

REPUBLIC OF CAMEROON
Peace-work-fatherland
**MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT**

North West Region
Bui Division
MBIAME COUNCIL
P.O. Box 155 Kumbo, Mbven Sub Division
Tel:

info@mbiamecouncil.org
e-mail:mbiamecouncil@yahoo.com
website:mbiamecouncil.org



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie
**MINISTERE DE LA DECENTRALISATION
ET DU DEVELOPPEMENT LOCAL**

Region du Nord-Ouest
Department de Bui
COMMUNE DE MBIAME
P.O. Box 155 Kumbo, Arrondissement de Mbven
Tel:

info@mbiamecouncil.org
e-mail:mbiamecouncil@yahoo.com
siteweb:mbiamecouncil.org



MBIAME COUNCIL INTERNAL TENDERS BOARD

OPENED NATIONAL INVITATION TO TENDER TENDER FILE

TENDER FILE
N° 06 / ONIT/MINDDEVEL/BU/MC/MCITB/2025 OF 07/02/2025
FOR THE Reinforcement of Mbontsem -Lam water scheme in Mbven Sub
Division, North West Region <EMERGENCY PROCEDURE>

NAME OF PROJECT	AMOUNT OF PROJECT	AMOUNT OF BID BOND	COST OF TENDER FILE	DURATION IN MONTHS
FOR THE REINFORCEMENT OF MBONTSEM -LAM WATER SCHEME IN MBVEN SUB DIVISION, NORTH WEST REGION	14,000,000 CFA F	280 000 CFAF	20 000 CFA F	03

PROJECT OWNER: THE MAYOR OF MBIAME COUNCIL
FUNDING : (MINDDEVEL) PUBLIC INVESTMENT BUDGET - 2025
AUTHORIZATION N°: 59 29 200 01 641629 464211 822
IMPUTATION: _ JA03469

FINANCIAL YEAR 2025

Re 12-02-25

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Document N°. 1

TENDER NOTICE

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website:mbiamecouncil.org



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ET DU DÉVELOPPEMENT LOCAL

Région du Nord-Ouest
Département de Bui
COMMUNE DE MBIAME
P.O. Box 155 Kumbo, Arrondissement de Mbven
Tel:

info@mbiamecouncil.org
[e-mail:mbiamecouncil@yahoo.com](mailto:mbiamecouncil@yahoo.com)
siteweb:mbiamecouncil.org



TENDER NOTICE

OPENED NATIONAL INVITATION TO TENDER N° 06 / ONIT/MINDDEVEL/BU/MC/MCITB/2025 OF 07/02/2025 FOR THE Reinforcement of Mbontsem -Lam water scheme in Mbven Sub Division, North West Region <EMERGENCY PROCEDURE>

FINANCING: PUBLIC INVESTMENT BUDGET - 2025

1. **Subject of the Invitation to Tender:**

Within the framework of 2025 Public Investment Budget, the Lord Mayor of Mbiame Council, Bui Division Contracting Authority, hereby launches an Opened National Invitation to Tender for the **Reinforcement of Mbontsem - Lam water scheme in Mbven Sub Division, North West Region**

2. **Nature of work:**

Work to be done consists of:

- ✓ REHABILITATION of spring catchment
- ✓ Construction of 30m³ tank in in stone masonry
- ✓ Pipe line construction
- ✓ Pipeline excavation and backfilling.
- ✓ Plumbing accessories [G I and PVC]
- ✓ Water quality tests (physico-chemical and bacteriological)
- ✓ Supply of basic tools for maintenance
- ✓ Training of water management committee
- ✓ Production of sign post

3. **Execution deadline**

The maximum deadline provided by the Contracting Authority for the execution of the works forming the subject of this Invitation to Tender is **ninety (90) days**

4. **Estimated cost**

The estimated cost after preliminary studies is **14,000,000 FCFA (Fourteen million FCFA)**, for the Reinforcement of Mbontsem -Lam water scheme in Mbven Sub Division, North West Region

5. **Participation and origin**

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

6. **Financing**

Works which form the subject of this Invitation to Tender are to be financed by the 2025 Public Investment Budget of MINDDEVEL, Budget Head N°: **59 29 200 01 641629 464211 822**

Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of Finance and whose list is found in document N°. 12 of the Tender File, of an

amount of **280,000 francs CFA (TWO HUNDRED AND EIGHTY THOUSAND FCFA)** and valid for thirty (30) days beyond the date of validity of bids

7. Consultation of Tender File:

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

10. Acquisition of Tender File:

The file may be obtained from the MBIAME Council Contract Award Service as soon as it is published against payment of the non refundable sum of **20,000 CFA francs (TWENTY thousand Francs CFA)**, payable at a mbiame council Treasury, representing the cost of purchasing the Tender File.

11. Submission of bids:

Each offer drafted in English or French in 07 (seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Mbiame Council Contract Award Service not later than **28/02/2025 at 10:00 am** local time and should carry the inscription:



<< OPENED NATIONAL INVITATION TO TENDER

N° 06 / ONIT/MINDDEVEL/BU/MC/MCITB/2025 OF 07/02/2025

FOR THE Reinforcement of Mbontsem -Lam water scheme in Mbven Sub Division, North West Region >>.

