

REPUBLIQUE DU CAMEROUN  
PAIX - TRAVAIL - PATRIE  
\*\*\*\*\*

SERVICES DU PREMIER MINISTRE  
\*\*\*\*\*

COMITE DE PILOTAGE DU PLAN PRESIDENTIEL DE  
RECONSTRUCTION ET DE DEVELOPPEMENT DES REGIONS DU  
NORD-OUEST ET DU SUD-OUEST  
\*\*\*\*\*

UNITE DE COORDINATION



REPUBLIC OF CAMEROON  
PEACE - WORK - FATHERLAND  
\*\*\*\*\*

PRIME MINISTER'S OFFICE  
\*\*\*\*\*

STEERING COMMITTEE OF THE PRESIDENTIAL PLAN FOR THE  
RECONSTRUCTION AND DEVELOPMENT OF THE NORTH-WEST  
AND SOUTH-WEST REGIONS  
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COORDINATION UNIT

## TENDER FILE

**RELAUNCH OF OPEN NATIONAL INVITATION TO TENDER  
(EMERGENCY PROCEDURE) N°09/ONIT/PPRD/STB/2025 OF  
30/06/2025 FOR THE REHABILITATION AND EXTENSION OF KUMBO  
TOWN WATER SUPPLY, BUI DIVISION, NORTH WEST REGION.**

**PROJECT OWNER:** THE PRESIDENT OF STEERING COMMITTEE OF THE PPRD

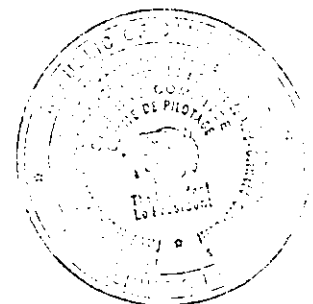
**FINANCING:** PPRD – 2025 PIB

**BUDGET HEAD:** 59 B1 976 02 650001 523412

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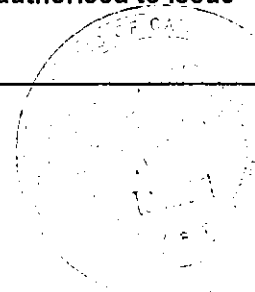
**2025 FINANCIAL YEAR**

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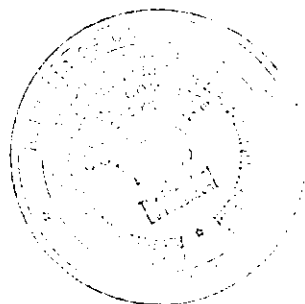


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**DOCUMENT NO 1:**  
**TENDER NOTICE**





**RELAUNCH OF OPEN NATIONAL INVITATION TO TENDER (EMERGENCY  
PROCEDURE) N°09/ONIT/PPRD/STB/2025 OF 30/06/25 FOR THE REHABILITATION AND  
EXTENSION OF KUMBO TOWN WATER SUPPLY, BUI DIVISION, NORTH WEST REGION.**

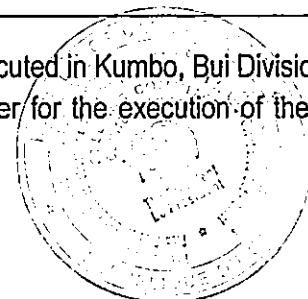
- 1) **SUBJECT OF THE INVITATION TO TENDER:** Within the framework of the execution of the Presidential Plan for the Reconstruction and Development of the North-West and South-West Regions in 2025, the President of the Steering Committee hereby re-launches an open national invitation to tender for the rehabilitation and extension of Kumbo Town Water Supply, Bui Division, North West Region.
- 2) **NATURE OF WORKS:** The works, which form the subject of this invitation to tender, consists of the rehabilitation and extension of Kumbo Town Water Supply, North West Region. The works consist specifically of:
  - Site installation (installation of project signboard, acquisition of work office, store and lodging places for personnel, general site cleaning and implantation, transportation of personnel to and from the project site, demolition of temporary structures);
  - Preparation of work documents;
  - Construction of 14 Control valves Chambers;
  - Rehabilitation of the Stream intake and collection chamber;
  - Supply of 1800m of PVC 400NP 10 to replace asbestos pipes;
  - Excavation of pipeline;
  - Backfilling of pipeline;
  - Water quality test this include physico-chemical and bacteriological analyses of the sampled water from the existing spring intake (before and after construction);
  - Transportation of material.

