FC 1877 2027 SATA FARONG C. COBRANT

REPUBLIQUE DU CAMEROUN Paix – Travail – Patrie

MINISTÈRE DE DÉCENTRALISATION ET DU DÉVELOPPEMENT LOCAL

**REGION DU NORD-OUEST** 

DEPARTEMENT DE BOYO

COMMUNE DE FUNDONG

COMMISSION INTERNE DE PASSATION DES MARCHES



REPUBLIC OF CAMEROON Peace – Work – Fatherland

MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

NORTH-WEST REGION

**BOYO DIVISION** 

**FUNDONG COUNCIL** 

FUNDONG COUNCIL INTERNAL TENDERS BOARD

FUNDONG COUNCIL INTERNAL TENDERS BOARD

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OPEN NATIONAL INVITATION TO TENDER

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N°

1. ONIT/MINDDEVEL/FC/FCITB/2025 OF 13 / 02 /2025 FOR THE CONSTRUCTION OF BOREHOLE EQUIPPED WITH MANUAL PUMP AT FUNDONG CENTER IN FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION.

Expenditure authorization N°: JA05509

#### **IMPUTATION No:**

S/N	Subject		FINANCING	PROJECT AMOUNT	Bid Bond	TENDER FEE
Lot 3	CONSTRUCTION OF EQUIPPED WITH MANUAL FUNDONG CENTER	BOREHOLE PUMP AT	BIP MINEE 2025	10.000.000 F.CFA	200.000 F.CFA	20.000 FCFA

DURATION: 90 CALENDAR DAYS (3 MONTHS)

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REPUBLIQUE DU CAMEROUN Paix – Travail – Patrie

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#### **Tender Notice**

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N°

ONIT/MINDDEVEL/FC/FCITB/2025 OF 13 /02 /2025 FOR THE CONSTRUCTION OF BOREHOLE EQUIPPED WITH MANUAL PUMP AT FUNDONG CENTER IN FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION.

- 1) SUBJECT OF THE INVITATION TO TENDER: Within the framework of the execution of the 2025 state budget, the State of Cameroon represented by the Mayor of Fundong Council hereby launches an Open National Invitation to Tender for the CONSTRUCTION OF BOREHOLE EQUIPPED WITH MANUAL PUMP AT FUNDONG CENTER IN FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION.
- 2) NATURE OF SERVICE: The different tasks to be executed for this project shall comprise the following:
  - Site installation
  - Drilling works
  - Design, cleaning, development and pumping test
  - Superstructure and manual pump installation
  - Training on maintenance operation
  - Autres prestations
- 3) EXECUTION DEADLINE: The maximum deadline for the execution provided for by the Contracting Authority shall be Three months (90 calendar days) for all the lots with effect from date of notification of the Administrative Order to start works.
  - 4) Lots: The works are as follows;
    - CONSTRUCTION OF BOREHOLE EQUIPPED WITH MANUAL BUMP AT FUNDONG CENTER

NB: A bidder cannot tender for all the lots.

5) Estimated cost: The estimated cost after preliminary studies are as follows:

LOT	Subject	Amount for the Project	Expenditure authorization N°	IMPUTATION
1	CONSTRUCTION OF BOREHOLE EQUIPPED WITH MANUAL PUMP AT FUNDONG CENTER	10.000.000 F.CFA	JA05509	=

- 6) Participation and origin: Participation in this invitation to tender is opened to competent Cameroonian enterprises that are in compliance with the fiscal laws and who are not currently excluded from public procurement.
- 7. FINANCING: The said works shall all be financed by the Public Investment Budget under the Ministry of Water and Energy Resources.

8. BID BONDS: Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry of Finance - the list of which is found in document No. 12 of the Tender File, whose amount is **Twenty thousand francs (20.000) FCFA and** shall be valid for thirty (30) days beyond the deadline of validity of bids.

LOT	Subject	Locality	Bid Bond	Tender fee
1	CONSTRUCTION OF BOREHOLE EQUIPPED	Fundong center	200.000	20.000
	WITH MANUAL PUMP AT FUNDONG CENTER		F.CFA	FCFA

- CONSULTATION OF TENDER FILE: The Tender documents may be consulted and obtained immediately after
  publication of this invitation to tender from the Contracts Management Unit (SIGAMP) (room 11) of the Fundong
  council during working hours.
- 10. ACQUISITION OF TENDER FILE: The Tender file shall be obtained from the Fundong Council Chamber as soon as this notice is published against payment of a non-refundable sum of 20.000frs payable at the Fundong Council Treasury room 18. Such receipt shall identify the payer as representing the company that wants to participate in the tender.
- 11. SUBMISSION OF BIDS: Each bid written in English or French shall be signed by the bidder or by a duly authorized representative and presented in Seven (07) copies, that is one (01) original and six (06) copies labelled as such. These shall be submitted in one external envelope sealed, containing three (3) internal envelopes, that is,
  - Envelope A: Administrative Documents,
  - Envelope B: Technical file
  - Envelope C: Financial file.

The sealed external envelope shall bear no information about the company and shall reach the Fundong Council secretariat not later than the 13 /03 /2025 at 10:00 am local time and note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic. The sealed pack shall bear the following inscriptions

- OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N°

ONIT/MINDDEVEL/FC/FCITB/2025 OF 13 / OQ /2025 FOR THE CONSTRUCTION OF BOREHOLE EQUIPPED WITH MANUAL PUMP AT FUNDONG CENTER IN FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION.

(To be opened only during the bids opening session)

- 12) ADMISSIBILITY OF BIDS: At the risk of being rejected, only originals or certified true copies by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) must imperatively be produced in accordance with the Special Regulations of this Invitation to Tender. They must not be more than three (3) months old as at the date of submission of bids or must not be established before the signature of the tender notice. Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible. This refers especially to the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance and valid for a period of thirty days shall be rejected.
- 13) OPENING OF BIDS: The bids shall be opened in a single phase, in the Fundong Council Hall, on 12025 at 11:00am. Only bidders or their authorized representatives, having a perfect knowledge of the file may attend the bids opening session. Any bid which shall not comply with the requirements of the Tender File shall be rejected.

#### 14) Evaluation criteria

The bids shall be evaluated in three (03) steps:

- > 1st Step: Verification of the conformity of the administrative file;
- > 2<sup>nd</sup> step: Evaluation of the technical file;
- 3rd Step: Analyses of the financial file.

The criteria of evaluation are the following:

#### 14.1- Eliminatory criteria

#### 14.11- Administrative documents

- Absent of Bid bond
- Any Administrative document not in conformity with the prescriptions of this tender file shall results in elimination if the situation is not regularized within forty-Eight Hours. This rule shall not be applied to the Bid Bond

- Any bids not in conformity with the prescriptions of this tender shall be inadmissible
- False declaration or falsified documents.

#### 14.2- Technical File

- Complete documents or scanned documents;
- False declaration, forged or scanned documents;
- Technical assessment mark lower than 75% of "YES".

#### 14.3- Financial Offer

- Incomplete financial Offer;
- Non-compliant documents;
- Omission of quantified unit price in the financial offer;
- Absence of breakdown of prices;

### 14.4 Essential criteria:

The technical offer of the bidder shall be assessed along the following lines

IIIIICai	offer of the bluder strain be assessed their	MARKS
10	CRITERIA	Yes/No
1	General presentation	Yes/No
2.	Quality of the personnel	Yes/No
3.	Execution Methodology	Yes/No
4	Equipment	Yes/No
5	Pre-financing capacity	Yes/No
6.	References of the bidder	Yes/No
7		Yes/No
8	Attestation and report of site visit  Non-existence in the technical file of the rubric "organization, methodology and planning  Special Technical Clauses initialled in all the pages and signed, stamped and dated on the last	Yes/No
9	page; Special Administrative Clauses completed and initialled on all the pages and signed, stamped	Yes/No
10	Special Administrative Clauses completed and middled on the last page	The state of the s

The contract shall be awarded to the bidder who would have obtained a minimum technical score of 75% in the essential 15) Award: criteria and 100% in the eliminatory criteria, taken in consideration and who would have proposed a bid with the lowest amount, in conformity with the regulations of the tender documents. (See article 33 of the Public Contracts Code).

- 16) DURATION OF TENDER VALIDITY: Bidders shall remain committed to their offers for a period of ninety (90) days from the last date of the submission of tenders, that is, the tenders shall be valid for 90 (ninety) days with effect from their submission deadline.
- 17) COMPLEMENTARY INFORMATION: Complementary information which could be technical in nature can be obtained from the Fundong Council Tel.: Phone: (237) 677755510 Email: fundongcouncil2014@gmail.com Website: www.fundongcouncil.org

18) AMENDMENT TO THE INVITATION TO TENDER: The Contracting Authority reserves the right, if need be, to subsequently amend this invitation to tender in conformity with the Public Contracts Code.

- ARMP/B'DA
- CHAIRPERSON OF DTB/BOYO;
- DD/MINMAP BOYO
- DD MINEE BOYO
- NOTICE BOARDS

FILE/CHRONO

THE MAYOR OF FUNDONG COUNCIL (Contracting Authority)

enis Aw<mark>oh Nd</mark>ar

REPUBLIQUE DU CAMEROUN Paix - Travail - Patrie

MINISTÈRE DE DÉCENTRALISATION ET DU DÉVELOPPEMENT LOCAL

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#### AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT PAR LE PROCEDURE D'URGENCE NO.

ONIT/MINDDEVEL/FC/FCITB /2025, DU 13 / 02 /2025 POUR LA CONSTRUCTION D'UN FORAGE EQUIPE
D'UNE POMPE MANUELLE AU CENTRE DE FUNDONG DANS L'ARRONDISSEMENT DE FUNDONG, DEPARTEMENT DU BOYO.

1.OBJET DE L'APPEL D'OFFRES : Dans le cadre de l'exécution du Budget d'Investissement Public 2025, l'Etat de Cameroun représenté par, le maire de Fundong lance un Appel d'Offres national ouvert pour CONSTRUCTION D'UN FORAGE EQUIPE D'UNE POMPE MANUELLE AU CENTRE DE FUNDONG DANS L'ARRONDISSEMENT DE FUNDONG, DEPARTEMENT DU BOYO.

- 2.Consistance des travaux : Les travaux comprennent notamment :
  - Travails préliminaires
  - Traveux de construction
  - Borne fontaine equipee d'un puisard
  - 4. Reseau de tuyauterie
  - Mitigation environnementale
  - Durabilite du projet
- 3) **DELAI D'EXECUTION**: Le délai prévu pour l'achèvement des travaux du présent appel d'offre est de continus (3 mois) à partir du jour de la notification de l'ordre de service

**4.Allotissement**: Les travaux sont en quatre (04) lots ci-après définis les travaux d'entretien pour LA **CONSTRUCTION D'UN FORAGE EQUIPE D'UNE POMPE MANUELLE AU CENTRE DE FUNDONG** DANS L'ARRONDISSEMENT DE FUNDONG, DEPARTEMENT DU BOYO.

5. Prévisionnel : Le coût prévisionnel de l'opération à l'issue des études préalables est de ;

Lot	Sujet	Coût prévisionnel	N° de l'autorisation de dépense	IMPUTATION
	TOTAL TOTAL TO THE DILINE			
1	CONSTRUCTION D'UN FORAGE EQUIPE D'UNE POMPE MANUELLE AU CENTRE DE FUNDONG	F.CFA	JA05509	

- 6. Participation et origine : La participation à cette consultation est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné et ayant réalisées des opérations similaires.
- 7. FINANCEMENT: Les travaux, objet du présent appel d'offres sont financés par le Budget d'Investissement Public de la République du Cameroun, Budget MINEE au titre de l'exercice 2025 assigné au Maire de Fundong sur la ligne d'imputation budgétaire. Bon à savoir, cette publication est faite sous réserve de la disponibilité de l'imputation budgétaire du financement du projet.

  8). Cautionnement Provisoire: Chaque soumissionnaire doit pour chaque lot inclure dans ses documents administratifs, une garantie de soumission qui respecte le model prescrites dans le DAO établi par un établissement bancaire agrée par le Ministère en charge des Finances d'un montant égal à 200,000 (Deux Cent Milles). Les cautionnements provisoires seront libérés au plus tard trente (90) jours privaire le délai de validité des offres pour les soumissionnaires n'ayant pas été retenus. Pour le soumissionnaire attributaire du marché, le cautionnement provisoire sera libéré après constitution du cautionnement définitif. Pour éviter les rejets, tous les documents doivent être les originaux ou des copies certifiées conformes issus des autorités administratives compétentes (Préfet, Sous-Préfet ou Services Emetteur) pour une durée n'excédant pas trois mois et présentes selon les règlements spéciaux de cet appel d'offre. Les copies Certifiées qui seront certifiées pour la deuxième fois ou des copies falsifiées ne seront pas acceptées. Les chapitres seront séparés par format en couleur. Les offres qui ne seront pas en conformité avec les prescriptions de cet appel d'offre seront déclarés inadmissibles.

Lot	Objet	Localité	Caution	Cout de DAO
1	CONSTRUCTION D'UN FORAGE EQUIPE D'UNE	FUNDANA ATUTA	bancaire	
	POMPE MANUELLE AU CENTRE DE FUNDONG	FUNDONG CENTER	200.000	20.000

9.CONSULTATION DU DOSSIER D'APPEL D'OFFRES : Le dossier de consultation peut être consulté aux heures ouvrables à la bureau de SIGAMP (11) de Fundong, dès publication du présent avis.

- 10. ACQUISITION DU DOSSIER D'APPEL D'OFFRES : Le dossier d'appel d'offres peut être obtenu des publications du présent avis d'appel d'offres aux services de l'Autorité Contractant (bureau 18) de Financier de Fundong pendant les heures ouvrables contre présentation d'une quittance de versement de la somme non remboursable de 20.000FRS à la recette Municipal de la Commune de
- 11.REMISE DES OFFRES: Chaque offre rédigée en français ou en anglais en Sept (07) exemplaires, c.-à-d. Un original et six copies marqués comme tels seront remise au Service de Passation des Marchés, situé à la Marie de Fundong, au plus tard le 13 /03 /2025 à 11heures. Il doit être dans un paquet contenant trois enveloppes marquées
  - A: pour le dossier Administratif,
  - B : pour le dossier technique
  - C : pour le dossier financier.