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

12. Admissibility of bids

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

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

Any bid not in compliance with the prescriptions of the Tender File shall be rejected. This refers especially to the absence of a bid bond issued by a first-rate bank OR 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 **28/02/2025 at 11: 00AM** local time, in the conference hall of the Mbiame Council Contract Award Service, by the competent members. Only bidders may attend or be represented by duly mandated persons of their choice and having a good knowledge of their files.

14. Evaluation criteria

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

A. Eliminatory criteria

1. Absence or non-conformity of an element in the administrative file;
2. Deadline for delivery higher than prescribed;
3. False declaration or falsified documents;
4. Absence or insufficient bid bond;
5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. Incomplete financial file;
7. Change of quantity or unit;
8. Non respect of **75%** of essential criteria;
9. Non completion of any project in the previous years in the North West Region and suspended by ARMP in 2022

B. Essential criteria

- 1- General presentation of the Tender;
- 2- Financial capacity;
- 3- References of the company in similar achievements visa by the competent authority;
- 4- Quality of the personnel;

- 5- Technical organization of the works;
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation of site visit duly signed by honour of the bidder.
- 9- Special Technical Clauses initialed in all the pages;
- 10- Special Administrative Clauses completed and initialed in all the pages.

15. Award

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

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 Mbiame Council Contract Award Service
Mbiame on _____

The Lord Mayor of Mbiame Council

(The Contracting Authority)

Copies:

- ARMP BAMENDA
- DD MINEE/BUI
- DD MINMAP-BUI
- Chairperson of MCITB
- Notice Board
- File/archives



Banboye William Sewong

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AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 06/AONO/CIPM/CM/BU/RNO/2025 DU
07/02/2025 POUR alimentation en eau potable a Mbontsem -Lam DANS L'ARRONDISSEMENT DE
MBVEN, DÉPARTEMENT DE LA BUI, RÉGION DU NORD-OUEST. **<EMERGENCY PROCEDURE>**

FINANCEMENT : BUDGET D'INVESTISSEMENT PUBLIC 2025

1. Objet de l'Appel d'Offre

Dans le cadre de l'exercice budgétaire 2025, le maire de la commune de Mbiame, Autorité Contractante lance un Appel d'Offres National pour **alimentation en eau potable a Mbontsem -Lam, DANS L'ARRONDISSEMENT DE MBVEN, DÉPARTEMENT DE LA BUI, RÉGION DU NORD-OUEST** Consistance des travaux

Les travaux comprennent notamment :

- ✓ Construction des captages
- ✓ Rehabilitation de réservoir d'eau d'une capacité de 10m³ en moellons.
- ✓ Construction de réservoir d'eau d'une capacité de 40m³ en moellons.
- ✓ Canalisations et remblais de tuyauteries.
- ✓ Accessoires de plomberie de tuyaux galvanisés et en PVC
- ✓ tests de qualité d'eau (physico-chimique et bactériologique)
- ✓ Fourniture de boîte d'outillages de maintenance
- ✓ Formation de Comité de Gestion d'eau.
- ✓ Fourniture d'une plaque de chantier

2. Délais d'exécution

Le délai maximum prévu le Maître d'Ouvrage pour la réalisation des travaux objet du présent appel d'offres est de **cent vingt jours**.

3. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de **QUATORZE MILLION francs CFA (14,000,000 FCFA)**

4. Participation et origine

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

5. Financement

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Publics 2025 de **MINDDEVEL** sur les lignes d'imputation budgétaire N°: **59 29 200 01 641629 464211 822**

Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO,

d'un montant de **DEUX CENT QUATRE VINGT MILLE FCFA (280,000 FCFA)** et valable pendant trente (30) jours au-delà de la date originale de validité des offres.

6. Consultation du Dossier d'Appel d'Offres

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

7. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu aux heures ouvrables à la Commune de Mbiame Service de Passation des Marchés Publics dès Publication du présent avis, contre présentation d'une quittance de versement au Trésorier municipal de Mbiame de la somme non remboursable de **FCFA 20,000 (VINGT mille francs CFA)**.

8. Remise des offres

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, devra parvenir contre récépissé à la commune de Mbiame service de passation des marchés public au plus tard le **28/02/2025 à 10 h 00**, heure locale et devra porter la mention suivante:

<< AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 06 /AONO/CIPM/CM/BUI/RNO/2025 DU 07/02/2025 POUR alimentation en eau potable dans la Mbontsem -Lam ,DANS L'ARRONDISSEMENT DE MBVEN, DÉPARTEMENT DE LA BUI, RÉGION DU NORD-OUEST >>

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

9. Recevabilité des offres

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

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

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

10. Ouverture des plis

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu le **28/02/2025 à 11h00**, heure locale, dans la salle de conférence de la commune de Mbiame, siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

11. Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

A - Critères éliminatoires

Il s'agit notamment :

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



- 9- Non achèvement d'un projet pendant les années antérieures sur l'étendue du Territoire National et suspendu par le ARMP

B - Critères essentiels

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

- 1- Présentation générale de l'offre;
- 2- Capacité financière;
- 3- Références de l'entreprise dans les réalisations similaires;
- 4- Qualité du personnel;
- 5- Organisation technique des travaux;
- 6- Sécurité au chantier;
- 7- Moyens logistiques;
- 8- Attestation de visite du site signée par l'autorité de soumissionnaire.
- 9- Cahier des Clauses Techniques Particulières paraphé à chaque page ;
- 10- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page.