The detailed description are mentioned in the respective technical specifications, bills of quantities and cost estimates.

- 3) **ALLOTMENT:** The tender file is not in lots.
- 4) **ESTIMATED COST:** The estimated cost of the works stands as specified in the table below:

Subject	Amount for the Project (CFAF)
Rehabilitation and extension of Kumbo Town Water Supply, Bui Division, North West Region.	150 000 000

- 5) **PLACE AND EXECUTION DEADLINE:** The works shall be executed in Kumbo, Bui Division. The maximum execution deadline provided for by the Project Owner for the execution of the works



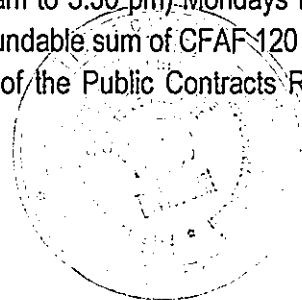
subject of this invitation to tender shall be five (05) months. This time frame shall run from the date of notification of the administrative order to commence the works.

- 6) **PARTICIPATION AND ORIGIN:** Participation to this invitation to tender is open to all registered and qualified companies or groups of companies based in the Republic of Cameroon with the required technical and professional expertise in the domain of rehabilitation of water supply systems and accompanied by the necessary financial capability.
- 7) **FINANCING:** The works, which form the subject of this invitation to tender, shall be financed by the 2025 budget of the Presidential Plan for the Reconstruction and Development of the North-West and South-West Regions.
- 8) **METHOD OF SUBMISSION:** The submission method retained is offline.
- 9) **BID BONDS:** Each bidder must include in his administrative documents, a hand-endorsed bid bond, issued by a bank or any financial institution approved by the Minister in charge of finance to issue bonds for public contracts and whose list appears in document 10 of the Tender File (TF), of an amount of:

Works	Estimated Cost CFAP	Bid Bond CFAP
Rehabilitation and extension of Kumbo Town Water Supply, Bui Division, North West Region.	150 000 000	3,000,000

This bond, accompanied by the deposit receipt issued by the Deposits and Consignments Fund (CDEC), must be valid for up to thirty (30) days beyond the initial validity date of the tenders. The absence of a bid bond issued by a bank or financial institution authorised by the Ministry of Finance to issue bonds in the context of public contracts will result in the outright rejection of the tender. A bid bond produced but unrelated to the relevant consultation is considered absent. A bid bond presented by a bidder during the bid-opening session is inadmissible.

- 10) **CONSULTATION OF TENDER FILE:** The Tender documents may be consulted and obtained immediately after publication of this invitation to tender from the Services of the Contracting Authority (Service in charge of the award of contracts) during working hours at the PPRD Head Office in Bastos, Yaoundé from Mondays to Fridays (7:30 am to 3:30 pm) or contact (Tel: 679496768), email: [procurementmanager@pprdnsw.org](mailto:procurementmanager@pprdnsw.org)).
- 11) **ACQUISITION OF TENDER FILE:** Bidders can collect complete tender documents from the PPRD Head Office in Bastos Yaounde during working hours (7:30 am to 3:30 pm) Mondays to Fridays after the presentation of a receipt of the payment of a non-refundable sum of CFAP 120 000 (One Hundred and Twenty Thousand), payable into the Account of the Public Contracts Regulatory Agency (PCRA) at BICEC Bank.



**12) SUBMISSION OF OFFERS:** Each bid written in English or French shall be signed by the bidder or by a duly authorized representative and presented in Seven (7) copies, that is one (01) original and six (06) copies labelled as such. These shall be submitted in one sealed pack containing three (3) envelopes, which is:

- Envelope A: Administrative file;
- Envelope B: Technical file;
- Envelope C: Financial file.