Ce paquet devra porter la mention :

AVIS D'APPEL D'OFFRES NATIONAL OUVERT PAR LE PROCEDURE D'URGENCE NO. O3 /ONIT/MINDDEVEL/FC/FCITB /2025, DU /3 / O2 /2025 POUR LA CONSTRUCTION D'UN FORAGE EQUIPE D'UNE POMPE MANUELLE AU CENTRE DE FUNDONG DANS L'ARRONDISSEMENT DE FUNDONG, DEPARTEMENT DU BOYO -

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

- 12.Recevabilité des offres : Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une Autorité Administrative (Préfet, Sous-préfet,), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres. Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances. Les offres ne respectant pas le mode de séparation de l'offre financière, des offres administratives et techniques seront irrecevables.
- 13. Ouverture des plis : L'ouverture des plis se fera le 13 /03 /2025 à 11heures, heure locale en une phase par la Commission communal de Passation des Marchés de la marie de Fundong, (Salle de conférence de la Marie de Fundong) en présence de chaque soumissionnaire qui le désire, ou son représentant dûment mandaté et ayant une parfaite connaissance des offres dont il a la charge. Une seule personne par offre remise, seule ou en groupement, sera admise. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées. L'ouverture des plis sera faite en une phase.
- les dossiers administratifs et les offres techniques seront premièrement étudies par les membres de la Commission communal de Passation des Marchés. Les entreprises n'ayant pas obtenu au moins 100% des points de la notation sur des dossiers administratifs et 75% pour dossier techniques seront éliminées.
- 14) ÉVALUATION DES OFFRES : Les offres seront évaluées selon les conditions suivantes :
- 14) Les Offres sera évalué en 3 étapes
  - > 1ère étape : évaluation d'Offre technique
  - > 2eme étape ; Analyse d'offre financière
  - > 3eme étape ; Critère d'évaluation sont les suivant :

#### 14-10 Critères éliminatoires

- Absence de caution banque
- Les dossiers non-conforme aux prescriptions de ce Dossier d'Appel d'Offre sera déclarer non-recevable si la situation n'a pas régularisé dans 48 heures
- Fausse déclaration et pièces falsifiées ;
- Les plis non-conformité

#### 14-12-L'Offre Technique

- Documents non-conforme ou documents scanne
- Fausse déclaration ou document scanne ;
- Obtention des notes inferieur a 75% de "OUI"

#### 14-13- L'Offre Financière

- L'Offre Financière incomplet
- Documents non-conforme
- Omission des quantités de Prix Unitaire dans offres financière
- Absence des Prix détaillée.

#### 14-14-Critères essentiels

L'Offre Technique de soumissionnaire sera évaluée de manier suivant :

		NOTE
No.	Critère	Oui/Non
1.	Présentation général	Oui/Non
2.	Qualité du personnel	Oui/Non
3.	Organisation Technique des Travaux	Oui/Non
4.	Equipment	Oui/Non
5.	Capacite financière	Oui/Non
6.	Références de l'entreprise dans la réalisation similaire	Oui/Non
7.	The second devicate du site	Oui/Non
8.	Non existence dans l'Offre Technique les mentions "organisation, ivietrodologie et l'arming	Oui/Non
9	Oshier des Clauses Technique Particulier paragne à chaque page	Oui/Non
10	Cahier des Clauses Administratif particulier complet et paraphe à chaque page.	The state of the s

- 15) Attribution : Cette évaluation sera binaire (OUI ou NON). Le marché sera attribué au soumissionnaire qui aura proposé l'offre le moins disant, ayant satisfait à 100% des critères éliminatoires et au moins 75% des critères essentiels.
- 16) Durée de validité des offres : Les soumissionnaires restent tenus par leurs offres pendant quatre-vingt-dix (90) jours à partir de la date limite fixée pour la remise des offres.
- 17) Les Renseignements Complémentaires : Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès du Maire de Fundong Tel. : Phone:(237) 677755510 Email: fundongcouncil2014@gmail.com , Website: www.fundongcouncil.org
- 18) Additif à l'appel D'offres : L'Autorité Contractante se réserve le droit, en cas de nécessité, d'apporter toute autre modification ultérieure utile au présent appel d'offres.

Fundong, le 13/02/2025

LE MAIRE DE FUNDONG AUTHORITE CONTRACTANTE)

Copies:

ARMP/B,da;

Présidents CPMF;

DD/MINMAP/Boyo;

**DD MINEE BOYO** 

Affichage.

Chrono

enis Awoh Ndang

#### DOCUMENT No 2: CONTENT

# General Regulations of the Invitation to Tender

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	F. Award of the contract
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	Article 36: Notification of the award of the contract
	or of the contract
	Article 37: Signature of the contract

# A. GENERAL REGULATION OF THE INVITATION TO TENDER

Article 1: Scope of the tender: The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE FOR THE CONSTRUCTION OF BOREHOLE EQUIPPED WITH MANUAL PUMP AT FUNDONG CENTER IN FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION.

- 1.1Described in the Tender notice and briefly described in the Special Regulation.
- 1.2 The bidder retained or the preferred bidder must complete the works within the time- limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order or that indicated in the said Administrative Order.
- 1.3 In this Tender File, the term "day" means a calendar day.

<u>Article 2</u>: 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:
- a.1 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;
- a.2 Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;
- a.3 "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;
- a.4 "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.
- b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.
- 3.2 The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

Article 4: Candidates allowed to compete.

- 4.1 If the invitation to tender is restricted, consultation is addressed to all candidates retained after a prequalification 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:
- b.1 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
- b.2 Presents more than one bid within the context of invitation to tender, except authorized variance according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
- b.3 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 authorized services:

- 5.1 Building materials, the contractor's materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of 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:
- 6.1.1 Submit a power of attorney making the signatory of the bid bound by the bid; and
- 6.1.2 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; and
- (v) Availability of indispensable equipment.
- 6.2 Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:

- a. The 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 authorize 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 organize 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 letter of invitation to tender (for restricted invitation to tender);

Document No. 2. The tender notice;

Document No. 3. The General Regulations of the invitation to tender;

Document No. 4. The Special Regulations of the invitation to tender;

Document No. 5. The Special Administrative Conditions;

Document No. 6. The Special Technical Conditions; Document No. 7. The schedule of unit prices;

Document No. 8. The bill of quantities and estimates;

Document No. 9. The sub details of unit prices;

Document No. 10. Model documents of the contract:

- The execution schedule:

- Model of forms presenting the equipment, personnel and references;

- Model bidding letter;
- Model bid bond;
- Model final bond:
- Model of bond of start-off advance;
- Model of guarantee in replacement of the retention fund;
- Model contract;

Document No. 11. Models to be used by bidders;

Document No. 12. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project

Document No. 13. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorized 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 compliance

- 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.

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:
- a.1 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;
- a.2 The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;
- a.3 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 organization 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
- 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:
- The Special Administrative Conditions (SAC);
- 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 signed and dated original bid prepared according to the attached model, stamped at the prevailing rate; - The duly filled Unit Price Schedule;
- The duly filled detailed estimates;
- The sub-details of prices and/or breakdown of all-in prices;
- 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 should mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.

- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- 17.6 The bid bond may be seized:
- (a) if the bidder withdraws his bid during the period of validity;
- (b) if the retained bidder:
- b.1 Fails in his obligation to register the contract in application of article 38 of the General Regulations;
- b.2 Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
- b.3 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 Secondary 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 Secondary solution has been evaluated
- 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 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 (i.e.) 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 authorized 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 AND EVALUATION OF BIDS

### Article 25: Opening of the bids and petitions

- 25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement bid" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [in case of opening of financial bids] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.

25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the

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

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

### 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

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

# 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 authorized, 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:
  - Which substantially limits the scope, quality or realization of the works;
  - which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract;
  - 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 authorized 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.

#### F- AWARD OF THE CONTRACT

#### 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 authorization 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 per cent (%) of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.
- 39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first-rate financial institution approved in accordance with the instruments in force.
- 39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

### DOCUMENT No. 3: SPECIAL REGULATIONS OF THE INVITATION TO TENDER (OMPP)

ARTICLE 1: Definition of works: The subject of this tender is the CONSTRUCTION OF BOREHOLE EQUIPPED WITH MANUAL PUMP AT FUNDONG CENTER IN FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION.

Name and address of the Contracting Authority: the Mayor of Fundong Council, P.O Box 06, Fundong, Phone:(237) 677755510 Email: fundongcouncil2014@gmail.com Website: www.fundongcouncil2014@gmail.com

Reference of Invitation to tender:

-OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE No. 03 /ONIT/MINDDEVEL/ FUNDONG COUNCIL /FCITB /2025, OF 13 / 02 /2025 FOR THE CONSTRUCTION OF BOREHOLE EQUIPPED WITH MANUAL PUMP AT FUNDONG CENTER IN FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION.

ARTICLE 2: Execution deadline: Ninety (90) days (03 months)

ARTICLE 3: Source of financing: Works which form the subject of this Invitation to Tender shall be financed BIP MINEE 2025.

ARTICLE 4 Origin of building materials and supplies: The materials shall generally be from sources in Cameroon.

ARTICLE 5: ADMISSIBILITY OF BIDS: At the risk of being rejected, only originals or certified true copies by the issuing services or administrative authorities must imperatively be produced in accordance with the Special Regulations of this Invitation to Tender. They must not be more than three (3) months old as at the date of submission of bids. Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible. This refers especially to the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance and valid for a period of thirty days shall be rejected

ARTICLE 6: Language of the bids: The offer like any correspondence and all documents concerning the tender, exchanged between the Tenderer and the Administration shall be written either in English or in French.

ARTICLE 7: The bids shall be evaluated in three (03) steps:

- > 1st Step: Verification of the conformity of the Administrative file;
- 2<sup>nd</sup> step: Evaluation of the technical file;
- 3rd Step: Analyses of the financial file.

The criteria of evaluation are the following:

### 7.10- Eliminatory criteria

#### 7.11- Administrative documents

- Absent of Bid bond
- Any Administrative document not in conformity with the prescriptions of this tender file shall results in elimination if the situation is not regularized within forty-Eight Hours. This rule shall not be applied to the Bid Bond
- Any bids not in conformity with the prescriptions of this tender shall be inadmissible
- False declaration or falsified documents.

#### 7.12- Technical File

- Complete documents or scanned documents;
- False declaration, forged or scanned documents;
- Technical assessment mark lower than 75% of "YES".

#### 7.13- Financial Offer

- Incomplete financial Offer;
- Non-compliant documents;
- Omission of quantified unit price in the financial offer;
- Absence of breakdown of prices;

#### 7.20 Essential criteria:

The technical offer of the bidder shall be assessed along the following lines

1.	General presentation CRITERIA	MARKS
2.	Quality of the personnel	YES/NO
3.	Execution Methodology	YES/NO
4	Equipment	YES/NO
5	Pre-financing capacity	YES/NO
6.	References of the bidder	YES/NO
7	Attestation and report of site visit	YES/NO
8	Non-existence in the technical file of the rubric "organization, methodology and planning	YES/NO
9	Special Technical Clauses initialled in all the residence organization, methodology and planning	YES/NO
	Special Technical Clauses initialled in all the pages and signed, stamped and dated on the last page;	YES/NO
10	Special Administrative Clauses completed and initialled an all II	123/110
2 14	stamped and dated on the last page	YES/NO

### ARTICLE 8: Presentation of the Bids

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

- A) Administrative Documents
- B) Technical Documents
- C) Financial Documents
- **8.1 External envelope:** Each bidder shall seal these three (03) envelopes (A, B and C) in one sealed external envelope on which shall be written.
- No. <u>03</u> /ONIT/MINDDEVEL/ FUNDONG COUNCIL /FCITB /2025, OF <u>13</u> / <u>02</u> /2025 FOR THE CONSTRUCTION OF BOREHOLE EQUIPPED WITH MANUAL PUMP AT FUNDONG CENTER IN FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION.

## (To be opened only during the bids 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 labelled;

<< 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 old.

