of eggs and small fry;
- Nursery ponds for the production of larger juveniles;
- Brood ponds for broodstock rearing;
- Storage ponds for holding fish temporarily, often prior to marketing;
- Fattening ponds, for the production of food fish;
- Integrated ponds which have crops, animals or other fish ponds around them to supply waste materials to the pond as feed or fertilizer;
- Wintering ponds for holding fish during the cold season.

#### Three basic pond types



Ponds can be conveniently grouped into three basic types depending on the way the pond fits in with the features of the local landscape.

#### **SUNKEN POND:**

1. The pond floor is generally below the level of the surrounding land.
2. The pond is directly fed by groundwater, rainfall and/or surface runoff. It can be but is not normally supplemented by pumping.
3. The sunken pond is undrainable or only partially drainable, having been built either as a DUG-OUT POND or to make use of an EXISTING HOLLOW or DEPRESSION in the ground, sometimes with ADDITIONAL EMBANKMENTS to increase depth.

#### **BARRAGE POND:**

1. They are created in the bottom of a valley by building a DAM across the lower end of the valley. They may be built in a series down the valley.
2. The barrage pond is drainable through the old river bed.
3. If large floods are present, the excess water is normally diverted around one side of the pond to keep the level in the pond constant. A DIVERSION CANAL is built for this purpose; the pond water supply is then controlled through a structure called the WATER INTAKE.
4. Directly fed from a nearby spring, stream or reservoir, the water enters the pond at a point called the INLET and it flows out at a point called the outlet.
5. To protect the dike from floods, a SPILLWAY should be built.

#### **DIVERSION POND:**

1. The diversion pond is fed indirectly by gravity or by pumping through a diversion canal (which becomes the MAIN FEEDER CANAL), from a spring, stream, lake or reservoir. The water flow is controlled through a water intake. There is an inlet and an outlet for each pond.
2. The diversion pond can be constructed:
  - either on sloping ground as a cut-and-fill pond;
  - or on flat ground as a four-dike embankment pond sometimes called a PADDY POND.
3. It is usually drainable through a drainage canal.

#### **Construction**

- After the designing, it is necessary to prepare detailed estimates of the items of work to be carried out as per the design.
- The approximate cost of construction is also to be estimated.

#### **Construction time**

- The construction time of the pond is an important factor for pond management.
- If the construction of the ponds is completed in summer, the pond can be used for farming immediately for next season (monsoon).

#### **Preparation of the site**

- The site should be cleared before the construction.
- All the bushes and small plants, etc. should be cut and removed along with their roots. The roots should be totally removed; otherwise the leakage problem will arise later on.



- If there are any trees near the construction site, it is better to cut the branches overhanging the ponds, so that the sunlight is not blocked and the leaves do not fall in the water.
- It is better to have trees near the ponds, but only 5m away from the pond.

### Mark out the ponds

- When the pond area is cleaned, it is necessary to mark the outlines of ponds and dykes.
- Mark out the main wall or dyke and other walls with stakes. The walls should be wide.
- Plan the depth of the pond and height of walls.
- The walls should always be at least 30 cm higher than the water level for a small pond, and at least 50 cm higher for a larger pond.

### Excavation of the pond

- It can be carried out either by manual labour or by dozers (JCBs).
- The sides and bottom of ponds should be properly finished and trimmed until a good slope for drainage is made.
- The pond bottom should usually have a slope of 2-5%.
- The most important feature is to have the pond bottom slope such that the pond can be drained.
- If the pond site has a natural slope, the dyke or main wall should be constructed at the low level side.
- When the pond walls are constructed, the excavated soil can be placed on the top and planted with grass.
- This fertile top soil will root grass easily and this will help keep the walls from eroding.
- The pond bottom must be cleared by removing small rocks, roots, and stumps to prevent the nets from getting caught and torn during harvesting.
- If grass is found in the pond bottom, it need not be removed, because after filling up the pond with water the grass will die and add nutrients to the water.
- When the stakes have been established for construction of dykes, about 2' top soil should be removed as it consists of large amounts of roots and other organic material.
- The core trench is cut immediately after the removal of the top soil. If the soil is porous, the seepage problem may arise at a later stage. It would be essential to provide a clay core in order to prevent seepage.
- A soil which is a mixture of sand and clay is best.
- Pure clay soil will crack and leak.
- If pure clay is to be used, it must be mixed with other soil before it can be used.
- Turf, humus or peaty soils should not be used.
- All stones, wood pieces and other material which may rot or weaken the wall must be removed before building begins.