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

12. Attribution

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

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

13. Durée de validité des offres

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

14. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de Maire de Mbiame de la Bui

Fait à Mbiame, le _____

Le Maire de la Commune de Mbiame
(Autorité Contractante)

Copie :

- ARMP;
- DDMINEE/Bui
- DD MINMAP-Bui
- Maître d'Ouvrage
- Présidents CIPM ;
- Affichage.
- Chrono/archives



Sanboye William Sewong



Document N°. 2

GENERAL REGULATIONS OF THE

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GENERAL RULES OF THE INVITATION TO TENDER

A. General

Article 1: Scope of the tender

The Contracting Authority, the Lord Mayor of Mbiame Council hereby launches an Opened National Invitation to Tender
N° 06 / ONIT/MINDDEVEL/BU/MC/MCITB/2025 OF 07/02/2025

FOR THE Reinforcement of Mbontsem -Lam water scheme in Mbven Sub Division, North West Region.

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

1.3 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 opened, 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; 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 choices 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.

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

- 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.
- 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 Mbiame Council Internal Tender's 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 the recommendation 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 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.

28.3 A 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 reservation is 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 N°. 3

SPECIAL REGULATIONS OF THE

INVITATION TO TENDER

SPECIAL REGULATIONS OF THE INVITATION TO TENDER



References of the General regulations	General
1	Definition of works: Reinforcement of Mbontsem -Lam water scheme in Mbven Sub Division, North West Region Name and address of the Contracting Authority: The Lord Mayor of Mbiambe Council Reference of Invitation to Tender: N° 06 / ONIT/MINDDEVEL/BU/MC/MCITB/2025 OF 07/02/2025
2	Execution deadline: NINETY (90) days
3	Source of financing Works which form the subject of this Invitation to Tender shall be financed by the 2025 Public Investment Budget of the Ministry of MINDDEVEL N°: 59 29 200 01 641629 464211 822
4	List of pre-qualified candidates, not applicable
5	Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.

6.1 Evaluation criteria

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

C. Eliminatory criteria

1. Absence or non-conformity of a document in the administrative file;
2. Deadline for delivery higher than prescribed;
3. False declaration or falsified documents;
4. Absence or insufficient bid bond;
5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. Incomplete financial file;
7. Change of quantity or unit;
8. Non respect of 75% of essential criteria;
9. Bidders whose companies are in the list of those suspended by MINMAP

D. Essential criteria

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

The criteria relating to the qualification of candidates could be indicative on the following:
The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).
This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 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 renderer and the Project Owner will be written in French or English. The complementary documents and the printed papers form provided by the Bidder can be written in another language in condition of being accompanied by a precise translation in French or English; in which case and for purposes of interpretation of the offer, the translation will be taken.

PRESENTATION OF THE TENDER.

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

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

5.1 External envelope.

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



<< OPENED NATIONAL INVITATION TO TENDER

N° 06 / ONIT/MINDDEVEL/BU/MC/MCITB/2025 OF 07/02/2025

FOR THE Reinforcement of Mbontsem -Lam water scheme in Mbven Sub Division, North West Region
"To be opened only during the bid-opening session"

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

8.2 Internal envelopes

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

The first internal envelope shall be labeled;

<<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°	DERDMINMAPRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of Tender File issued by Mbiambe Municipal treasury
A.6	A bid bond of 280,000 CFA (TWO HUNDRED AND EIGHTY THOUSAND CFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.
A.9	A valid Certificate of imposition certified by the chief of center for taxation

A.10	Certified Copy of a valid taxpayers' card, delivered by the chief of center of Taxes
A.11	Plan and attestation of location of the Company signed by the Chief of Taxation

The absence of one of these documents will result to the elimination of the offer
The second Internal Envelope shall be labeled <<ENVELOPE B: TECHNICAL DOCUMENT>> and shall contain the following:



MARKING GRID				
N°	CRITERIA	CONFORMITY		OBSERVATIONS
		YES	NO	
GENERAL PRESENTATION OF THE BIDS				
1	Properly bind document spirally			
2	Table of content			
3	Page separators in colour apart from white			
4	Order prescribed respected			
5	Clearness of the documents			
6	Page numbering			
REFERENCES OF THE COMPANY				
7	Minimum two (02) registered contract (1st and last pages) certified by a competent authority of at least 40 million fcfa within the las five years			
8	Minimum two (02) PV of reception corresponding to the joint contracts certified by a competent authority			
PERMANENT OR MOBILIZABLE MATERIAL MEANS				
9	Certified Proof of a vibrator in good operating condition			
10	Certified Proof of a vehicle (Pick up 4 x 4 or van) (own or hire)			
11	Certified Proof of a, head pans, rubber buckets, spades, shovels, dig axes, hammers			
QUALIFICATION OF SITE PERSONNEL				
12	Organizational Chart of the company			
13	Organizational Chart of site with comments			
14	Works Director (Civil or Rural Engineer with at least 03 years of experience in similar works)			
15	Certified copy of the Diploma of Work Director signed by the competent authority			
16	CV signed and dated by the works Director			
17	Attestation of availability signed by owner			
19	Site foreman (at least Higher Technician in Civil or Rural Engineering with at least 03 years of experience in similar works)			
20	Certified copy of certificate of Foreman			
21	CV signed and dated by the site foreman			
22	Attestation of availability signed by the owner			
METHODOLOGY OF INTERVENTION AND EXECUTION OF THE WORKS				
23	Attestation of site Visit			
24	Site Visit report			
25	Methodology of work execution			

26	Planning of execution of works			
27	Description of safety measures at the construction site			
28	Description of socio - environmental measures for the protection of the site			
29	CCTP dully initialled on each page and signed and dated on the last page			
CAPACITY OF SELF-FINANCING				
30	Attestation of credibility Minimum 75% of the bid price in F CFA			



ENVELOPE C- FINANCIAL FILE

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

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

Supply price

ARTICLE 8: Currency of payment

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

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

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

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

ARTICLE 9: Transport and delivery

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

ARTICLE 10: Guarantee and retention guarantee

10.1 Provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed at **960,000 CFA (nine hundred and sixty thousand , two hundred CFA).**

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

10.2 Final Bond

The final Bond is fixed at ten 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.

ARTICLE 11: Period of validity 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

N° 06 / ONIT/MINDDEVEL/BU/MC/MCITB/2025 OF 07/02/2025

>>. TO BE OPENEDED ONLY DURING THE OPENING SESSION

ARTICLE 13: Date and latest time of deposit of offers
The offers will have to arrive under closed fold and seal latest **28/02/2025** at 10:00AM, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

ARTICLE 14: Opening of the tenders

AWARD OF THE CONTRACT

ARTICLE 15: Award of the Contract
The Mbiame Council Internal Tender's 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 of the Tender File, having satisfied to **100% of all the eliminatory criteria and at least 75% of the essential criteria** taken into account.

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.

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.

E 16: COMMENCEMENT OF WORK:

Before the commencement of work, the Contractor must be installed on the site by the following:
_____, _____(Chief of General Affairs Mbiame council),,,,,,(Chairman)

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Document N°. 4

SPECIAL ADMINISTRATIVE CONDITIONS
(SAC)

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CHAPTER I: GENERAL

Article 1: Subject of Contract

The subject of this Contract is the Reinforcement of Mbontsem -Lam water scheme in Mbven Sub Division, North West Region

Article 2: Contract award procedure

This Contract is awarded by Open National Invitation to Tender N° 06 / ONIT/MINDDEVEL/BU/MC/MCITB/2025 OF 07/02/2025

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

3.1 General definitions (cf. Code)

- ✓ The Contracting Authority shall be the lord mayor for MBIAME COUNCIL in this respect; he preserves the original documents relating to the Jobbing Order and transmits copies to the Public Contract Regulatory Agency.
- ✓ The Project manager is the Secretary General of Mbiame Council; in this capacity he/she shall respect the administrative, technical and financial clauses of this Jobbing Order.
- ✓ The Contract Engineer is the Divisional Delegate of Water Resources and Energy for Bui Division who shall validate the different crucial phases of work done, from the installation of the Contractor to the Provisional Technical Reception
- ✓ The Follow-up Engineer is the Divisional Chief of Service for Water and Sanitation MINEE Bui.
- ✓ **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 clearance and expenditure Finance Controller Bui
- The authority in charge of ordering payment is the Mayor of Mbiame Council (Authorizing Officer).
- The body or official in charge of payment shall be **the Mbiame Council Treasury.**
- The official competent to furnish information within the context of execution of this Contract shall be **the DD MINEE Bui and the Mayor of Mbiame Council**

3.3 Duties of the Control Mission, Project Manager

3.3.1 Missions [not applicable].

3.3.2 Means put at the disposal of the Control Mission [not applicable].

Article 4: Language, applicable law and regulation

1.1 The language to be used shall be *[English and/or French]*.

1.2 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;
- 7) The General Administrative Conditions applicable on Public works Contracts that went into effect by Order No. 8) The General Technical Condition(s) applicable on the services forming the subject of the Contract.