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DOCUMENTS.  DESCRIPTION
	Declaration of intention to tender, written by the bidder, stamped with the tariff in force
A.1 A.2	Declaration of intention to tender, written by the bloder, stamped with the tender of 20.000 (twenty Thousand)  Purchase receipt of Tender File issued by a Fundong council treasury in the amount of 20.000 (twenty Thousand)  F.CFA as stipulated in the Tender Notice.
A.3	A bid bond of <b>Two hundred thousand (200.000) FCFA</b> , issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A 4	Certified Copy of the Business Registration, not more than three months old.
A.4 A.5	Business License (photocopy certified by the Chief of Centre of Taxes, not more than three months).
A.6	Cartified Copy of a valid taxpayer's card, delivered by the Chief of Centre of Taxes, valid dated at most three months.
A.7	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.  Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance, not
A.8	Attestation of bank account of the bidder, issued by a list rate-bank approved by the times,
A.9	more than three months.  An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP) and should be valid for at least three months
A.10	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund and should be valid for the tender concerned; the attestation should be less than three months old.
A.11	Attestation of site visit dated and signed by the Contractors or their representatives (the bidder must under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals (consistency of work and execution plans).
A 40	CCAP completed and initialled on all the pages and signed, stamped and dated on the last page.
A.12	Power of attorney where necessary
A.13	Power of attorney where necessary

The absence or the nonconformity of one of these documents shall result in the elimination of the bid. However, the bidder shave shall have a period of 48hour to comply. This role shall not be applied to bid bond

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

3.1 Ge	neral presentation of the bids	
	content page	
Coloured	nage senarators	
Presenta	tion of documents in the order given in this Tender File	-
	u I mante proported	
Quality of	f binding (Spiral binding /slotting with transparent fly leaf on the front cover)	
Charial	Administrative and Technical conditions present	
B.2	Administrative and Technical conditions present  LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS	ote (first and las
B.2.1	List of references of the enterprise in similar jobs of at least 4,500,000 FCFA justified by signed contral pages) and minutes of reception or attestation of clearances for works executed. (minutes of final receptable past years for up to 2022)  Minimum acceptable: 02 Contracts realized in the domain for over the last 05 years	ption within the
	1st Reference	
		o references
B. Final Acc	2 <sup>nd</sup> reference reptance for 2020 - 2024 and provisional Acceptance for 2020- 2024 should be presented for the two reptance for 2020 - 2024 and provisional Acceptance for 2020- 2024 should be presented for the two reptances for 2020 - 2024 and provisional Acceptance for 2020- 2024 should be presented for the two reptances for 2020- 2024 should be presented for the two reptances for 2020- 2024 should be presented for the two reptances for 2020- 2024 should be presented for the two reptances for 2020- 2024 should be presented for the two reptances for 2020- 2024 should be presented for the two reptances for 2020- 2024 should be presented for the two reptances for 2020- 2024 should be presented for the two reptances for 2020- 2024 should be presented for the two reptances for 2020- 2024 should be presented for 20	o references.
B.3	QUALIFICATION AND EXPERIENCE OF THE TECHNICAL STAFF	
745/000	01- works supervisor	
B.3.1		
	Qualification of the works supervisor: Civil Engineer or Senior Civil Engineering Technician	
	Professional experience in the domain of civil engineering of at least three (03) years for Civil	
	Engineer and three (03) years for Senior Civil Engineering Technician	
	Engineer and three (03) years for Serilor Givil Engineering 130 miles	4
	> CV signed and dated by the supervisor,	
102.0	No Management	
	A certified copy of the technical diploma	
	➤ An Attestation of presentation of original of the technical diploma	
	An Attestation of presentation of original of the confidence approximately and acted by the concerned	
	An attestation of availability signed and dated by the concerned	
	> Certified copy of ID card signed and dated by the Police	
B.3.2	on Cita foroman (at least Basic Civil Eliquidecing Technical)	
D.0.2	Qualification of the Site foreman: (at least Basic Civil or Rural Engineering Technician with at	
	Professional experience of the Site foreman in the domain of Civil Engineering and other works	-1
	for at least three (03) years	

	> CV signed and dated by the foreman,		T
	> A certified copy of the technical diploma		
	An attestation of availability signed and dated by the foreman		
	Certified copy of ID card signed and dated by the Police		
B.3.3	03- Other personnel		
	<ul> <li>D 02 (two) bricklayers with at least GCE O/L Technical in Building construction or its equivalent(CAP Maçonnerie) and with 3 years professional experience in the domain of Civil construction and similar works. Certified copy of their certificate and NIC should be included (CVs signed and dated by the candidates)</li> <li>D 1 (One) Carpenter with at least GCE O/L Technical in wood works or its equivalent(CAP Menuiserie) with 3 years professional experience in the domain of Civil construction and similar works. Certified copy of their certificate and NIC should be included (CVs signed and dated by the candidates)</li> <li>D 1 (One) Electrician with 3 years professional experience in the domain of Civil construction and similar works.</li> </ul>		
B.4	TECHNICAL PROPOSALS		
B.4.2	Organigram of the project (Specify names of the personnel handling the various functions)		
B.4.3	Work schedule		
B.4.5	Quality control method		
B.4.7	Environmental impact notice obtained from the council (To be submitted only by the winner, after publication of results)		
B.4.8	Security and safety at the site		
B.4.9	Duration of execution in respect with the Tender File		
B.5			
B.5.1	Proof of ownership or rental of a pick-up or other vans		
B.5.2	List of small tools and prove of ownership		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity of at least 25% of the project amount (solvency) of the enterprise issued by a 1st class bank in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
B.7	Comprehensive report of site visit signed by the company engineer and justified by photos		
B.8	Special Technical Clauses initialled in all the pages and last page signed, dated and stamped.	1 10	

NB: The signature of the concerned in CV and Availability should be the same with that found in the National Identity Cards.

#### 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 excluding VAT in words and in figure.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC) and ne payable
C4	Sub details of unit prices according to the model attached.

NB: THE absence of unit price "in the mail enclosure slip" and sub detail of these prices will lead to the elimination of the bidder.

- The bidders shall use for this purpose the documents and models provided in the Tender File, 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 pages in the original as well as in the copies, so as to facilitate its examination

ARTICLE 9: 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 shall 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 the Republic of Cameroon at the handover date of the offers.

ARTICLE 10: 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 11:** Guarantee and retention guarantee

- 11.1 Provisional guarantee: The amount of the provisional guarantee or guarantee of tender is fixed at Two hundred thousand (200.000) FCFA, issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions. The time of validity of this guarantee is ninety (90) days as from the date of depositing of the offers.
- 11.2 Final Bond: The final Bond is fixed at two percent (2%) of the initial amount of the services envisaged in the country. It could be replaced by a guarantee personal and interdependent of a banking house approved by the Ministry of Finances following COBAC conditions.

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

11.3 Guarantee Retention: A guarantee Retention of ten percent (10%) shall be operated on the amount including all taxes of the contract. The guarantee and corresponding sum shall be paid or released, after the final acceptance of works.

ARTICLE 12: Period of validity of the offers: The bidder will remain committed to his offer for ninety (90) days as from the handover date of the offers. If at the end of this period, the contract was 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 13: Number of copies of Bids to be submitted: The bids, as all the parts accompanying it shall be submitted in seven (0 7) copies, including one (01) original and six (06) copies. The bidder shall present his documents in a sealed labelled external envelope marked:

- OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE No. ONIT/MINDDEVEL/FUNDONG COUNCIL /FCITB /2025, OF /3 / 02 /2025

FOR THE CONSTRUCTION OF BOREHOLE EQUIPPED WITH MANUAL PUMP AT FUNDONG CENTER IN FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION.

### TO BE OPENED ONLY DURING THE BIDS OPENING SESSION»

ARTICLE 14: Date and latest time of deposit of bids: The bids will have to arrive under closed fold and seal latest 13 / 03/2025 at 10:00am, by mail registered with acknowledgement of delivery or by deposit against a receipt to the following address:

# Fundong council, P.O Box 06, Fundong Tel.: Phone: (237) 6 777 555 10 Email: fundongcouncil2014@gmail.com , Website: www.fundongcouncil.org

Beyond the above stated date and time, no bids shall be accepted.

ARTICLE 15: Opening of the bids: The opening of the folds will be carried out in the Fundong Council hall on the bids: J03 /2025 as from 11:00 AM, by the Fundong Council Tender Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the bids.

ARTICLE 16: Examination of bids: The tenders' board shall examine the bids to determine if they are complete, if the required guarantees have been provided. If the documents were produced following the tender file requirements whether they contain calculation errors, and if the bids are generally in good order. Any calculation errors will be corrected on the following bases:

- If there is a calculation error, the total price will be corrected on the basis of the unit price;
- If there is contradiction between the price in words and the price in figures, the price in words will govern;
- If there is a contradiction between the amount in the unit price in the bill of quantities and estimates, and the unit price breakdown (sub detail), the amount in the unit price breakdown shall govern.

#### AWARD OF THE CONTRACT

ARTICLE 17: Award of the contract: Upon the proposal of the Tenders Board, the Contracting Authority shall award the contract to the technically qualified bidder with the lowest amount. The decision carrying the award of the contract shall be published by way of press release or any other means of publication used in the Administration.

#### **DOCUMENT No. 4:**

### SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

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Chapter I: General

Article 1: Subject of contract: The purpose of this contract is the CONSTRUCTION OF BOREHOLE EQUIPPED WITH MANUAL PUMP AT FUNDONG CENTER IN FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION.

Article 2: Contract award procedure: This contract is awarded through an Open National Invitation to Tender by emergency procedure.

#### Article 3: Definitions and duties

#### 3.1 General definitions

- The Contracting Authority: shall be the Mayor of Fundong Council: He shall award the contract, ensure the preservation of originals of said contract documents and the transmission of copies to the Delegation in charge of Public Contracts and to the body in charge of regulation.
- The Contract Manager: shall be the Council Development Officer for Fundong Council. She shall ensure respect of the administrative, technical and financial conditions and contractual deadlines.
- The Contract Engineer: shall be the Divisional Delegate of Water and Energy Boyo, hereinafter referred to as the Engineer.
- The Project Manager shall be the Divisional Chief of Service for Water in the Divisional Delegation of Water and Energy Boyo. He/she shall ensure the quality and quantity of works as prescribed by the regulations in force up to the acceptance stage. He may assist at the definition and preparatory stages
- 3.2 **Security:** This contract may be used as a security subject to any form of transfer of the debt. In this case:

- The authorities in charge of authorising payments shall be the Mayor of Fundong Council

- The authority in charge of the clearance of expenditures shall be the Divisional Finance Controller Boyo

- The body or official in charge of payment shall be the Municipal Treasurer of Fundong Council

- The official competent to furnish information within the context of execution of these contracts shall be the Mayor of Fundong Council.
- The service for the controlling and monitoring of the project shall be the Divisional Control Brigade of MINMAP Boyo

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

- 1.4 The language to be used shall be English or French.
- 1.5 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.

<u>Article 5</u>: Constituent documents of the contract: The constituent contractual documents of this contract are in order of priority:

- 1) The tender or commitment letter;
- The bidder's tender and its annexes in all provisions not contrary to the General 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;
- 7) The General Administrative Conditions applicable on public works contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The Technical specifications applicable on the services forming the subject of the contract.

# Article 6: General instruments in force: This contract shall be governed by the following general instruments.

- 1. Framework Law No. 96/12 of 5 August 1996 on the management of the environment;
- 2. The Mining Code:
- 3. Instruments governing the various professional bodies;
- 4. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
- 5. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- 6. Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of the Tenders Boards amended and supplemented by Decree No.2013/271 of 5th August 2013 the Ministry in charge of Public Contracts;
- 7. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code; zaa
- 8. Degree No 2018/6233/PM of 26/7/2018 fixing the procedure for the application of law No 2010/002 of 13/4/2010 on the protection and promotion of persons living with disabilities in Cameroon
- 9. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts:
- 10. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
- 11. Circular No. 00013995.C/MINFI of 31ST December 2024 bearing instructions relating to the implementation of the finance laws, the monitoring and control of the execution of the budgets of the State and other public entities for the 2025 fiscal year.
- 12. Applicable standards;
- 13. Other instruments specific to the domain concerned with the contract.
- 14. Circular no 403/MINMAP/CAB of the 21/OCT/2019 to fix upper limit for payment of indemnities to presidents, rapporteurs and members of follow up, acceptance and technical financial commissions.

### Article 7: Communication

- 1.1 All communications within the framework of this contract shall be written and notifications sent to the following address:
- a) In the case where the contractor is the addressee: Sir/Madam THE CONTRACTOR Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his residence/base known to the Project Owner and Contract Manager, correspondences shall be validly addressed to Fundong Council.
- b) In the case where the Project Owner is the addressee: The Mayor of Fundong Council and a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager, MINMAP and where need be, within the same deadline.
- c) In the case where the Contracting Authority is the addressee: The Mayor of Fundong Council with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer, MINMAP and Project Manager, where applicable

1.2 The contractor shall address all written notifications or correspondences to the Project engineer with a copy to the Contracting Authority.

Article 8: Administrative Orders: 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 Contract Manager, Contract Engineer, the Project Manager and the Paying Body, where applicable.
- **1.2** 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 Contract Manager, the Contract Engineer, the Project Manager, MINMAP 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.
- 1.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority, MINMAP and Contract Manager.
- **1.4** Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer, MINMAP and Project Manager.
- **1.5** 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 his services to the contractor with a copy to the Project Owner, Contract Manager, Contract Engineer, MINMAP and Project Manager.
- **1.6** Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.
- 1.7 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.
- 1.8 Concerning Administrative Orders 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:

**9.1**This contract shall be in one phase only. 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:

- **10.1** Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification of personnel, the contractor shall replace the personnel by another member of staff of equal competence or more (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:

- 11.1 Final bond: The final bond shall be set at 2 % of the amount of the contract, inclusive of all taxes. It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days of the notification of the contract. The bond shall be returned or the guarantee released within one month following the date of provisional acceptance of the works, following a release issued by the Contracting Authority upon request by the contractor.
- **11.2** *Performance bond:* The retention fund shall be set at 10 % of the amount of the contract, inclusive of all taxes. The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the **Contracting Authority** upon request by the contractor.
- **11.3 Guarantee of start-off advance:** At the request of the contractor a start-off advance of 20% maximum of the amount of the contract inclusive of all taxes guaranteed at 100%, shall be accorded him and conditions for the return of the guarantee]

Article 12: Amount and estimates is	of the contract: The (in figures)	amount of this contract as indicated by the attached bill of quantities(in letters) CFA francs Inclusive of All Taxes; that is:
		/ \CFA E

- 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 thebank.
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:
<ul><li>14.1 Prices shall be firm.</li><li>a. Payments on account made to the contractor as advances shall not be revisable.</li><li>b. Revision shall be "frozen" upon expiry of the contractual time-limit, except in the case of price reductions.</li></ul>
14.2 Price updating modalities (not applicable)
Article 15: Price revision formulae: Not applicable
Article 16: Price updating formulae: Not applicable Article 17: Works under State supervision:
17.1 The percentage of works under State supervision shall be 2 % of the amount of the contract and its additional clauses, where applicable.
17.2 In the case where the contractor was invited to execute works under State supervision, the submitted and duly justified expenditures shall be reimbursed to him under the following conditions:

- The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets:
- The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;
- The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
- Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by 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: This contract is evaluated at unit prices

Article 19: Evaluation of supplies: No security shall be requested for payments on account on supplies.