The sealed pack or envelop shall bear no information about the company and shall reach the Procurement Office of the PPRD NW-SW, Head Office in Bastos, Yaounde, not later than the 30/07/2025 at 1 pm 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 (EMERGENCY PROCEDURE)  
N°09/ONIT/PPRD/STB/2025 OF 30/06/2025 FOR THE REHABILITATION AND EXTENSION OF  
KUMBO TOWN WATER SUPPLY, BUI DIVISION, NORTH WEST REGION.**

*(To be opened only during bids opening session)*

*NB: A back-up copy of the financial bid, saved on a USB key or CD/DVD, must be submitted in a sealed envelope. The USB key should be clearly marked "Back-up Copy" and submitted by the deadline mentioned above.*

**13) ADMISSIBILITY OF BIDS:** Under penalty of being rejected, only originals or true copies certified by the issuing service or administrative authorities must imperatively be produced in accordance with the Special Regulations of the invitation to tender. They must obligatorily be not older than three (3) months preceding the date of submission of bids. They may be established after the signature of the tender notice. Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible. This refers especially to the absence of a bid bond and receipt from Deposits and Consignments Fund (CDEC) issued by a bank establishment or any financial institution approved by the Minister in charge of Finance. A bid bond presented by a bidder during the bid opening session shall not be accepted.

The administrative documents, the technical offer and the financial offer must be placed in separate envelopes and submitted in a sealed envelope. The Project Owner shall not accept:

- Bids bearing information on the identity of the tenderers;
- Bids submitted after the closing date and time for submission of bids;
- Envelopes without indication on the identity of the Invitation to Tender;
- Bids non-compliant with the bidding mode;
- Failure to comply with the number of copies specified in the RPAO or offer in copies only.

**14) OPENING OF BIDS:** The offers shall be opened in a single phase, in the PPRD Conference Hall, located at Bastos Yaoundé on the 30/07/2025 at 2 pm. Only bidders or their authorized

representatives having a perfect knowledge of the file may attend the bid opening session. Bids that do not conform with this invitation to tender and the tender documents shall be rejected. In case of absence or non-conformity of a document in the administrative file during the opening of bids, after a 48 (forty-eight) hours deadline granted by the Board, the file shall be rejected.

**15) EVALUATION CRITERIA:** The bids shall be evaluated according to the following criteria:

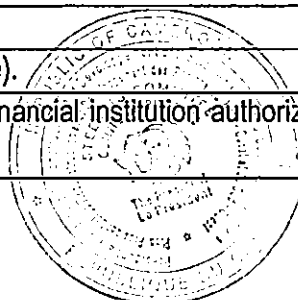
**A. Eliminatory criteria**

No	DESCRIPTION	CRITERIA	
		YES	NO
1.	Failure to produce, after the deadline of 48 hours following the opening of bids, a document in the administrative file that is deemed to be non-compliant or missing (except the bid bond)		
2.	Absence or insufficient stamped Bid bond and receipt from Deposits and Consignments Fund (CDEC) (these documents should be submitted as one file)		
3.	False declaration or falsified documents		
4.	Incomplete financial file		
5.	Omission of a unit price		
6.	Non-Compliance with the major technical specifications of the Works		
7.	Non-respect of 80% of the essential criteria		
8.	Absence of the sworn statement for not having abandoned contracts during the last three years		
9.	Absence of a quantified unit price in the financial offer		
10.	Absence of own or hired minimum equipment		
11.	Absence of a detailed Bill of Quantities and cost estimate		
12.	Absence of integrity charter dated and signed		
13.	Absence of a dated and signed commitment statement to comply with environmental and social clauses.		