Article 6: General instruments in force

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

1. Framework Law No. 96/12 of 5th August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree No. 2001/048 of 23rd February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
5. Decree No. 2003/651/PM of 16th April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
6. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code;
7. Decree No. 2012/074 of 8th March 2012 relating to the Creation, Organisation and Functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
8. Decree No. 2012/075 of 8th March 2012 to organise the Ministry in charge of Public Contracts;
9. Circular No. 001/CAB/PR of 19th 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. Law N^o. 2024/013 of December 2024 relating to the Finance laws, of the Republic of Cameroon for the 2025 financial year.
12. Other instruments specific to the domain concerned with the Contract.

Article 7: Communication (Articles 6 and 10 supplemented)

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

- 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 Project Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the province 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, Project 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 Engineer and Project Manager, where applicable

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

Article 8: Administrative Orders (Article 8 of GAC)

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

- 8.1 The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the Contractor by the Project Owner with a copy to the Contracting Authority, Contract Engineer, the Paying Body and the Project Manager, where applicable.
- 8.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Engineer, the Project Manager and the Paying Body. The

- prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Project Manager and notified to the Contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority.
- 8.4 Administrative Orders serving as warnings shall be signed by the Contracting Authority and notified to the Contractor by the Contract Engineer with a copy to the Project Owner and 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 and notified by the Contract Engineer to the Contractor with a copy to the Project Owner, Contract Manager 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 Manager upon the proposal of the Contract Engineer and notified to the Contractor by the Contract Engineer.
- 8.7 The Contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.8 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Project Manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.**

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

- 9.1 *[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 Project 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 5 % of the amount of the Contract, inclusive of all taxes.

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

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

11.2 Performance bond

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

The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the **Contracting Authority** upon request by the Contractor.

11.3 Guarantee of start-off advance

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

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

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

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

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

12.1 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.

12.2 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)

The work done shall be evaluated using the unit 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 (80) percent of the amount of the Contract.
- 20.4 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the Contractor.
- 20.5 The possibility of granting start-off advance or advance for supplies must be expressly stipulated in the Tender File.

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

21.1 Establishment of works executed

Before the 30th of each month, the Contractor and the 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 (5th) of the month following the month of the services, the Contractor shall hand over to the Project Manager two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the Contract since the start of the Contract.

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

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

- [100-1.1 and/or - (7.5 or 15%)] paid directly into the account of the Contractor;
- 2.2 Or 5.5 % paid to the Public treasury as AIR due by the Contractor.
- 7.5% or 15% paid into the Public treasury as TSR due by the Contractor.

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

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

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

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

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

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

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

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

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

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

A. Penalties for delay

23.1 The amount set for penalties for delays shall be set as follows:

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

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

B. Specific penalties [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)

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

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

- 25.1 After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional acceptance, the Contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the Contractor may be entitled as a result of the execution of the whole Contract.
- 25.2 The Contract Engineer has up to thirty (30) days to notify the corrected and approved draft to the Project owner.
- 25.3 The Contractor has up to thirty (30) days to return the corrected and approved final detailed account to the competent accounting officer.

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

- 26.1 The Contract Manager 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 Authorising Officer draws up the general and final detailed accounts of the Contract which he 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 mean VAT included.

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

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

Chapter III: Execution of works

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

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

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

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

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

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

31.1 The time-limit for the execution of the works forming the subject of this Contract shall be **one hundred and twenty (120) 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: Roles and responsibilities of the Contractor (article 40 of the CAG)

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

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

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

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

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

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

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

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

a) Within a 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 and the water supply network pegging map at scale 1/2500.

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

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

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

The Contractor has eight (8) days to present a new draft. The Contract Manager 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 engineer. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important modifications alter the objective of the Contract or the nature of the works, the Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

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

d) The approval granted by the Contract Engineer shall in no way diminish the responsibility of the Contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the Contract.

35.2 Execution draft

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



b) The Contract Engineer has a deadline of five (05) days to examine and make known his observations. The Contractor then has a deadline of (04) four days to present a new file including the said observations. These documents shall be deemed to have been approved.

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

- 36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work. It must have the following characteristics: Height = 2.80m, width=1.20m, board thickness=2.5cm at 1.20m above the ground level. The Contract Engineer shall put the Contractors' disposal the text to be used.
- 36.2 The services to inform in case of interruption of traffic or along the deviated itinerary: [To be specified in accordance with article 50(2) of the GAC].
- 36.3 Indicate the special measures demanded of the Contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

Article 37: Implantation of structures

The Project 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)

The part of the works to be sub-Contracted shall be 30 % of the initial amount of the Contract and its additional clauses.

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

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

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

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

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

Chapter IV : Acceptance

Article 42 : PROVISIONAL ACCEPTANCE

42.1 PRE- ACCEPTANCE OPERATIONS

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

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

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

-Contract Engineer,
-Contractor.