### Construction of dyke

- Construction of earthen dyke is always economical.
- Soil obtained from digging can be used to prepare the earthen dyke.

### Construction of dyke

- The filling of earth should be done in layers not exceeding 20 cm in height and consolidate each layer by watering and ramming.
- The earth work for the dykes should be thoroughly compacted so that even minor seepage can be checked.



- If the fish farmer is economically sound, he can go for stone pitched dykes.
- The dykes of a pond should be strong enough to withstand weather action.
- In big ponds erosion of dykes is a problem which requires regular attention.
- Brick or stone pitching may be provided to arrest erosion of dykes.
- Earthen dykes can be protected from erosions with bamboo piling.
- Holes should be closed immediately with stiff clay mixed with lime and cementing material and should be compacted properly.
- By using concrete blocks, stones or bricks the earthen dykes will be protected more permanently from crab or rat holes.
- Side slopes of embankments depend upon the nature of material used for construction. The slopes should be flatter than the angle.
- Soil with a lot of clay in it can have a greater slope on the outside wall than on the inside wall.
- A typical embankment is built with an outside slope of 1:1 and an inside slope of 1:2.
- A slope of 1:2 means that for every increase in 2m width there is a change of 1 m in height.
- Once the embankment is constructed, it is better to plant grass on it.
- The grass roots help to hold the wall together and prevent erosion of the soil.

#### **Drainage system**

- A drainage system is used to empty the pond.
- It consists of the outlet system for letting water out of the pond and the drainage ditches which carry the water away from the pond.

#### **Drainage of the pond water**

- The best and easiest way to have a good drainage system is to build the pond in a place which provides a good slope.
- The drainage system must be built before the pond embankment because some drainage devices go through the walls.
- One of the easiest ways to drain the pond is to place a bamboo or plastic pipe through the base of the wall into the middle of the pond.
- The end of the pipe, which is inside the pond, should have a screen over it to keep fish from entering the pipe. The other end of the pipe is plugged with wood or clay. To drain the pond during harvest time, the plug is pulled out.
- Other methods of draining the ponds are the siphon and the pump.

#### **Drainage of the pond**

##### **Sluice**

The sluice can be a screened gate in a water channel going into the pond or drainage gate leading water out of the pond.

- The sluice can be made of wood, cement and brick. It can be made up of one or two wooden gates which are removed to empty or fill the pond.
- A sluice also has a screen gate to keep unwanted fish from entering at the inlet and pond fish from leaving at the outlet.

##### **Water inlet**

- All the ponds, except for those filled directly by a spring or by rainwater, need water inlets.
- During the construction of inlets, filters should be used in the channel so that the unwanted fish or other materials do not enter into the pond and the water is clean.



- A water inlet can be as simple as a bamboo pipe of good diameter running from a water source through the wall into the pond.
- The inlet pipe should be placed above the water level.
- A wire screen makes a good filter.
- The horizontal screen is very effective.
- A nylon mesh bag makes a good filter and can be fixed to the inlet pipe.
- A sand and gravel filter is also used, but it requires a small tank at the water inlet, it is more effective and economical.
- If the water is muddy, or has plenty of leaves or grass in it, the wire screen is better.
- If the water source is free from organic material, the mesh bag will work.
- If the water contains unwanted fish and more organic matter, sand and gravel filters are best.

### Sealing the pond bottom

#### Leaking Ponds

One of the most common farm pond problems is heavy water loss through leakage. The ability of the pond to retain water depends largely on the characteristics of the soil at the pond site. Most leaky pond problems can and should be prevented by cautious site selection. Before building a pond, be sure to test the capacity of the soil to hold water. Soils with a high clay content will minimize seepage since clay particles tend to swell when wet and, thereby, provide a good bottom seal.