**B. Essential Criteria:**

The criteria relating to the qualification of a bidder are as follows:

CRITERIA
a. General presentation of the bids.
b. Experience of the company: at least two references of the company in similar achievements for the last 5 years concerning water supply projects for a minimum cumulative amount of CFAF 100,000,000 (first page and last page of previous contracts + minutes of acceptance signed).
c. Quality of personnel and management of the company: References of personnel to be utilized (CV of key personnel and certificates) in the domain of water supply.
d. Provide details of Technical equipment and tools to be used.
e. Methodology for the execution of works.
f. Absence site visit report and or attestation (pictures of project site).
g. Financial capacity of at least CFAF 100 000 000 issued by a financial institution authorized by the Ministry of Finance.



- |  |
|--|
| h. Special technical clauses initialled in all the pages and signed with mention read and approved.                              |
| i. Special administrative clauses completed and initialled in all the pages and last page signed with mention read and approved. |

16) **AWARD:** The Project Owner shall award the contract to the bidder who meets the required technical and financial qualification criteria and whose bid is evaluated as the lowest bid.

17) **MAXIMUM NUMBER OF LOTS WHICH A BIDDER CAN WIN:** This tender is not in lots.

18) **VALIDITY OF OFFERS:** Bidders shall remain committed to their offers for ninety (90) days from the deadline set for the submission of tenders (offers).

19) **COMPLEMENTARY INFORMATION:** Additional (supplementary) technical information may be obtained during working hours from the Procurement Service at the PPRD, Bastos Yaounde. (Tel: 679496768, email: [procurementmanager@pprdnsw.org](mailto:procurementmanager@pprdnsw.org)) during working hours (7:30 am to 3:30 pm) Mondays to Fridays.

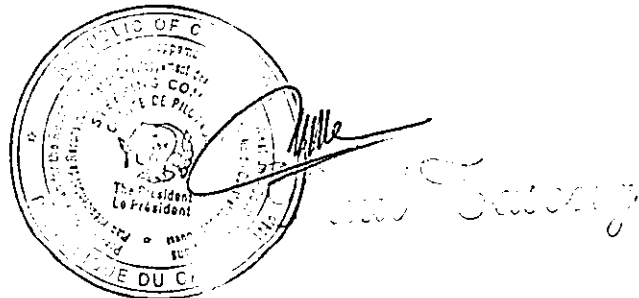
20) **CORRUPTION AND MAL PRACTICE:** Kindly report any corrupt practices noticed, facts or acts to CONAC on 1517 or to the Authority in Charge of Public Contracts (MINMAP).

Yaounde, 30 JUN 2025

**THE PRESIDENT OF THE STEERING COMMITTEE  
OF THE PPRD NW-SW (PROJECT OWNER)**

**Copies:**

- MINMAP
- ARMP
- Chairperson of STB
- Notice Board/file



## **AVIS D'APPEL D'OFFRES**

**RELANCE DE L'APPEL D'OFFRES NATIONAL OUVERT (PROCEDURE D'URGENCE)  
N°09/AONO/PPRD/CSPM/2025 DU 30/06/2025 POUR LES TRAVAUX DE REHABILITATION ET  
D'EXTENSION DE L'APPROVISIONNEMENT EN EAU DE LA VILLE DE KUMBO, DEPARTEMENT DU  
BUI, REGION DU NORD-OUEST.**

- 1) **OBJET DE L'APPEL D'OFFRES** : Dans le cadre de l'exécution du Plan Présidentiel de Reconstruction et de Développement des Régions du Nord-Ouest et du Sud-Ouest en 2025, le Président du Comité de Pilotage lance un Appel d'Offres National Ouvert pour les travaux de réhabilitation et d'extension de l'approvisionnement en eau de la ville de Kumbo, Département du Bui, Région du Nord-Ouest.
- 2) **CONSISTANCE DES TRAVAUX**: Les travaux, objet du présent appel d'offres, concernent la réhabilitation et l'extension de l'approvisionnement en eau de la ville de Kumbo, Département du Bui, Région du Nord-Ouest. Les travaux comprennent spécifiquement :
  - Installation du site (installation du panneau de chantier, acquisition d'un bureau de chantier, d'un magasin de stockage et de logements pour le personnel, nettoyage général du site et implantation, transport du personnel vers et depuis le site du projet, démolition des structures temporaires) ;
  - Préparation des documents d'exécution ;
  - Construction de 14 chambres de vannes de régulation ;
  - Réhabilitation de la prise d'eau sur le ruisseau et de la chambre de collecte ;
  - Fourniture de 1 800 m de tuyaux en PVC 400NP 10 pour remplacer les conduites en amiante ;
  - Fouille de la tranchée pour la pose de la conduite ;
  - Remblayage de la tranchée ;
  - Analyse de la qualité de l'eau, comprenant des analyses physico-chimiques et bactériologiques de l'eau échantillonnée à la source existante (avant et après les travaux) ;
  - Transport du matériel.