Article 20: Advances:

- 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 Secondary 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:

- **21.1 Establishment of works executed:** Before the 30<sup>th</sup> of each month, the contractor and the Project Manager shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment.
- **21.2 Monthly detailed account:** Not 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.

The Project Manager has a time-limit of seven (7) days to forward to the Contract Manager the detailed accounts he has approved. The Contract Engineer has a maximum time-limit of twenty-one (21) days to forward the detailed accounts he approved such that they are in his possession not later than the twelve of the month. The Contract Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.

Payments shall be done by the Project owner within a maximum deadline of three (03) calendar days from the date of submission of the approved detailed accounts.

## 21.3 Detailed account of start-off account: Not applicable

Article 22: Interest on overdue payments: Possible interests on overdue payments are paid by statement of sums due in accordance with article 166 of Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code.

## Article 23: Penalties:

## A. Penalties for delay

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

## B. Specific penalties

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

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

## Article 25: Final detailed account:

- 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 Manager has up to thirty (30) days to notify the corrected and approved draft to the Project Manager.
- 25.3 The contractor has up to thirty (30) days to return the signed final detailed account.

## Article 26: General and final detailed account

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

At the end of the guarantee period which results in the final acceptance of the works, the Contract Manager draws up the general and final detailed accounts of the contract which he 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: 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 AIR which is a deduction on company taxes:
- Registration dues in accordance with the Tax Code;

- Dues and taxes attached to the execution of services provided for in the contract;
- Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
- Council dues and taxes;
- Dues and taxes relating to the extraction of buildings materials and water.

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

Article 28: Stamp duty and registration of contracts: Seven (7) original copies of the contract shall be stamped by taxation service and at the cost of the contractor, in accordance with the applicable regulations.

## Chapter III: Execution of works

<u>Article 29</u>: Nature of the works: The works shall include especially: (position or volume of works), See Special Technical Conditions.

## Article 30: Role and responsibilities of the Project Owner

- 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:

- 31.1 The time-limit for the execution of the works forming the subject of this contract shall be **Three** (03) months (90) days.
- 31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works.
- Article 32: Role and responsibilities of the contractor: The detailed and general plan of progress of the works shall be communicated to the Project Manager in *five* (05) copies at the beginning of each month.
- <u>Article 33</u>: Provision of documents and site: A reproducible copy of the plans featuring in the Tender File shall be submitted by *the Contract Manager*. The Project Owner shall make available the site and access ways to the contractor at the appropriate time as the works progress.
- <u>Article 34</u>: Insurance of structures and civil liabilities: The following insurance policies are required within the scope of this contract in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the contract (to be adapted):
  - Liability insurance, business manager;

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

## Article 35: Documents to be furnished by the contractor:

## 35.1 Programme of works, Quality Assurance Plan and others.

a) Within a minimum deadline of fifteen (15) days from the date of notification of the Administrative Order to commence execution, the contractor shall submit in six (6) copies for the approval of Contract Manager after the endorsement of the Contract Engineer the execution programme of the works, his work calendar, his draft Quality Assurance Plan and the Environment Impact Notice, where applicable.

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

Two (2) copies of these documents will be returned to him within a deadline of fifteen (15) days from the date of receipt 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 Project Engineer and the Contract Manager then have a deadline of five (5) days each to give his approval or possibly make comments. Delay in approving the draft execution schedule shall stay the execution deadline.

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

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

- b) The Environment Impact Notice should bring out notably the choice of technical conditions of the site and Secondary life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.
- c) The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.
- d) The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract..

#### 35.2 Execution draft

a) The execution plan documents (calculations and drawings) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the Contract engineer or Project Manager at most fifteen

- (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The Contract engineer has a deadline of five (05) days to examine and make known his observations. The contractor then has a deadline of [04) four days to present a new file including the said observations.
- 35.3 In case of the non-observance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

Article 36: Organisation and safety on site: 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. The services to inform in case of interruption of traffic or along the deviated itinerary are the Delegated Contracting Authority, Project Owner, contract Engineer

ARTICLE 37: Commencement of work: Before the commencement of work, the contractor shall be installed on the site by a commission that is made up of the following:

*	The Project Owner or his representative	(Chairperson) (Member)
*	The Contract Manager  The Contract Engineer or his representative	. (Secretary)
*	The Project Manager	(Member)
*	The Divisional Delegate of MINEPAT or his representative	(observer)
*	The Divisional Delegate of MINMAP or his representative	(observer)
*	The Contractor or his Representative	(Member)

The Project Owner (Chairperson) shall schedule for the site installation and invite the members of the commission by a letter of invitation - not more than five (5) working days.

Article 38: Setting out of the structures: The Project engineer, upon receipt of the contract documents transmitted by the Contracting Authority shall indicate to the contractor - within five (5) days the building line and all other Secondary points and levels of the project, for proper setting out.

Article 39: Sub-contracting: The part of the works that can be sub-contracted shall be 30 % of the initial amount of the contract and its additional clauses.

Article 40: Site laboratory and trials: The project engineer has a deadline of three days to approve the contractor's personnel and laboratory as soon as the request is made.

## Article 41: Site logbook:

- **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.

NB: The Site logbook most be such that two carbon copies of each page are left behind.

## Chapter IV: ACCEPTANCE OF WORKS

<u>Article 43</u>: Pre- Acceptance: Before the provisional acceptance of the works, the contractor shall make a written request to the Contract Engineer, who shall then 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

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

During this pre-acceptance, the commission shall eventually specify the reserves to be up-lifted and the corresponding works to be effected before the provisional acceptance.

Article 44: Provisional Acceptance: The contractor shall request the Authorizing officer in writing, to schedule and call for the provisional acceptance of the works. The report (minutes) of the Pre- Acceptance shall be attached to the said request. The Authorizing officer shall then fix the date of acceptance in collaboration with the Contract Engineer and call for the task by a letter of invitation. The acceptance commission shall comprise the following;

The Project Owner (Mayor) or his representative.  The Contract Manager.  The Contract Engineer or his representative.  The Project Manager.  The Stores Accountant.	(Member)(Secretary)
The Stores Accountant The Divisional Delegate MINMAP or his representative The Contractor or his Representative	(Member)

The commission shall examine the report of the Pre-acceptance and shall proceed to the Provisional Acceptance if satisfied with the works executed. An acceptance report (process - verbal) of the works shall be prepared by the Contract Engineer and signed by all the commission members on the site.

**Article 45: Final acceptance:** Final acceptance shall take place within a maximum deadline of fifteen (15) days from the date of expiry of the guarantee. The commission and procedure for final acceptance shall be the same as for Provisional Acceptance

Article 46: Guarantee Period: The guarantee period shall last for one (01) year from the date of the provisional acceptance.

## Chapter V: SUNDRY PROVISIONS

Article 47: Termination of the contract (article 74 of the GAC)

The contract may be terminated as provided for in Section II Paragraph 1 and 2 of Decree No. 2018/366 of 20 June 2018 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

- Death of the allotee.
- Bankruptcy of the allotee
- Judicial liquidations
- In case of sub-contracting, co-contracting or subsidiary orders with the prior authorisation of the project
- Failure to comply with labour laws and regulations
- Significant price variation under the conditions laid down by the General Administrative Clauses due to changes in economic conditions or in the initial quantities of the contract.
- Duly established fraudulent and corrupt practices
- Delay of more than fifteen (15) calendar days in the execution of an Administrative Order or unjustified stoppage of more than seven (7) calendar days;
- Delay in work resulting in penalties of more than 10 % of the amount of the works;
- Refusal to repeat poorly executed works;
- Default by the contractor;
- Persistent non-payment for services.

Article 48: Case of force majeure (article 183 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.
- War and insecurity
- Road blockage
- Terror
- Outbreak of pandemic

Article 49: Disagreements and disputes (article 187 of the GAC): Disagreements and disputes resulting from the execution of this contract may be settled amicably. Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction.

Article 50: Production and dissemination of this contract: Fifteen (15) copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

Article 51: Entry into force of this 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.

Article 52 and last: INFORMATION TO BE POSTED: The Contractor shall put up a visible sign board (total height=2.80m, width=1.20m, board thickness=2.5cm at 1,20m above the ground level with poles embedded in concrete) at the entrance to the site on a place approved by the Contract Engineer, bearing the following text written on one side of the board.

## REPUBLIC OF CAMEROON

## Peace - Work - Fatherland

CONSTRUCTION OF BOREHOLE EQUPPED WITH MANUAL PUMP IN FUNDONG CENTER IN THE FUNDONG MUNICIPALITY, BOYO DIVISION.

CONTRACTING AUTHORITY: THE MAYOR OF FUNDONG COUNCIL

PROJECT OWNER: THE MAYOR OF FUNDONG COUNCIL

CONTRACT MANAGER: THE COUNCIL DEVELOPMENT OFFICER OF FUNDONG COUNCIL

FINANCING: PUBLIC INVESTMENT BUDGET MINEE BOYO) 2025

CONTRACTOR:

CONTRACT ENGINEER: THE DIVISIONAL DELEGATE OF WATER AND ENERGY BOYO

DURATION OF CONTRACT: THREE MONTHS (90 CALENDAR DAYS)

## **DOCUMENT NO. 5:** Special Technical Conditions (STC)

A - GENERALITIES: These present special technical specifications concern the CONSTRUCTION OF BOREHOLE EQUIPPED WITH MANUAL PUMP AT FUNDONG CENTER IN FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION. It is the duty of the contractor to realize the scheme including the structures as per the specifications and plans that shall be approved by the competent authority. Through the contract Engineer, the contractor shall furnish the owner of the project and other project team members within 15 days from the date of notification to start work with an execution plan showing clearly how he intends to run the work site.

## **B-MODE OF EXECUTION OF WORK**

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

- The recommendations of the International Electro-technical Committee (IEC Publication);
- The European standards CEN-CENELEC (EN);
- The French AFNOR standards;
- The decision of 2 April 1991 laying down the Technical Conditions to be satisfied by the distribution of electricity, published in the Official Gazette of the French Republic on May 4, 1991;
- Circular No. 78-79 of 6th July 1978 on the implementation of the Decree of May 26, 1978'
- Standards Approved French NFC;
- French UTE standards and in particular;
- C 10-100;
- C 10 101;
- C 10 200:
- Any other norms recognized in the system (ISO).

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

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

Wooden poles shall conform to the standard UPDEA.

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

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

#### **Documents:**

The Works will be performed according to the following documents;

- The technical offer of the bidder (detailed technical definition of the consistency of the work and execution plans,) approved and completed by the project owner
- The attached cost estimates;
- The general administrative terms and conditions applicable to works Contracted on behalf of State;
- The various international standards recognized in the system (ISO) and may apply to the environment and economic climate of Cameroon;

-The local power authority, safety and environmental protection regulations applicable in Cameroon; The Contract documents are complementary and must be accepted as a whole. They explain and complement each other in order to define the works to be performed.

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

## MV SINGLE-PHASE OR THREE-PHASE LINE

The single-phase or three-phase antenna will be derived from a phase of the triple phase mainline. It will be constructed in 11m wooden poles, class D and Almelec 34.4 mm² or 30 mm² aluminum or 50 mm<sup>2</sup> cables as the case, stretched on a rigid glass insulator mounted on spindle on wooden poles. A derivation is made as a bypass with a fuse that will swing making the fuse opening visible and easily locate the faults in the line. The works of involve:

- 601001: Supply and installation of rigid glass insulators Including perforated attachment and all constraints of supply and labor;
- 601002: Supply and installation of 30KV 2 elements anchor earth string;
- 601003: Supply and installation U iron anchor for insulation chain, including supply and installation galvanized bolts;
- 601004: Supply and installation of overhead support console;
- 601005: Supply and installation "Danger of Death" plate;
- 601006: Supply and installation number plate on wooden poles;
- 601007: Supply and installation breakage 70/600;
- 601008: Supply and installation U iron Bis Pole mounting arm;
- 601009: Supply and installation single-phase fuses cutout including all accessories;
- 601010: Supply and installation of 27 KV surge arrester including connection;
- 601011: Supply and stringing of 34.4mm<sup>2</sup> Almelec cable;
- 601012: MV junction and bypass single-phase;
- 601013: Supply and planting simple wooden pole 11m class D;
- 601014: Supply and planting twin wooden pole 11m class D;
- 100000: Studies and pegging leading to the establishment of an implementation plan to be approved by the Regional Service of Energies;
- 101001: Excavation in natural terrain;
- 101002: Excavation in semi rocky terrain;
- 101004: Excavation in rocky terrain;
- 101005: Construction of concrete foundation

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

- In all MV/LV transformers (Sizes 2A)

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

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

## Transformer substation MV / LV phase

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

- 602001: Supply and installation pigtail BQC 14-250;
- 602002: Supply and installation of two bolts for hanging transformer 16-300;
- 602004: Supply and installation of 25 KVA transformer 17.32 KV/B2;
- 602006: Supply and installation arm bis  $70 \times 600$  for support of pairing;
- 602007: Fixing and connecting surge arrester 27 KV;
- 602008: Setting up and connecting single phase fuses cutout;
- 602011: construction of earth grounding;
- A mechanical protection or gutter tube PVCØ40;
- Tube PVCØ25 length  $2 \times 8.8$  cm;
- Copper Cable 25 mm<sup>2</sup>-18m;
- Two copper fittings.

- 602013: Making a grounding type C, provided with cable straight and level including;
- A cable 29 mm $^2$  bare copper in trench 0.5 imes 0.80 of length equal to 2 imes 15m;
- 602017: Full equipment of a post on post-17 single-phase 25 KVA, 32 KV/220V with a land type

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

## BT NETWORK SINGLE PHASE OR THREE-PHASE

Low voltage lines will be built on simple 9m wooden posts spaced 50m apart, with 4×25mm<sup>2</sup> twisted cable for the Single-phase and 3x50mm<sup>2</sup>+1NP+EP preassembled cable for the Three-phase. In case of mixed network MV/LV, the materials will be 11 m poles spaced apart with a maximum distance of

The cables will be assembled in pairs and connected to the terminals of the combined protection in order to build a cable round trip, so it is electrically 2 x 25mm<sup>2</sup> a cable, which allows for long lines in the order of 2 to 3km from the MV / LV.