During this pre-acceptance the contract Engineer shall eventually specify the reserves to be lifted and the corresponding works to be effected before the acceptance. The contract Engineer shall fix the acceptance date in collaboration with the Contracting Authority

42.2 Acceptance

The acceptance commission shall comprise:

- 1- Contracting Authority or his representative(Chief of General Affairs Mbiame Council)...(Chairman)
- 2-The DDMINMAP or his representative.....(Observer)
- 3-DD MINDDEVEL Bui.....(Member)
- 4-The Contract Engineer.....(Secretary)
- 5-The project manager.....(member)
- 6-The Contractor or his representative.....(Member)

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

ARTICLE 43: DOCUMENTS TO BE FURNISHED AFTER EXECUTION

43.1 The contractor shall furnish within one (1) month after completion of the works three (3) copies of all working documents and drawings as executed, especially those relevant to the exploitation and maintenance of the works.

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

Article 44: GUARANTEE PERIOD.

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

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

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

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

Chapter V: Sundry provisions

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

The Contract may be terminated as provided for in article 182 of Decree No. 2018/366 of 20th 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 Administration Order or unjustified stoppage of more than seven (7) calendar days;
- Delay in work resulting in penalties of more than 10 % of the amount of the works;
- Refusal to repeat poorly executed works;
- Default by the Contractor;
- Persistent non-payment for services.

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

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

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

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

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

Where no amicable solution can be found for a disagreement, it is brought before the competent court in the North-West Region of the Republic of Cameroon.

Article 49: Production and dissemination of this Contract

Seven (07) copies of this Contract shall be produced at the cost of the Contractor and furnished to the Contract Manager. / contracting authority

Article 50 and last: Entry into force of the Contract

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





Document N°. 5
SPECIAL TECHNICAL CONDITIONS
(STC)

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INTRODUCTION

The technical specifications presented herein below define the works that shall be executed during the Reinforcement of Mbontsem -Lam water scheme in Mbven Sub Division, North West Region and the manner in which these works shall be carried out. So the Contractor is expected to read these specifications critically and identify all the articles that are applicable to his job.

CHAPTER I: GENERAL INFORMATION

Article 1: Volume of Work to be executed.

In each case, the volume of work to be executed is indicated in the bill of quantities and cost estimates, network maps and/or plans that are provided. The various works to be executed shall conform to the relevant terms of the technical specifications given herein below.

Article 2: General instructions

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

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

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

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

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

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

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

Subject to any approved modifications indicated in the project log book by the Control Engineer.

The Contractor shall take note of any omission or discrepancies that may exist in the three documents mentioned in the preceding paragraph, which omission or discrepancies could fundamentally affect the technical or aesthetic quality of the works executed to his detriment, and call the attention of the Supervisory Engineers who shall remain at his disposal of the Contractor for necessary information and inquiries through the duration of the project.



In this regard, the Contractor shall not absolve himself of the responsibility for poor quality work by citing imprecision, omissions or discrepancies in the technical specifications or modifications thereof indicated in the project log book by the Control Engineer.
Any works effected without regard for the foregoing instructions or provisions shall be demolished at the expense of the Contractor



CHAPTER II - WORKS TO BE DONE BY THE CONTRACTOR

Article 3: Role of the Contractor

The Contractor who shall be chosen after this call for tender, shall be responsible to execute all the works outlined here. These include all the phases from the spring catchment construction and rehabilitation, storage tank valve chamber, standpipe through to the distribution network and measures for the project sustainability.

Article 4 : Work plan

The Contractor shall execute the work within a deadline of six (06) months as from the date of notification of the service order to start work.

Article 5 : Guarantee of works

The Contractor shall take an engagement to construct the Potable Water Supply Scheme with the materials proposed and to respect all the technical norms in force.

In case of an accident leading to the abandonment of any of the working site, the Contractor is not compelled to another site. The Contractor shall not be entitled to any remuneration for the abandoned structure site.

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

CHAPTER II: ORIGIN AND QUALITY OF GEOMATERIALS AND CEMENT

Article 6 : The Conformity Visit.

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

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

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

Article 7: Quality and quantity of Geo-materials

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

Article 8: Origin and quality of sand

The nature and origin of sand remain subject to the approval of the Control Engineer. Sand shall be obtained only from the rivers. The sand shall be of high quality. It shall be crunchy, stable, clean and shall be free of dust particles, schistose, gypseous or clayey debris and organic matter. It shall contain neither sulphur compounds nor substances that can react with cement or metallic reinforcements. The sand component shall be more than 80% and the very fine constituents, with a dimension not exceeding eighty (80) microns that can be eliminated by settling, should be less than four percent (4%). No grain of sand should have a dimension greater than four (4) millimeters. If deemed necessary by the Control Engineer, the sand shall be sieved and washed thoroughly before use.

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

Article 9: Origin and quality of gravel.

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

Article 10: Origin and quality of Stone.

Stones shall be obtained from black stone quarries chosen by the Contractor and approved by the Control Engineer. No stone shall have a dimension less than twenty (20) centimeters. These black stones known commonly as Basalts stones are highly recommended nothing more out of this.

Article 11: Origin and quality of Cement.

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

CHAPTER III: CONCRETE WORKS

Article 12: Preparation of concrete.