- If the soil has more clay in it, no special sealing is needed.
- If the bottom is sandy, it should be sealed to hold the water. To seal the bottom a clay core lining is built over the pond bottom.
- Another method of sealing the pond bottom is with cement blocks, but it is expensive.
- The most commonly used pond sealant is bentonite clay. Bentonite is most effective on sandy soils that contain insufficient amounts of clay. For best results, bentonite should be spread evenly over the dry pond bottom at a rate of 50 lbs/100 ft (20,000 lbs/acre) mixed with the existing soil, moistened, and then compacted with a roller.
- Sealing with flexible plastic sheeting of polyethylene, or plastic or vinyl, or butyl or rubber sheet liner at least 2 mm thick is another method of sealing.
- The pond liners should be covered by at least 6 inches of sand or fine soil.
- Technique developed in the USSR, is called gley or biological plastic. In this method, the pond bottom is covered with animal manure after cleaning the bottom. The animal manure layer is then covered with banana leaves, cut grasses or any vegetable matter, and a layer of soil is put on it. The layers are rammed down very well and 2-3 weeks are allowed to elapse before filling the pond.

### Preparation of pond

#### 1. Preliminary or preparation stage

##### Soil sampling:

Before starting other procedures, the soil should be tested. Samples are collected from the bottom of the pond and dike. Generally, pH and organic matter contents are analyzed. pH is important to determine the amount of lime to be treated later. Soil sampling is very important, especially for the new ponds.

##### Demudding:

One of the most important steps of pond preparation is to "de-mud" the pond, which we wish to prepare. "De-mud" basically is the process of removing mud from the pond which we wish to use.



The main purpose of demudding is to make it more suitable for fish farming. Demudding can be done just by removing the mud from the pond, which is the easiest way. Instead of demudding directly, we can go for deepening of our pond which is the best option for larger fishes.

#### **Pond drying:**

The bottom of the pond is dried to remove the unwanted fish species. Drying is done until the soil cracks. Drying also ensures the oxidization of harmful substances and mineralization of organic matters.

#### **Make the dike of the pond taller:**

The most common problem of the rainy season for most of the ponds is that flood can carry away fishes of the pond. So, if the pond is located in an area which is closer to the river or stream, then taller embankment or dike is a must. It should be at least 2 to 3 ft higher than the highest level of water in the pond. This can be done very easily and automatically during the time of digging or demudding. Sand removed during de-mudding/digging can be used to make dikes taller. Otherwise, sandbags can be used to make the dikes/embankments taller.

#### **Efficient inlet and outlet system:**

Efficient inlet and outlet system is very much important for the proper working of the pond system. This mostly comes in the form of a pipe through which water can enter and exit from the system. The inlet system of the pond should be placed slightly higher than the outlet system to ensure maximum water flow.

Proper inlet and outlet system prevent overflow of the pond by taking care of heavy rainfall/slight flood. This is very much helpful for the proper maintenance of water quality.

### **2. Treatment stage**

#### **Controlling harmful aquatic plants and animals:**

Aquatic weeds and insects both are very much harmful to fish farming ponds as weeds consume almost all nutrients and reduce the amount of oxygen. Their growth should be controlled efficiently so that they cannot create any problem in the pond.

#### **Removing cannibalistic and unwanted fishes:**

Removal of cannibalistic and unwanted fishes is very much important step in pond preparation. Shol, gozar, boal, taki, etc. are cannibalistic fish and mola, dhela, chanda, pumpiti etc. are unwanted fish. They can be removed by drying the pond or by using poison in the pond. Rotenone powder is the best option for this purpose.

#### **Conditioning the pond:**

Conditioning is done by application of a layer of lime or calcium hydroxide which is spread over the bottom of the pond for two weeks. It is usually applied during or after the pond drying stage. This removes the acidity of the soil, facilitates biogeochemical cycles and prevents unwanted species.

Liming can be done in three different ways:

- By broadcast over a dried pond which includes the dike walls.
- By mixing with water and spraying over the pond and



- By liming the water flowing into the pond.

**Manuring:**

After 15 days of liming, manuring or fertilization is done in order to facilitate the growth of fish food organisms. Manure can be of organic or chemical nature. The application rate of raw cow dung for stocking pond is 2-3 tonnes/ha. The application rate of poultry manure is 5000 kg/ha. Use of chemical fertilizer depends upon the concentration of phosphorus and nitrogen in the soil and varies accordingly. The standard combination of NPK is 18:10:4 for freshwater ponds.