The works to be done;

- 603001: Supply and installation of alignment support;
- 603002: Supply and installation of anchoring clamp;
- 603003: Supply and installation of all IT D76 4 connections;
- 603004: Supply and installation of anchor arms BORØ12L including a hook 250, an anchoring clamp 27 or AFU PE3 (PE25);
- 603005: Providing and laying stringing 4x25 mm<sup>2</sup> Alu twisted cable;
- 603007: Grounding type C cable will work cable, compound cable numbered from 0 and 1;
- 603008: Supply and planting simple wooden poles 9m class C;
- 603009: Supply and planting twin wooden poles 9m class C;
- 6030010: Supply and planting of strutted wooden poles 9m class C;
- 6030011: Supply and fitting end cap on retractable cable pre-assembled or twisted;

## HOUSEHOLD CONNECTIONS

This is to cover aerial connections two or four wires. The work involved will include;

- 701001: Connecting household 2 wire 220V;
- 701003: Connecting aerial 2 wire 220 V counter or 4'wire- 220/380V counter.

#### Clearing and pruning

It involves the, cutting and clearing of trees in urban and rural areas, including bushes with opening of transects 10 meters in width.

#### THE DELIVERIES AND HANDLING

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

## **GENERATOR HOUSE**

Installed power for BT three-phase, the house will be built with local materials (brick stabilized earth) or sheet aluminum in accordance with the conditions of environmental protection and in accordance with plans approved by the Administration in charge of electricity.

#### GENERATOR

- a) Description and characteristics
- Diesel suitable power range meets the needs of the electrification of remote areas;
- Control panel and accessories to control the operation;
- Alternator excitation device and control systems;
- Control and monitoring electrical cabinet equipment;
- Common Chassis and its cabinet, adapted to working conditions.
- Continuous operation during 24/24. At this stage the generator should not be subject to overload;
- Continuous operation limited to 3500h per year and variable load. Ability to operate 24/24 during certain periods Possibility of transient overload of 10% with a daily service less than or equal to 12 hours

c) Voltage supplied;

Plus or minus 15% of rated voltage for power factor between 0.8 and 0.95 and a balanced load of about 10%

a) Power; It is expressed in KVA for  $\cos \rho = 0.8$ 

## CHOICE OF THE NUMBER AND TYPE OF GENERATOR

## Electrification of remote areas;

The means of production must be adapted to the nature of the proposed distribution.

Intermittent Distribution: 6h/24 for domestic lighting. At this level one generator will be sufficient. But provide maintenance for a few days a year. The power demand must not go Santaw 30-50% of rated output;

Semi-continuous distribution: 12h/24 suitable for domestic lighting, a few craft needs, some utilities such as water pumping, carpentry, bakery Etc. Two generators are sufficient for a minimum power between 50 and 100% of rated power base.

Continuous distribution: 24/24, in cities where there is an industrial and craft activity large enough. Two generators minimum are required, in principle, of different power to allow better adaptation to the charges and avoid operation below 30 to 50% of rated output. The distribution of powers within plus or minus 10% The need to choose a power supply less than or equal to 0.85 x 0.9 x E Generator power. Specific details will be given by the manufacturer data sheets.

For mini diesel central requiring voltage step up, specific details related to any facility will be given after each project by the Delegated Contracting authority.

# DIMENSIONNEMENT DU RESEAU. Réseaux moyenne tension et basse tension

La tension de service du réseau monophasée est de : 17,32KV

NORMALISE	FLECH DE POSE	RESISTANCE LINEIQUE	PUISSANCE INSTALEE KVA	INTENSITE NOMINALE	BOUT RESEAU	CHUTE TENSION
Câble torsadé Alu 4x25mm²	0.47 m	R=1.20Ω/km	20 -25 KW	( <b>A</b> )	PLUS LONG	ADMISSABLE 20%
Câble almélec de	0.30 m	R=0.958Ω/km	77.510.11			(380/220V)
34mm <sup>2</sup>	0.00 111	N-0.7381/km	75KVA	0,7	5km	20%

Portée équivalente en BT : 50 – 60m de manière à éviter les efforts longitudinaux (mise à la terre type copperweld à tous les trois cent mètres et un support après le transformateur).

Portée équivalente en MT : 100-110 m (ligne sur isolateurs rigides) câble almélec  $34 \text{mm}^2$  : masse=0.258 kg/ml.

Les isolateurs sont en verre trempés de type HT36 ou HT38 ; les chaînes d'isolateurs seront de 3 éléments pour les lignes 30 KV.

SUPPORTS	С	CLASSE D	ANGLE	PROFONDE UR FOUILLES (M)	HAUTEUR HOR SOL (TERRAIN NORMAL)	HAUTEUR HOR SOL (TRAVERSE E ROUTE)	OBSERVATIONS
Poteaux bois 9m/s	190 DAN	300 DAN	≤10° Alignment	H/10 +0.5	6,15m	8,20m	Chois poteaux 9m simple Classe D
Poteaux bois 9m/j	570 DAN	900 DAN	45° à 90°	H/10 + 0.5	6,15m	8,20m	9m jumelés aux angles
Poteaux bois 9m/x	1450 DAN	2250 DAN	45° à 90°	H/10 + 0.5	6,15m	8,20m	9m contrefichés aux arrêts
Poteaux bois 11m/s	1000 DAN	1250 DAN	25° à 60°	H/10 + 0.5	7,95m	10m	Terrain latéritique

							Calage à la
Poteaux bois11m/j	1500 DAN	2250 DAN	60° à 90°	H/10 + 0.5	7,95m	10m	pierre sèche

## DIMENSIONNEMENT DES OUVRAGES.

#### **Transformateurs**

La puissance demandée est de P = 90 KVA. Compte tenu des pertes dans les réseaux et le degré de charge d'un transformateur normalisé à 80% cette puissance appelée est de 108 KVA soit environ quatre transformateurs monophasé de 25 KVA.

Cependant, le présent projet prévoit de satisfaire dans un premier temps, uniquement la demande en énergie domestique d'une partie de la population du secteur et il aura deux transformateurs monophasé de 25KVA.

La desserte en BT-Mono du reste de la Communauté se fera à la suite du présent projet par extension à la demande des populations bénéficiaires.

Coupe-circuits

Les normes prévoient pour le réseau monophasé de plus de 500mètres des coupe-circuits : Un au point de dérivation et un autre au niveau du transformateur.

## PROTECTION DU RESEAU ET NORMALISATION.

Ces deux préoccupations doivent être prises en compte aux raccordements au réseau ENEO, car cette société insiste sur l'aspect normalisation des équipements et des installations électriques avant tout branchement sur son réseau. Cette normalisation vise surtout à protéger et à sécuriser les installations, ainsi qu'à assurer la fourniture d'une énergie de qualité aux consommateurs.

Les recommandations faites dans le cadre de la présente étude sont conformes aux normes en vigueur. Il faudra simplement veiller à leur respect et à l'acquisition du matériel électrique répondant à ces

Ces préoccupations justifient les recommandations majeures ci-après :

- Pose d'un coupe-circuit à expulsion au point de raccordement et à chaque transformateur pour isoler des tronçons de réseau en cas de problèmes ;
  - · Pose d'un poteau jumelé à chaque arrêt de ligne et chaque dérivation ;
- Utilisation des poteaux normalisés de 11 mètres pour les lignes MT et mixtes; 9 mètres pour les tronçons BT simples;
- · Pose d'équipement de mise à la terre en arrêt des lignes, sur chaque poteau-transformateur et sur chaque poteau entourant un transformateur;
- Câble almélec 1×34 mm² pour la ligne moyenne tension et câble torsadé 4× 25 mm² en aluminium pour le transport BT.
  - Les poteaux sont implantés selon le schéma normalisé.

Ligne moyenne tension et ligne mixte.

- Poteau simple (S) de 11 mètres avec isolateur suspendu et équipement d'ancrage, pour alignement droit et angle jusqu'à 10°;
- \* Poteau jumelé (J) de 11 mètres avec isolateur suspendu et équipement d'ancrage, pour angle entre 60° à 90°;

Ligne basse tension

- \* Poteau simple (S) de 9mètres avec console de suspension et pince d'alignement, pour alignement droit et angle jusqu'à 10°;
- \* Poteau jumelé (J) de 9mètres avec console de suspension et pince d'ancrage, pour angle 10° et 45° et pour dérivations (≥ 90°).

## MATERIELS POUR LA MISE EN ŒUVRE DU PROJET.

En conformité avec les normes utilisée au Cameroun, les différents types d'assemblage pour le réseau électrique, sont listés dans le tableau ci-après :

## 1. POTEAU SIMPLE 11 mètres EN ALIGNEMENT DROIT (angle jusqu'à 25°)

Code Quantité MT-101

100	Elément	
	Console de tête	1
	Isolateur en verre renforcé	1
2	Petits accessoires (attache, boulon, plaquette galva, rondelle)	2
2. POT	EAU SIMPLE 11 mètres EN ANGLE VERTICAL (angle 25° à 60°)	
Code	MT-102	
	Elément	Quantité
	Crochet d'ancrage type queue de cochon 14 x 450	Quanine 1
	Isolateurs à 3 éléments (suspendu horizontalement)	1
	Pince d'angle	i
	Petits accessoires (ball sockets, roulet, plaquette galva, rondelle)	j
3. POT	EAU JUMELE 11 mètres EN ANGLE VERTICAL (angle 60° à 90°)	
Code	MI-103	
	Elément	Quantité
	Crochet d'ancrage type queue de cochon 14 x 450	2
	Isolateurs à 3 éléments (suspendu horizontalement) Pince de renvoi	2
	Console de tête	2
	Isolateur en verre renforcé	1
	Petits accessoires (attache, boulon, plaquette galvan, rondelle)	1
		4
4. POTE	AT 104	
Code	MT-104 Elément	
		Quantité
	Crochet d'ancrage type queue de cochon 14 x 450	2
	Isolateurs à 3 éléments (suspendu horizontalement) Pince de renyoi	2
	Console de tête	2
	Isolateur en verre renforcé	1
	Petits accessoires (attache, boulon, plaquette galvan, rondelle)	1
	Ferrure de contrefichage en acier galvanisé	4
5. POTE	AU HAURANE 11 mètres EN ANGLE VERTIGALE	
Code	AU HAUBANE 11 mètres EN ANGLE VERTICALE (angle plus de 90°) MT-105	
	Elément	
	Crochet d'ancrage type queue de cochon 14 x 450	Quantité
	Isolateurs à 3 éléments (suspendu horizontalement)	2
	Pince de renvoi	2 2
	Console de tête	1
	Isolateur en verre renforcé	i i
	Petits accessoires (attache, boulon, plaquette galvan, rondelle)	4
6. POTE	AU SIMPLE 9mètres EN ALIGNEMENT DROIT (angle jusqu'à 10°)	
Code	B1-301	
<b>0</b>	Elément	
Quantité		
	Console de suspension	1
	Pince d'alignement	1
	Petits accessoires (attache, boulon, plaquette galvan, rondelle)	1
7. POTEA	U JUMELE 9mètres EN ALIGNEMENT DROIT (angle de 10° à 45°)	
Code	B1-302	
	Elément	Quantité
	Console de suspension Pince d'alignement	1
	. mss a diignemeni	1

## 13. TRANSFORMATEUR MONOPHASE EN ARRET + DERIVATION BT

Coupe-circuit à expulsion

Bras incliné bis

## Code MT-108 + BT-304

## Elément

#### Quantité

Crochet d'ancrage type queue de cochon 14 × 450	
Eclateur 3 éléments (suspendu horizontalement)	
Pince d'arrêt	
Console de tête	. !
Isolateur en verre renforcé	1
Petits accessoires (attache, boulon, plaquette galva, rondelle)	1
Console d'ancrage	8
Pince d'ancrage	
Console de suspension	1
Pince d'alignement	1
Parafoudre 27 KV	1
Transformateur monophasé	
Coupe-circuit à expulsion	1
Bras incliné bis	

## Special Technical Conditions (STC)

INTRODUCTION.

This specification aims to define the mode of execution of work to be done following the norms and approved standards, according to the documents of the Jobbing Order.

The choice of technological options for achieving the proposed work has the sole concern to ensure a better functionality of facilities in compliance with safety rules for the protection of property and persons.

It has been established as a guide to clarify and supplement the guidance of the estimate and drawings notwithstanding the terms of the Jobbing Order.

The technical specifications presented herein below define the hydro-geological waterworks and electromechanical engineering works that shall be For The Construction Of A Borehole equipped with manual pump at Fundong in Boyo 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: Subject

The following Technical Specifications Journal (TSJ) concern the works to be carried out The Construction Of A Borehole equipped with manual pump at Fundong in Boyo Division, North West Region; as well as the setting up of measures to sustain the equipped borehole.

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

#### Article 2: Contractor's role.

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

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

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

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

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

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

Subject to any approved modifications indicated in the project log book by the Supervising 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 Engineer who shall remain at his disposal of the Contractor for necessary information and inquiries through the duration of the project.

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

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

#### Article 3 - Work plan

The Contractor shall execute the work within a deadline of Four (04) months as from the date of notification of the service order to start work.

## Article 4 - Site selection and choice of Drilling Technique

#### 4.1- Site Selection:

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

Studies carried out on previous boreholes done in similar geological formations show that with the respect of minimum precautions during site selection, a success rate of 90% (minimum yield of 0,7m³/h after designing the borehole) is expected.

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

## 4.2- Choice of Drilling Technique:

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

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

Drilling through the loose formations may need the use of a drilling fluid which can be water or muddy water;

and of course the temporal use of PVC or metallic casing of diameter 175-195mm.

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

Studies on existing boreholes in the area reveal that the depth will be between 40m and 80m (for results average60m) therefore the drill pipes or rods should be available to attain this depth as on bill of quantities.