Concrete works shall be of three (3) kinds:

- i) Mass concrete for foundations works; it shall be a mixture of 250kg of cement per m³ of sand and of appropriate thickness.
- ii) Re-enforced concrete for standpipe, columns, slab covers for valve chambers and standpipe valve chamber and chamber on soak-away pipe; it shall be a mixture of 350kg of cement per m³ of sand and shall be of appropriate thickness.

CHAPTER IV: METHOD OF EXECUTION

Article 13: General Information.

13.1 Security at Worksite.

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

13.2. Organization at Worksite.

The success of this project largely depends on the perfect coordination of the different activities by the Contractor (the Supply and the installation of the piping, the stand taps respecting the appropriate hydraulic technics, the appropriate gradient profil design, the construction of the superstructures with good drainage systems, project sustainability). This coordination requires the strict respect of the execution plan of the Water Supply Scheme which contains the outlined execution plans of the different activities.

The Enterprise shall place its Technical Director who shall be responsible to the Administration and on the worksite, the work execution shall be supervised by a Foreman who is well qualified and experienced in the domain of Potable Water Supply Scheme by the Gravity Method, and project sustainability. The execution plan should be conceived in such a way that the different phases will be done without any break.

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

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



13.3. Working Time

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

Article 14 : Traffic

The Contractor shall be responsible for ensuring that traffic is not obstructed on the entire stretch of his work site throughout the duration of the work, right up till provisional reception. No obstruction of traffic shall be allowed for more than two hours. Maintenance of traffic flow shall be the responsibility of the Contractor. In case of any breach of contract in this matter, the Control Engineer may bring in a third party to correct any shortcomings that may be impeding the traffic flow, and related expenses shall be borne by the Contractor. Where interference of the traffic flow for a given period is inevitable, the Control Engineer shall be informed of the situation at least 7 days in advance, so that he can seek the opinion of local Administrative authorities and get everything arranged beforehand.

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

Article 15: Stone Masonry

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

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

Article 16: Pointing and Plastering

16.1 Pointing

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

16.2 Plastering

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

Article 17: Plumbing Works

By plumbing works include:

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

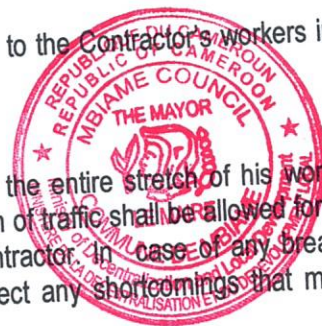
17.1 Resistance to corrosion

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

17.2 Pipe Specifications

Pipes should meet the physical characteristics presented in table1 below:

Table 1: Physical Characteristics of pipes



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

Tolerances

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

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

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

17.3. Control tests for Pipes

i) Length

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

ii) External Diameter

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

iii) Thickness

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

Table II: Thickness Verification

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

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

iv) Socket length

Table IV: Specifications for Fittings

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

Description of Good One.
NIPPLE 2"
NIPPLE 2 1/2"
PVC ELBOW 63
PVC RED SOCKET 40-32
PVC RED SOCKET 50-40
PVC RED SOCKET 63-50
PVC RED SOCKET 75-50
PVC RED SOCKET 75-63
PVC TEE 32
PVC TEE 40
PVC TEE 50
PVC TEE 63
PVC TEE 75
PVC VALVE 32
PVC VALVE 40
PVC VALVE 50
PVC VALVE 63
PVC VALVE 75
REDUCER G.I. 1"-3/4"
PVC RED SOCKET 75-63
SADLE PIECE 32-1"
SADLE PIECE 40-1
SADLE PIECE 50
SADLE PIECE 50-1"
SADLE PIECE 63
SADLE PIECE 63-1"
SADLE PIECE 75-1"
TAP 0 3/4"
UNION 0 3/4"
UNION 1"
UNION 1 1/4"
UNION 1 1/2"
UNION 2 "
UNION 2 1/2"
NON RETURN VALVE 2"
GEBAJoint
GLUE 1 kg
HERM (ROLL)
SAND PAPER (ml)



Article 18: Piping

18.1 Description

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

18.2 Care/Laying of Pipes

The soil in the bottom of the trench shall be lightly scarified before laying the pipes or other hydraulic elements. During transport, storage, and assembling of piping element care shall be taken to avoid soil and other contamination from entering the system.

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

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

Only skilled plumbers shall be employed on any plumbing work.

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

18.3 Method of determining quantity of G.I and PVC Piping laid.

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



CHAPTER V: CONSTRUCTION METHODS

Article 190: Setting out of Works.

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

Article 20: Excavation of Trenches.

Pipe trenches shall be excavated to a depth of at least 70cm and at most 100cm and width of 40cm. The bottom of each trench shall be free of any stones or other materials which could damage the pipes.