## **DOCUMENT NO. 7: SCHEDULE OF UNIT PRICES**



**UNIT PRICE SCHEDULE FOR THE CONSTRUCTION OF A FISH POND EQUIPPED WITH A BOREHOLE, A SOLAR PUMP AND ELEVATED PLASTIC WATER TANK 5000L FOR THE FISH PRODUCTION IN BALIKUMBAT MUNICIPALITY.**

S/N	WORK DESCRIPTION	Unit	Q'ty	UP IN FIGURES	U P IN WORDS
<b>100 GENERALITIES AND INSTALLATION</b>					
101	<b>Site selection:</b> Hydrogeological, geophysical, studies and implantation	LS	1		
102	<b>Mobilization:</b> Transportation of materials and equipments/Site Installation	LS	1		
103	Environmental Impact Notice	LS	1		
<b>Sub Total 100</b>					
<b>200 DRILLING OF BOREHOLE</b>					
<b>201</b>	<b>PREPARATORY WORKS -SITE INSTALLATION</b>				
202	installation of the site, supply and withdrval of equipment and personnel	U	1		
203	general site cleaning	U	1		
204	production and supply of execution and constract files	U	1		
<b>DRILLING WITH A FLOW RATE <math>\geq 1.00\text{M}^3/\text{h}</math> ALL SUGGESTIONS INCLUDED</b>					
206	drilling of weathering or sedimentary soils in O9"7/8 up to 20m	ML	20		
207	laying and pulling of temporary solid pvc casing O 175-195mm	U	1		
208	drilling the base with O6"1/2 down -the-hole gammer	ML	40		
<b>EQUIPMENT DEVELOPMENT</b>					
209	supply and installation of 122-125mm full pvc tube	ML	20		
210	supply and installation of screened pvc	ML	40		
211	supply and installation of filtering mass of calibrated gravel (1-3mm)	ML	40		
212	supply and installation of a clay plug	U	1		
213	cleaning and development with air lift and disinfection of the borehole	U	1		
214	long duration CIEH type pumping test	U	1		
<b>IV SUPER STRUCTURE AND DEWATERING MEANS</b>					
215	realisation of a base for the installation of the pump	U	1		
216	cementing of the drill head	U	1		
<b>SUB TOTAL 200</b>					
<b>300 SUPERSTRUCTURE, SOLAR PUMP INSTALLATION AND PIPING NETWORK</b>					
301	Purchase and installation of Solar Pump with the following charateristics: Q:2.0m3/h, HMT 80m, Mark: Lorentz or any other pump recommended by MINEE	LS	1		
302	Installation of automatic control system (Float Switch)	LS	1		
303	Protection of the borehole surface	U	1		
304	construction of a small technical unit for the solar batteries and accessories under the storage tank and provision for doors and ventintilation windows	LS	1		
305	Assorted PVC and GI pipes Ø 40mm NP12.5 (from borehole to elevated storage tank (supply network)	LS	1		
306	Pipeline excavtion and backfilling	ML	300		
307	PVC Ø 40mm NP 12.5 (from elevated storage tank to the standpipes (distribution network)	ML	300		



308	Construction of standpipes	U	2		
309	Purchase and installation of Sonal Panel (300Wc) monocrystallin)	U	8		
310	Linear current booster (Charge controller)	U	1		
311	P.V disconnect switch	U	1		
312	Assorted Cables	LS	1		
<b>Sub Total 300</b>					
<b>400. ELEVATED PLASTIC STORAGE TANK MOUNTED ON A RC TOWER PLATFORM</b>					
401	Construction of 4m high RC TOWER and supply and installation of a plastic tanks (5000L), metallic ladder with protective device surrounding it, drainage and overflow provisions inclusive.	LS	1		
<b>Sub Total 400</b>					
<b>CONSTRUCTION CONCRETE TANK POND FOR FISH PRODUCTION IN BALIKUMBAT</b>					
<b>500 CONSTRUCTION OF CONCRETE TANK 6.5X3X2 OF 15CM THICK</b>					
501	Excavation of foundation	m3	6.6		
502	Lean concrete	m3	1.5		
503	Reinforced Concrete foundation dosed at 350kg/m3	m3	6.9		
504	Reinforced Concrete walls	m3	11.49		
505	Construction of a fence 10x8x2m with honey mesh and footing of GI 1 1/2" pipe embedded in mass concrete to protect the concrete ponds for fish production; Metallic door and lock, oil paint etc.	U	1		
<b>Sub Total 500</b>					
600	<b>SUPPLY OF FINGERLINGS</b>				
601	Supply of Clarias (Mud fish) transportation to BALIKUMBAT Council	Nº	1,000		