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

The borehole shall be equipped with a manual pump of the type SWN 80 or India mark II or Vergnet. The bodywork of the pump and its accessories should be composed of materials that are resistant to corrosive water and cannot be oxidised.

## CHAPTER II - DRILLING WORKS.

Article 5 - Drilling of Borehole

The borehole shall be drilled respecting the technical specifications outlined here and shall be accepted as productive (positive) if its yield is at least 0,5 m³/h (500l/h) and the water is potable after analyses.

## 5.1. Organization of the work-site

Considering the results obtained after previous drilling campaigns of boreholes in the area, an average depth of

seventy (70)m is proposed for the borehole.

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

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

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

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

## 5.2. Working Hours.

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

## 5.3. Equipments and Materials for execution

## 5.3.1 General conception of equipments and materials

The recommended equipment to be used in the drilling is **a motorised drilling rig up to 250m** and the materials to be used for the execution of the borehole should take into consideration the local milieu: the state of roads and accessibility, as well as the rate of execution stated above.

## 5.3.2. State of the equipments and materials

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

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

## 5.3.3. Description and specifications of the drilling rig.

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

#### The Drill

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

The drilling rig should have a capacity of attaining an average depth of 100meters with a boerhole diameter of:

- 121/4" (175-195mm) for rotary drilling with compressed air using tools and bits with water or mud,
- 6½" (165mm) for rotary destructive drilling with compressed air by using the down-the-hole hammer.

#### Other Equipments.

#### The Air Compressor:

This should be a high pressure compressor of air, of at least 5 m<sup>3</sup>/mn à 7 bars.

Sufficient Steel pipes, attaining an average depth of 100m.

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

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

Each drilling team should have a rapid means of communication.

## 5.3.4 The Conformity Visit.

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

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

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

## 5.4. Description of the Borehole.

## 5.4.1 The Method of execution of the Borehole.

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

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

except by special derogation, drilling with the down-the-hole hammer in the hard bedrock shall never be done
without the use of the temporal PVC or steel casing, at the levels of the loose or unconsolidated weathered
formations,

· the drilling through the loose nonconsolidated sections of the weathered rocks may require the use of water or muddy water or mud. The substances used should have a composition that would not seal the productive layers and should be biodegradable.

5.4.2 Sampling.

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

## 5.4.3 Characteristics of the Borehole.

The principal characteristics of the borehole are summarized as follows:

## Borehole in the hard bedrock:

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

#### 5.5. Borehole Design.

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

In all the cases, the productive borehole shall be designed all through the length of the catchment zone PVC casing of diameter110/125 mm, of which the characteristics are specified further below in this file.

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

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

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

On top of the gravel pack filter, a clayey seal of 1meter thick shall be put in place, it has as goal to prevent the pollution of the borehole by superficial waters.

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

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

#### 5.6. Development

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

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

Development shall continue until clean water with no residual sand grains nor clay particles is observed. The Contractor should control the yield in sand grains of the water, by applying the Method of observing sand deposit in a10litres bucket of water and of which the diameter should not be greater than 1cm at the end of development.

The average time for development shall be 4 hours.

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

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

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

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

- 10% for the yields.
- 1cm for the water level.
- 5cm for the measurements of depth.

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

#### 5.7.1 Pumping Test.

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

#### 5.7.2 Superstructures

The Contractor shall have to construct the following superstructures:

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

A model plan shall be available. The superstructures would, however, be constructed on the basis of detailed plans that are convenient for the type of manual pump which shall be accepted by the Contract Engineer. The bidder ought to enclose these detailed plans in his bid. The concrete ought to have a composition of 350kg of cement per m³ and after 28 days have a resistance of 28 kN/cm<sup>2</sup>, it shall be reinforced with welded iron rods forming a grid of 150mm (diameter of the rods being 5mm). Provision must be made for clean aggregate, gravel and sand, as well as non corrosive water. The set-up shall be completed by the construction of:

- A half-wall surrounding the ditch of dimension: I=3m, w=3m and h=1,2m; which shall be painted with oil paint or covered with tiles. It shall have an entrance which shall be equipped with a metallic gate of height 1,2m and width 1m. This gate shall be painted with a different color from that on the half-wall.
- The drainage system: a plughole or drain (with a grid capable of retaining solid particles) that leads to a concrete sewer manhole (0,5mx0,5mx0,5m) where resistant solid matter settles; and water flows into a

buried PVC pipe of Ø for a distance of at least 8m and then empties itself into a soakaway pit of dimension 1m x 1m x 1m (completely filled with stones). This soakaway pit shall have a concrete slab as cover of thickness 10cm.

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

5.7.3 Water Analyses.

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

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

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

#### 5.8. Control of the Works.

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

5.8.1 Worksite logbook.

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

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

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

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

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

5.8.2 Control and supervision

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

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

## 5.9. Origin and quality of materials

## 5.9.1 General dispositions.

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

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

## 5.9.2 Characteristics of the casing and screen.

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

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

The tubes should have the garanti of being resistant to all the stress manipulations during their installation and during pumping. The PVC shall be composed of matter that cannot dissolve in water and modify its quality. The slot openings of the screen shall be done mechanically in the manufacturer's factory. The slot openings shall have a diameter of less than 1mm. The percentage of openings shall not be less than 2% of the total surface area of the PVC tube.

#### 5.9.3 Cement

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

#### 5.9.4 Gravel

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

#### 5.10. Technical File.

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

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

Article 6: Guarantee of works

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

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

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

Article 7 - Origin and quality of materials and equipments

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

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

Article 11: Conditions for the Final reception

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

## CHAPTER IV: ORIGIN AND QUALITY OF GEOMATERIALS AND CEMENT.

Article 12: Quality and Quantity of Geomaterials.

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

Article 13: Origin and Quality of Sand

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

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

Article 14: Origin and Quality of Gravel.

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

Article 15: Origin and Quality of Stones

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

Article 16: Origin and Quality of Cement

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

#### **CHAPTER V: CONCRETE WORKS**

## Article 17: Preparation of Concrete

Concrete works shall be of three (3) kinds:

- Mass concrete for foundations works; it shall be a mixture of 250kg of cement per m³ of sand and of appropriate thickness.
- ii) Re-enforced concrete for floor and roof slabs and slab covers for storage tanks, valve chambers and interruption chambers; it shall be a mixture of 350kg of cement per m³ of sand and shall be of appropriate thickness.
- iii) Mass concrete for catchment's works; it shall be a mixture of 400kg of cement per m³ of sand.

#### CHAPTER VI: METHOD OF EXECUTION

#### Article 18: General Information

#### 18.1 Security at the Work Site

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

#### 18.2 Traffic

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

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

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

#### Article 19: Stone Masonry

Stone masonry shall be aesthetical and in accordance with structure type and civil engineering rules.

Binding mortar shall be a mixture of 400kg of cement per m³ of sand, no grain of which shall have a dimension exceeding 4mm.

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

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

#### Article 20: Pointing and Plastering

20.1 Pointing

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

20.2 Plastering

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

#### Article 21: Plumbing Works

By plumbing works include:

i) Laying of pipes in the trenches

ii) Construction and installation of chambers for air valves, washouts and control valves

iii) Installation of branch lines right up to the last plastic before the standpipes.

#### 21.1 Pipe Specifications

Pipes should meet the physical characteristics presented in table1 below:

Table 1: Physical Characteristics of pipes

Internal Ø & external Ø		Thickness (m	nm)	Socket length	Nominal service	Length of pipe (m)
(mm)	Minimum	Nominal	Maximum	(mm)	pressure (bars)	2
21x25	1.9	2.0	2.3	28	10	6
28x32	1.9	2.0	2.3	32	6	6
26.8x32	2.4	2.6	2.9	32	10	6
35x40	2.3	2.5	2.8	40	6	6
33.6x40	3.0	3.2	3.5	40	10	6
43.6x50	3.0	3.2	3.5	50	6	6
42x50	3.7	4.0	4.3	50	10	6
56.6x63	3.0	3.2	3.5	63	6	6
53x63	4.7	5.0	5.4	63	10	6
68.6x75	3.0	3.2	3.5	75	6	6
66.6x75	3.8	4.2	4.5	75	10	6
63.2x75	5.5	5.9	6.3	75	10	6
80.6x90	4.3	4.7	5.0	90	6	6

#### **Tolerances**

Ovalization: ± 1mm

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

21.1.1 Control Tests for Pipes

i) Length

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

#### ii) External Diameter

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

#### iii) Thickness

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

Table II: Thickness Verification

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

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

#### iv) Socket length

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

#### v) Shrinkage cracks

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

#### vi) Internal Pressure

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

#### vii) Impact

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

Table III: Impact Test Schedule

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

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

viii) Labels

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

The Contractor shall furnish the Supervising Engineer with information (name, address, phone, etc) on the

factory being used to procure pipes for any project.

The Contractor shall present to the Supervising Engineer a guarantee certificate from the factory of origin ascertaining that the pipes meet the required standards as described in the forgoing sections. The Contractor shall arrange for free access to the factory for the Supervising Engineer to enable him request, as required, for all factory tests described in the aforementioned sections to be carried out by the manufacturer.

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

**Fittings Specifications** 

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

these specifications.

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

TABLE IV: SPECIFICATIONS FOR FITTINGS

Desc	ription of Goods
ADAI	PTOR UNION 25-3/4"
ADAI	PTOR UNION 32-1"
ADAI	PTOR UNION 40-1 1/4"
ADA	PTOR UNION 50-1 -½"
ADA	PTOR UNION 63-2"
ADA	PTOR UNION 75-2½"
AIR '	VALVES
BALI	_ VALVE 1 ½"
BALI	L VALVE 2"
DEC	VALVE 03/4"
DEC	VALVE 1 1/4"
	VALVE 1½"
DEC	VALVE 2"
	VALVE 2½"
	OW 03/4"
	OW 1 1/4"
ELB	OW 1 ½"
	OW 2"
111111	OW 2 1/2"
	AT VALVE 63
	PIPE 03/4"
	PIPE 1"
	PIPE 1¼"
	PIPE 1½"
	PIPE 2"
	PIPE 2½"
	SOCKET 03/4"
	SOCKET 11/4"
G.I	SOCKET 1½"

Description of Goods	
NIPPLE 2"	
NIPPLE 2½"	
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"-¾"	
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 03/4"	
UNION 03/4"	

G.I SOCKET 2"
G.I TEE 1"
G.I TEE 11/4"
G.I TEE 11/2"
G.I TEE 2"
G.I TEE 2½
NIPPLE 0¾"
NIPPLE 1"
NIPPLE 11/4"
NIPPLE 1½"

UNION 1"	
UNION 1 1/4"	
UNION 1 ½"	
UNION 2 "	
UNION 21/2"	
NON RETURN VALVE 2"	
GEBAJOINT	
GLUE 1 kg	
HERM (ROLL)	
SAND PAPER ( ml)	

#### Article 22: Piping

#### 22.1 Description

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

#### 22.2 Care/Laying of Pipes

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

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

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

Only skilled plumbers shall be employed on any plumbing work.

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

#### **CHAPTER VII: CONSTRUCTION METHODS**

## Article 23: Setting out of Works

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

#### Article 24: Excavation of Trenches

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

#### Article 25: Backfill

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

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

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

# DOCUMENT N°. 06 UNIT PRICE SCHEDULE

UNIT PRICE SCHEDULE FOR THE CONSTRUCTION OF BOREHOLE EQUIPPED WITH MANUAL PUMP AT FUNDONG CENTRE IN FUNDONG SUB DIVISION , BOYO DIVISION , NORTH WEST REGION.

N°	Désignation	Unit	Qty	P.U.	P.T.
100	SITE INSTALLAT				
101	Site selection : Hydrogeologic, geophysical studies and implantation	U	1		
102	Mobilization: Transportation of materiel and equipment	U	1		
	SUB-TOTAL SITE INSTALLATION				
200	DRILLING WOR	KS			
201	Installation and Withdrawal of drilling rig and other equipments	U	1		
202	Air Rotary Drilling of Ø 9"7/8 in unconsolidated loose formations	ml	25		
203	Installation and removal of temporal PVC or metallic casing of Ø 175-195mm	ml	25		
204	Air Rotary and Percussion Drilling with the down-the -hole hammer of Ø 6" ½ to 6" ¾) in hard rock	ml	35		
	SUB-TOTAL DRILLING WORKS	1/2	and the state of t		
300	DESIGN, CLEANING, DEVELOPMEN	IT AND	PUMPING	G TEST	
301	Supply and installation of PVC casing of Ø 112 – 125mm	ml	42		1
302	Supply and installation of PVC screen of Ø 112 – 125mm with slot openings of Ø ≤2mm	ml	18		
303	Supply and putting in place of a gravel pack of a quartzeous nature and calibrated: (1 - 2mm) or (2-4mm)	m³	1	= 11	2 90
304	Putting in place of the borehole cap	U	1		
305	Cleaning and development of the borehole by the air lift method	U	1		
306	Pumping test	U	1		
307	Sampling and physico-chemical Analysis of water from the borehole	U	1		65
308	Disinfection of the borehole	U	1		
-	SUB-TOTAL DESIGN, CLEANING, DEVELOPMENT AN	ID PUM	PING TES	ST	
400	SUPERSTRUCTURE AND MANUAL				
401	Construction of a pump stand followed by "margelle, anti bourbier, regard de visite" etc.	m²	1		
402	Supply and installation of a manual pump of the type: India Mark II, Vergnet, SWN, AFRIPUMP sold by one of Suppliers authorized by MINEE.	U	1		
403	Construction of a soak away pit with a concrete slab + a drainage network (made of a buried PVC pipe) of length 8m + the Supply and installation of a chain and padlock for the pump.	U	1		

404	Half wall in 40x15x20 cm block built in PC 250kg/m³ with tiles at entrance + Metallic gate of dimension 3mx3mx1, 2m painted with oil paint (blue colour).	U	1	
	SUB-TOTAL SUPERSTRUCTURE AND MANUAL PUR	AP INSTA	LLATION	
500	TRAINING ON MAINTENANCE	AND OF	PERATION	
501	Training of 02 Caretakers of the pump	U	2	
502	Planting of Grass and flowers	LS	1	
Supply and putting in place of a tool box for reparation and maintenance operations of the pump.  Supply and putting in place of a tool box for reparation and maintenance operations of the pump.				
SUB-	TOTAL SUPERSTRUCTURE AND MANUAL PUMP INSTALLA	TION		
600-	AUTRES PRESTATIONS			
601	Final report of completed works and drawings(plan de recollement)	U	1	
	SUB-TOTAL 600			
	TOTAL AMOUNT WITHOUT TAXES			
	VAT (19.25%)			
	AIR (2.2%)			
	TOTAL AMOUNT WITH TAXES			S SHEET STATE
	NET AMOUNT TO BE PAID			

# BILL OF QUANTITIES AND COST ESTIMATES FOR THE CONSTRUCTION OF BOREHOLE EQUIPPED WITH MANUAL PUMP AT FUNDONG CENTRE IN FUNDONG SUB DIVISION, BOYO DIVISION, NORTH WEST REGION.