Article 21: Backfill

The Contractor shall be responsible for all backfill operations. However, such operations shall only be carried out after the dimensions and depth of the trenches have been approved by the Control Engineer. After the pipes have been laid in the trenches by qualified plumbers, and the successful hydraulic tests conducted, they shall be carefully covered with soil and rammed in, in soil layers of 20cm thick. The backfilling of pipes crossing motor able roads shall be done in conformity with laid down norms. The compaction requirement for backfill shall be at least 90% of the dry modified optimum proctor density.

Article 22: Maintenance of Excavation

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

CHAPTER VI: WORK EVALUATION METHOD

Article 23: Control of the Works.

The supervision and control of the works shall be done by Follow-up Engineers under the coordination of the Contract Engineer.

Article 24: Worksite logbook.

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

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

In this book shall be recorded the following informations:

- Name of worksite (name of village),
- Serial number of Potable Water Supply Scheme in the Council,

- Dates and time of commencement of work at the valve chamber, standpipe and washhand facility.
- Length of piping (transportation) system and diameter of pipes,
- Length of distribution network and diameter of pipes,
- Number of stand taps (and their altitudes),
- Nature of rock formations cut through "driller's cross-section",
- In short, all the technical details, incidents, breakdowns, difficulties specific to the evolution of the project, indicating the time these occurred.

The book shall be signed by the Representatives of the Administration and that of the Contractor, and shall serve as the basis for the establishment of vouchers. Remarks and reserves made by the Contractor and/or the Administration shall be recorded in this book.

Article 25: Control and Supervision

The control of works shall be carried out by a Contract and Follow-up Engineers and shall be based on the following items:

- Definition of the work plan and its execution calendar in agreement with the Contractor.
- Choice of the configuration of the network and superstructures (construction of valve chamber, standpipe etc.) depending on the landscape (topography).

Article 26: Calculation of the overall level of Realization.

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

Article 27: Provisional Reception

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

This reception shall be later followed by a technical reception which shall take place in the worksite after the installation of the stand taps and after observing the whole disinfected system functioning, with water flowing from these taps. The decision taken during this reception does not liberate the Contractor from his engagements with respect to the deadline as well as the technical specifications.

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

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

Article 28: Conditions for the Final reception

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





Document N°. 6

SCHEDULE OF UNIT PRICES

UNIT PRICE SCHEDULE

UNIT PRICE SCHEDULE FOR THE REINFORCEMENT OF MBONTSEM AND LAM PORTABLE WATER SCHEMES IN MBIAME MUNICIPALITY, MBVEM SUB DIVISION, BUI DIVISION OF THE NORTH WEST REGION

ITEM	DESCRIPTION OF WORKS	UNIT	Q'TY	UNIT PRICE IN FIGURES	U.P IN WORDS
100	SITE INSTALLATION				
101	site installation and mobilisation of personnel	ls	1		
	site clearance and pegging of pipeline	ls	1		
	Sub -Total 100				
200	STRUCTURES				
201	rehabilitation of catchment	No	1		
203	construction of stone masonry storage tanks 30m3 with an internal control chamber with a metallic complete door	No	1		
	Sub-Total 200				
300	EARTH AND PIPE WORKS				
301	excavation of pipe line 20x80cm	ml	1000		
302	supplying and laying of HDPE Ø50 NP6 (panaflex)	ml	1000		
303	fitting and accessories	ls	1		
	Sub-Total 300				
400	ENVIRONMENTAL MITIGATIONS				
401	back filling of pipeline	ml	1000		
	Sub-Total 400				
	TOTAL EXCLUDING TAXES				
	T.V.A = 19.25%				
	AIR 2.2%				
	TOTAL INCLUDING TAXES				
	NET PAYMENTS				





Document N°. 7

BILL OF QUANTITIES AND ESTIMATES

**BILL OF QUANTITIES AND COST AND ESTIMATE FOR THE REINFORCEMENT OF
MBONTSEM AND LAM PORTABLE WATER SCHEMES IN MBIAME MUNICIPALITY, MBVEM
SUB DIVISION, BUI DIVISION OF THE NORTH WEST REGION**

ITEM	DESCRIPTION OF WORKS	UNIT	Q'TY	UNIT PRICE	AMOUNT
100	SITE INSTALLATION				
101	site installation and mobilisation of personnel	ls	1		
	site clearance and pegging of pipeline	ls	1		
	Sub -Total 100				
200	STRUCTURES				
201	rehabilitation of catchment	No	1		
203	construction of stone masonry storage tanks 30m3 with an internal control chamber with a metallic complete door	No	1		
	Sub-Total 200				
300	EARTH AND PIPE WORKS				
301	excavation of pipe line 20x80cm	ml	1000		
302	supplying and laying of HDPE Ø50 NP6 (panaflex)	ml	1000		
303	fitting and accessories	ls	1		
	Sub-Total 300				
400	ENVIRONMENTAL MITIGATIONS				
401	back filling of pipeline	ml	1000		
	Sub-Total 400				
	TOTAL EXCLUDING TAXES				
	T.V.A = 19.25%				
	AIR 2.2%				
	TOTAL INCLUDING TAXES				
	NET PAYMENTS				



CLOSED THE PRESENT BILL AT (TTC):