N°	Désignation	Unit	Qty	P.U.	P.T.
100	SITE INSTALLAT				
101	Site selection : Hydrogeologic, geophysical studies and implantation	U	1		
102	Mobilization: Transportation of materiel and equipment	U	1		
	SUB-TOTAL SITE INSTALLATION				
200	DRILLING WOR	KS			
201	Installation and Withdrawal of drilling rig and other equipments U 1				
202	Air Rotary Drilling of Ø 9"7/8 in unconsolidated loose formations	ml	25		
203	Installation and removal of temporal PVC or metallic casing of Ø 175-195mm	ml	25		
204	Air Rotary and Percussion Drilling with the down-the –hole hammer of Ø 6" ½ to 6" ¾) in hard rock		35		
	SUB-TOTAL DRILLING WORKS				
300	DESIGN, CLEANING, DEVELOPMEN	T AND F	PUMPING	TEST	
301	Supply and installation of PVC casing of Ø 112 – 125mm		42		
302	Supply and installation of PVC screen of Ø 112 – 125mm with slot openings of Ø ≤2mm	ml	18		

303	Supply and putting in place of a gravel pack of a quartzeous nature and calibrated: (1 - 2mm) or (2-4mm)	m³	1		
304	Putting in place of the borehole cap	U	1		Van de la companya de
305	Cleaning and development of the borehole by the air lift method	U	1		
306	Pumping test	U	1		
307	Sampling and physico-chemical Analysis of water from the borehole	U	1		
308	Disinfection of the borehole	U	1		
000	SUB-TOTAL DESIGN, CLEANING, DEVELOPMENT AN	D PUMP	ING TES	ST	
400	SUPERSTRUCTURE AND MANUAL				
401	Construction of a pump stand followed by "margelle, anti bourbier, regard de visite" etc.	m²	1		-
402	Supply and installation of a manual pump of the type: India Mark II, Vergnet, SWN, AFRIPUMP sold by one of Suppliers authorized by MINEE.	U	1	_	JM - 00 T
403	Construction of a soak away pit with a concrete slab + a drainage network (made of a buried PVC pipe) of length 8m + the Supply and installation of a chain and padlock for the pump.	U	1		
404	Half wall in 40x15x20 cm block built in PC 250kg/m³ with tiles at entrance + Metallic gate of dimension 3mx3mx1, 2m painted with oil paint (blue colour).	U	1	¥1	
	SUB-TOTAL SUPERSTRUCTURE AND MANUAL PUN	MP INST.	ALLATIO	N	222
500	TRAINING ON MAINTENANCE				
501	Training of 02 Caretakers of the pump	U	2		
502	18 A	LS	1		
503	Supply and putting in place of a tool box for reparation and maintenance operations of the pump.	FF	1		-
SUF	- TOTAL SUPERSTRUCTURE AND MANUAL PUMP INSTALLA	ATION			
600-					
601	Final report of completed works and drawings(plan de recollement)	U	1		
	SUB-TOTAL 600	T.			
	TOTAL AMOUNT WITHOUT TAXES				
	VAT (19.25%)				
	AIR (2.2%)				
	TOTAL AMOUNT WITH TAXES		- X M L		
	NET AMOUNT TO BE PAID				

THIS BILL	S CLOSED AT	(AL	L TAX	INCLUSIV
THIS BILL	S CLUSED AT	\/L		HIOLOGIV

# **DOCUMENT N°. 7**FRAMEWORK OF SUB-DETAIL OF PRICES

No	Daily out put		Total quantity	Unit	Duration of activity
	Category	No	Daily wage	Days break up	Amount
읖					
WORKMAN SHIP					
XKM,					
WOF					
	TOTAL A				
EQUIPMENT/MECHINES	Туре	No	Daily rate	Days break up	Amount
/EC					
N N					
PME					
IN O	TOTAL B				
	Туре	0			
SNC	.,,,,,	Unit	Unit cost	Quantity	Amount
AN					
SEE					
WIS WIS					
MATERIAL AND MISCELLANOUS					
KIAL					
AIE					
Σ	TOTAL C				
)	DIRECT TOTAL COST	I	A+B+C		
	GENERAL SITE EXPENESES		Dx%		
n ( 25	GENERAL OFFICE EXPENSES		Dx%		
ì	NET COST			D+E+F	
	RISK + BENEFITS		Gx%		
	TOTAL COST (HT)			G+H	
))) 	UNIT COST (HT)			P/Q'TY	

#### Document No. 8 **Model contract**

REPUBLIQUE DU CAMEROUN Paix - Travail - Patrie MINISTÈRE DE DÉCENTRALISATION ET DU DÉVELOPPEMENT LOCAL REGION DU NORD-OUEST DEPARTEMENT DE BOYO SANTONE DE FU COMMUNE DE FUNDONG COMMISSION INTERNE DE PASSATION DES MARCHES

REPUBLIC OF CAMEROON Peace - Work - Fatherland

MINISTRY OF DECENTRALISATION AND LOCAL **DEVELOPMENT** 

NORTH-WEST REGION

**BOYO DIVISION** 

FUNDONG COUNCIL

FUNDONG COUNCIL INTERNAL TENDERS BOARD

JOBBING O	RDER No	/JO/MIN	DDEVEL/FC/F	CITB/2025 OF_		2025
Awarded	following <b>OPE</b>		INVITATION	TO TENDER BY	/ EMERGI	ENCY
		L/ FUNDON	G COUNCIL /	FCITB /2025, OF		
				PPED WITH MAI BOYO DIVISION		
			REGION.			
Project Owner						
HOLDER	: [in	dicate name ar	nd full address of	holder]		7. 5
P.O. Box	, <u>Tel:</u>	<u>Fax</u> :				
Business Registra Taxpayer's Nº	ntion Nº	at				
	: Execution of _ _; Network		_works;			
	NG Region: NC					
AMOUNT IN CFA	F:	* The Table of the Commission				
	THT					
	TTTC					
	VAT (19.25%) AIR (5.5%) or (2	.2%)				
	NET PAYABLE	17. 				

FINANCING BUDGET HEAD Between:	: BIP MINEDUB :	
The Government of referred to the "Cont		esented by hereinafter
On the one hand,		
And	(enterprise)	
P.O. Box1	el:Fax:	
Business Registratio	n Nº	
Taxpayer's Nº		
Represented by M _ "Contractor"	, its General	Manager, hereinafter referred to as the
On the other hand,		
Agree on the following	g:	

### Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Bill of Quantities and Estimates

PAGEAND LAST OF JOBBING ORDER NO _/_/JO/ SG/MINDEVELNWR/BOYO/FC OF/_2025 AWARDED  OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE  No3_/ONIT/MINDDEVEL/ FUNDONG COUNCIL /FCITB /2025, OF _/3_/ \inv_/2025 FOR THE CONSTRUCTION OF BOREHOLE EQUIPPED WITH MANUAL PUMP AT
FUNDONG CENTER IN THE FUNDONG MUNICIPALITY, BOYO DIVISION.  With
EXECUTION DEADLINE () months
Amount of contract in CFA F:
THT TTTC  VAT (19.25%)  AIR (5.5%) or (2.2%)  NET PAYABLE
Read and accepted by the contractor
(Place of signature)(date)
Signature of Contracting Authority
(Place of signature)(date)
Registration

# DOCUMENT No. 9 MODEL FORMS APPLICABLE

#### FORM N° 1: DECLARATION OF THE INTENTION TO TENDER

#### **COMPANY'S LETTER HEAD**

### **DECLARATION OF THE INTENTION TO TENDER**

	Fiscal stamp
I, the undersigned Mr,	1500
Nationality	
Function	
 In my capacity as General Manager of P.O. BOX	TEL:
Hereby acknowledge receipt of the file for Tender Notice	
N° of	
Concerning the	
And hereby declare my intention to tender for the said project.	
Done at On the	
General Manager	

### FORM N° 01

### THE MODEL TENDER LETTER

I (We) the undersigned	
Acting in the capacity of In the name and on be	ehalf of
vested in me (us), resident at	virtue of the powe, telephone No to the Invitation to point of view and cution of the job,
, in keeping with the terms and conditions of the tender file in resof	turn for the sun
I commit myself (we commit ourselves) if my (our) tender is retained, to ex within three (03) months as from the date of notification of the award of contract	ecute the contract
I hereby commit myself (we hereby commit ourselves) to maintain the antender for a period of sixty (60) days with effect from the deadline for submission	nount of my (our)
I (we) hereby request that the amounts due by the Contracting Authority be the national currency (FCFA) in account No Opened of, in the records of (Bank) at	naid to me (us) in
Enclosed with this tender are:	
<ul> <li>The price list and the detailed estimates duly filled, dated and signed</li> <li>Other documents which in keeping with the requirements of the Te enclosed with the tender letter.</li> </ul>	nder file must be
Done at , on	Fiscal stamp
Bidder(s)	
For companies, indicate:	1500
The company (company or trade name, form, nationality and registered office)	
represented by the undersigned» (Name, first nar	me and status)
For companies without a legal status, indicate:	no ana statusj
We, the undersigned,	»
For each person: name, first name, company name, nationality, location of the	
Constituted in a group of companies for the execution of this contract, jointly comments	

### FORM N° 02 THE MODEL SURETY BOND

	Bank
	Reference of guarantee: No
To : THE MAYOR OF FUNDONG COUNCIL	
Invitation to Tender No	
BID BOND FOR	
The Contractor (5)	hereby submits on to the Mayor of
with the conditions stated in the Tender file, the bid the capacity of Contracting Authority,	der shall present to the Mayor of Fundong Council acting in a bid bond amounting to CFA Francs
By this guarantee, we the undersigned,(7), are committed towards the of CFA France figures).	( III words).
D this amount of the irrovocably commit oursely	nount of the guarantee at the first written request, as soon as
The request for payment of guarantee shall be could be used to be a support of the support of th	intersigned by the Mayor of Fundong Council. This guarantee xpiration of the validity of the tender or, in case the company of the performance bond which shall be kept by the MAYOR
The laws as well as the jurisdiction of application for	or the guarantee shall be those of the Republic of Cameroon.
	Done at, on
	Mr(Messrs)
	Signature(s) & stamps
<ul><li>(5) Bidder</li><li>(6) Stated in the Special regulations governing the</li><li>(7) Bank</li></ul>	invitation to tender

### FORM N° 03 MODEL BID BOND

Whereas	(Hereafter called the "the
bidder") has submitted his bids dated	Here in after called "the bid")
KNOW YE ALL PEOPLE by the presence that WE	
, having our registered office at	hereinafter called "the Bank",
are bound onto the Mayor of Fundong Council (hereinafter call for which payment will Authority, the bank binds itself, its successors, and assigns by the completing the jobs as stipulated in the contract.	led "the Contracting Authority) in the sum of I and truly be made to the said Contracting the present if our client refuses or incapable of
We undertake to pay the Contracting Authority up to the above an without the Contracting Authority having to substantiate his demand Authority will note that the amount claimed by him is due to him, of two conditions, specifying the occurred condition or conditions	d, provided that in his demand the Contracting
This guarantee will remain in force up to and including Any demand in respect thereof should reach the bank not later than	( ) days after the period of bid validity.  the above date.
Sealed with the common seal of the said bank thisday of	

SIGNATURE OF BANK AUTHORITY

# FORM N° 04 THE MODEL PERFORMANCE BOND (RETENTION BOND)

Bank
Reference of guarantee: No
To: THE MAYOR OF FUNDONG COUNCI REPUBLIC OF CAMEROON
Invitation to Tender No.
PERFORMANCE BOND FOR
We
, acting as contractor FOR
In compliance with the provisions of Contract N°, the contractor is bound to present to the <b>Mayor of Fundong Council, Contracting Authority</b> , a performance bond for the execution of work, covering security, commitments and other obligations incumbent on the contractor under the contract, worth 3% of the amount of the contract all taxes inclusive, i.e. CFA Francs
We,
The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification with confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for his request. This letter shall be countersigned by the <b>Mayor of Fundong Council</b> . The bank guarantee shall take effect as from the date of notification of the contract. The original of this guarantee shall be kept by the Mayor of Fundong Council.
The guarantee shall be released within sixty (60) days with effect from the date of provisional acceptance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.
The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.
Done at, on
Mr (Messrs)
Signature(s) & stamps

### FORM N° 05

# MODEL BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE

Bank	
Reference of guarantee No	
To: THE MAYOR OF FUNDONG COUNCIL	
Republic of Cameroon	
Invitation to Tender No	
BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE RELATING TO THE CONSTRUCTION WORKS	
We	
In compliance with the provisions of Article	to
We,	nin
The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification wi confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for h request. This letter shall be countersigned by the <b>Mayor of Fundong Council</b>	th
The bank guarantee shall take effect as from the date of payment of the start-off advance. The original of this guarantee shall be kept by the Fundong Council Tenders Board. The guarantee shall be released upon refund the full amount of the advance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.	of
The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.	
Done at on	
Mr (Messrs)	
Signature(s) & stamps	

# FORM N° 06 THE MODEL UNDERTAKING BY THE BIDDER

Name of project
Re-Construction of Fundong Council Grandstand (Lot 1) and the embellishment of the Funding Council premises in Fundong Municipality (Lot 2)
I (We) the undersigned (8)
Acting in the capacity of (9)
conditions of the tender file.
I commit myself (We commit ourselves) in case my (our) tender is retained, to execute the contract within
I hereby commit myself (We hereby commit ourselves) to maintain the amount of my (our) tender for a period of sixty (60) days with effect from the deadline for submission of bids.
Done at, on
Signature(s)
Bidder(s)
For companies, indicate:
The company (company or trade name, form, nationality and registered office)
« Represented by the undersigned » (name, first name and status)
For companies without a legal status, indicate:
« We, the undersigned, »
(For each person: name, first name, company name, nationality, location of the registered office) « Constituted in a group of companies for the execution of this contract, jointly commit ourselves »
(8) Name, first name, profession, residence
(9) Position in the company
(10) Company name

# FORM N° 7 MODEL OF COMMITMENT OF AVAILABILITY

### To Whom It May Concern:

Subject: COMMITMENT OF AVAILBILITY.

I the undersigned, a
(specify diploma or certificate) and holder of National Identity Card No.
issued on at Tel
is committed and available to work as (specify post to
be occupied) with(name of company) if awarded the contract
for (indicate the name of project) Boyo Division of the North
West Region. This is in response to Tender No
Done in the
Sign;
Certified at On the By
REMARK- This form shall be certified by the National Security Service (i.e. Police officer or Commissioner)

# DOCUMENT N°11: ANNEXES ANNEX N° 01 THE MODEL CURRICULUM VITAE

Languages Spoken   Level   Very good   Good   Average   Poor	lationalityevel of education					
Written		Lovel	Very good	Good	Average	Poor
Read   Spoken   Spo	Languages Spoken	2	very good	0000	7	
Spoken   Written   Read   Spoken   Sp						
Written	ENGLISH	Read				
Read   Spoken   Spo		Spoken				
Spoken   S	the state of the s	Written				•
LOCAL LANGUAGE OF THE AREA OF THE PROJECT  Read Spoken  Training school:  Date of admission:  Date of graduation:  Diploma obtained:  Specific knowledge: Publication, research work  Date of start of service:  Nature of service rendered:  Number of years of service  Number of years in the company:	FRENCH	Read				
OF THE AREA OF THE PROJECT  Read  Spoken  Training school:  Date of admission:  Date of graduation:  Diploma obtained:  Specific knowledge: Publication, research work  Date of start of service:  Nature of service rendered:  Number of years of service  Number of years in the company  Late of the AREA OF Read  Spoken  Date of admission:  Date of start of service:  Number of years of service  Number of years in the company  Late of the AREA OF Read  Spoken		Spoken				
THE PROJECT    Spoken	LOCAL LANGUAGE	Written				
Training school:		Read				
Training school:  Date of admission :  Date of graduation:  Diploma obtained:  Specific knowledge: Publication, research work  Date of start of service:  Nature of service rendered:  Number of years of service :	THE PROJECT	Spoken				
Date of graduation:						
Date of graduation:	Training school:					
Diploma obtained:Date						
Specific knowledge: Publication, research work  Date of start of service:  Nature of service rendered:  Number of years of service :  Number of years in the company :	Date of graduation:					
Date of start of service:	Diploma obtained:	-	Date	e	- A	
Nature of service rendered:	Specific knowledge: Publica	tion, research v	work			
Number of years of service :	Date of start of service:					
Number of years in the company :						
Number of years in the company :  Date of start of service in the company :	Number of years of service			Y		
Date of start of service in the company :	Number of years in the com	pany :				
	Date of start of service in th	e company :_				

- (\*) Work attestations issued by the various employers shall be enclosed with this curriculum vitae which shall be signed.
  - The curriculum vitae shall highlight the importance of projects in which the personnel has worked and the position he actually held in the said projects.

# ANNEX N° 02 THE MODEL PROFESSIONAL REFERENCES

N°	Year	Project	Name of Client, Address and Contactable telephone N°	Budgeted Project amount	Contract amount	Period of the contract	Acceptance date
1			* A.				
2							

NB: For each	contract named	in the above	list, ar	e attached	the following:
--------------	----------------	--------------	----------	------------	----------------

- Photocopy of first and last pages of the contract,
- Photocopy of provisional acceptance report and of final acceptance (as the case may be).

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

### ANNEX Nº 03

### **MODEL EQUIPMENT LIST**

SN	DESIGNATION Description & frame (chassis) number	MARK (& HORSE POWER if vehicle)	REGISTRATION NUMBER (If vehicle)	QUANTITY	STATUS (Hired or owned)
1					
2					
3			, , 4		(M)
etc					
I the u	ındersigned,	14		holder of I	National Identity
	N∘i				
	or of this Company of				
	nation is correct and comr				
	time requested. As well				
phase	e at any given moment re	equired or req	uested by the Author	orities in charge	e of the project I
	ndering for.				300 30 <b>000</b> 0 10
Rema	ark- For equipment I w	ill take on	hire I hereby atta	ached to this	form certified
attest	tations (lease docume	nts) of com	mitment between	I and the O	wner(s) of the
equip	oment(s).				· 9
	Done	on	, at		

Signed

### ANNEX N° 04

### **KEY STAFF**

DESCRIPTION	NAME	QUALIFICATION	EXPERIENCE	FUNCTION
* ** *				
ADMINISTRATIVE -				
AND TECHNICAL				
STAFF ON SITE				
THE SHOP I				
SUPPORT STAFF				

### ANNEX N° 05 MODEL OF SUB- DETAIL OF UNIT PRICE

esignation of Wor	Daily output		Total Qu	uantity	Duration (days)
(S)	/ day				
	Category	Number	Daily Salary	Days paid	Amount
	Site engineer				
	Site foreman				
	Team chiefs				
	Administrative staff				
	Driver				
	Specialised Technicians				
	Labourers				
	Store keeper				
	Store keeper				
	Tatal A				
WORKMANSHIP	Total A Type	Quantity	Daily rate	Days paid	Amount
WORLDING III					
	Pickup for follow-up				7
	Small equipment				
	Total B				A
	Туре	Quantity	Unit Price	Consumption	Amour
	*				
	*				
	*				
	Total C				
D	TOTAL DRY PRICE A+B+C				
Е	General site expenses		X%	D x X%	
F	General head office expenses		Y%	D x Y%	1
G	TOTALCOST PRICE			D+E+F	
Н	Risks + benefits		Z%	G x Z%	
P	TOTAL COST PRICE WITHOUT TAX	KES		G+H	
٧	SELLING UNIT PRICE WITHOUT TA			P/QTE	

# ANNEX N° 06 MODEL OF SITE VISIT REPORT [ not more than five (05) pages]

I) INTRODUCTION
TENDER Nº (with project title)
NAME OF COMPANY
II-2) Accessibility to the project site:
II-3) Vegetation (trees, shrubs etc)
II-4) Topography of the site
NB: ATTACHED TO THIS REPORT ARE PICTURES SHOWING ME ON THE SITE AND SO JUSTIFY MY COMMENTARY ABOVE
II) AVAILABILITY OF SERVICES (water, electricity, etc)
IV) AVAILABILITY OF CONSTRUCTION MATERIALS (stones, sand, gravel, wood etc)
V)DIFFICULTIES:
V) CONCLUSION.
SIGNATURES:
Signature, name and stamp of Contractor's Engineer

Technical Director, of Enterprise

or

#### ANNEX N° 07 **EVALUATION GRID**

CONSTRUCTION OF BOREHOLE EQUIPPED WITH MANUAL PUMP AT FUNDONG CENTER IN FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION.

ADMINISTRATIVE DOCUMENTS.

INISTTRATIVE DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender, written by the bidder, stamped with the tariff in force
A.2	Purchase receipt of Tender File issued by a Fundong council treasury in the amount of 20.000 (twenty Thousand francs) as stipulated in the Tender Notice.
A.3	A bid bond <b>Two hundred thousand (200.000) FCFA francs</b> issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.4	Certified Copy of the Business Registration, not more than three months old.
A.5	Business License (photocopy certified by the Chief of Centre of Taxes, not more than three months).
A.6	Certified Copy of a valid taxpayer's card, delivered by the Chief of Centre of Taxes, valid dated at most three
A.7	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, industry
A.8	Attestation of bank account of the bidder, issued by a first rate-bank approved by the willistry in charge of
A.9	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (Arthur) and should be valid for at least three months
A.10	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund and should be valid for the tender concerned; the attestation should be less than three months old.
A.11	Attestation of site visit dated and signed by the Contractors or their representatives (the bidder must under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposal (consistency of work and execution plans).
A.12	CCAP completed and initialled on all the pages and signed, stamped and dated on the last page.
A.13	Power of attorney where necessary

The absence or the nonconformity of one of these documents shall result in the elimination of the bid. However, the bidder shave shall have a period of 48hour to comply. This role shall not be applied to bid bond

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

B.1 G	eneral presentation of the bids		
Table of	content page		
Coloure	d page separators ation of documents in the order given in this Tender File		
Present	f the documents presented		
Clarity C	of binding (Spiral binding /slotting with transparent fly leaf on the front cover)		4
Quality	A desi-intentive and Technical conditions present		
Special B.2	LICT OF DECEDENCES OF THE ENTERPRISE IN SIMILAR JUDS		
B.2.1	List of references of the enterprise in similar jobs of at least 4,500,000 FCFA justified by signed conpages) and minutes of reception or attestation of clearances for works executed. (minutes of final repast years for up to 2021)  Minimum acceptable: 02 Contracts realized in the domain for over the last 05 years	ception wi	tnin the
	1st Reference		4
	2 <sup>nd</sup> reference	huo rofor	nces
B: Final Ac	ceptance for 2020 - 2024 and provisional Acceptance for 2020- 2024 should be presented for the t	WO TELET	ilicos.
B.3	QUALIFICATION AND EXPERIENCE OF THE TECHNICAL STAFF		Albert State
B.3.1	01- works supervisor		Т
	Qualification of the works supervisor: Civil Engineer or Senior Civil Engineering Technician		-
	Professional experience in the domain of civil engineering of at least three (03) years for Civil Engineer and three (03) years for Senior Civil Engineering Technician		2
	> CV signed and dated by the supervisor,		
	A certified copy of the technical diploma		
3	> An Attestation of presentation of original of the technical diploma		

B.3.2	02 - Site foreman (at least Basic Civil Engineering Technician)	
	least three years' experience in the domain of Civil Constructions and other works	
16	Professional experience of the Site foreman in the domain of Civil Engineering and other works for at least three (03) years	
•	> CV signed and dated by the foreman,	-
	<ul> <li>A certified copy of the technical diploma</li> <li>An attestation of availability signed and dated by the foreman</li> <li>Certified copy of ID card signed and dated by the Police</li> </ul>	
B.3.3	03- Other personnel	
	<ul> <li>D 02 (two) bricklayers with at least GCE O/L Technical in Building construction or its equivalent(CAP Maçonnerie) and with 3 years professional experience in the domain of Civil construction and similar works. Certified copy of their certificate and NIC should be included (CVs signed and dated by the candidates)</li> <li>D 1 (One) Carpenter with at least GCE O/L Technical in wood works or its equivalent (CAP Menuiserie) with 3 years professional experience in the domain of Civil construction and similar works. Certified copy of their certificate and NIC should be included (CVs signed and dated by the candidates)</li> <li>D 1 (One) Electrician with 3 years professional experience in the domain of Civil construction and similar works</li> </ul>	
B.4	TECHNICAL PROPOSALO	
B.4.2	Organigram of the project (Specify names of the personnel handling the various functions)	
B.4.3	Work schedule	
B.4.5	Quality control method	
B.4.7	Environmental impact notice obtained from the council (To be submitted only by the winner, after publication of results)	
B.4.8	Security and safety at the site	
B.4.9	Duration of execution in respect with the Tender File	
B.5	LOGISTICS (Equipment put aside for this project)	
B.5.1	Proof of ownership or rental of a pick-up or other vans	
B.5.2	List of small tools and prove of ownership	
	FINANCIAL CAPACITY	
B.6		
<b>B.6</b> B.6.1	An attestation of financial capacity of at least 25% of the project amount (solvency) of the enterprise issued by a 1st class bank in Cameroon and approved by the Ministry of Finance and	
	An attestation of financial capacity of at least 25% of the project amount (solvency) of the	

NB: THE signature of the concerned in CV and Availability should be the same with that found in the National Identity Cards.

#### **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 excluding VAT in words and in figure.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC) and net payable
C4	Sub details of unit prices according to the model attached.

NB: THE absence of unit price "in the mail enclosure slip" and sub detail of these prices will lead to the elimination of the bidder

ODEN NATIONAL INVITATION TO THE
OPEN NATIONAL INVITATION TO TENDER

## ANNEX 8: MODELE ATTESTATION OF SITE VISIT

I, Mr./Mrs./Miss (Surname and
Name)
Director or Engineer of the Company: (Name of
Enterprise),
have actually visited the site which is going to receive the structure relative to

#### I declare:

- To have carried out a thorough study of the site taking into consideration all the constraints relative to the execution of the job with respect to norms.
- To establish his unit price schedules taking into account the difficulties of the site relative to the execution of the works and shall on no condition claim the Contracting Authority for any increase of unit price.

In Testimony Whereof, this present ATTESTATION OF SITE VISIT is established and issued to serve the purpose it deserves.

DATE:

VISA OF THE CONTRACTOR OR HIS REPRESENTATIVE

### DOCUMENT No. 12:

# List of banking establishments and financial bodies authorised to issue bonds for public contracts

#### I- BANKS

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

### DOCUMENT N°13: WORKING PLANS