Les travaux requis sont détaillés et mentionnés dans les spécifications techniques (RPAO) et le devis estimatif.

- 3) **TRANCHES/ALLOTISSEMENT** : Cet appel d'offres n'est pas divisé en lots.
- 4) **COUT PREVISIONNEL** : Le coût prévisionnel de l'opération à l'issue des études préalables est spécifié dans le tableau ci-dessous :

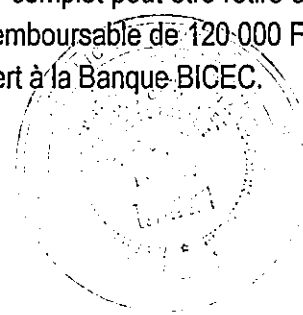
Travaux	Coût prévisionnel (FCFA)
Réhabilitation et extension de l'approvisionnement en eau de la ville de Kumbo, Département du Bui, Région du Nord-Ouest	150 000 000

- 5) **DELAI ET LIEU D'EXECUTION:** Le délai maximum prévu par le Maître d'Ouvrage pour l'exécution des travaux du présent appel d'offre est de cinq (05) mois à partir du jour de la notification de l'ordre de service pour le démarrage des travaux. Les travaux s'effectueront à Kumbo, Département du Bui, Région du Nord-Ouest.
- 6) **PARTICIPATION ET ORIGINE:** La participation à cet appel d'offres est ouverte à toutes les entreprises ou groupements d'entreprises enregistrés et qualifiés, établis en République du Cameroun, disposant de l'expertise technique et professionnelle requise dans le domaine des travaux de réhabilitation et approvisionnement en eau ainsi que de la capacité financière nécessaire.
- 7) **FINANCEMENT:** Les travaux sont financés par le budget 2025 du Plan Présidentiel de Reconstruction et de Développement des Régions du Nord-Ouest et Sud-Ouest.
- 8) **MODE DE SOUMISSION :** Le mode de soumission retenu pour cette consultation est hors ligne.
- 9) **CAUTIONNEMENT DE SOUMISSION (GARANTIES DE SOUMISSION) :** Chaque soumissionnaire doit joindre à ses pièces administratives un cautionnement de soumission, acquitté à la main, délivré par un organisme ou une institution financière agréée par le Ministre chargé des finances pour émettre les cautions dans le domaine des marchés publics et dont la liste figure dans la pièce 10 du DAO dont le montant s'élève à :

Travaux	Coût prévisionnel (FCFA)	Cautionnement provisoire (FCFA)
Réhabilitation et extension de l'approvisionnement en eau de la ville de Kumbo, Département du Bui, Région du Nord-Ouest	150 000 000	3 000 000

Cette caution, accompagnée du récépissé de consignation délivré par la Caisse des Dépôts et Consignations (CDEC), doit être valable jusqu'à trente (30) jours au-delà de la date initiale de validité des offres. L'absence de la caution de soumission délivrée par une banque de premier ordre ou un organisme financier de première catégorie autorisé par le Ministre chargé des Finances à émettre des cautions dans le cadre des marchés publics, entraînera le rejet pur et simple de l'offre. Une caution de soumission produite, mais n'ayant aucun rapport avec la consultation concernée, est considérée absente. Une caution de soumission présentée par un soumissionnaire au cours de la séance d'ouverture des offres est irrecevable.

- 10) **CONSULTATION DU DOSSIER D'APPEL D'OFFRES :** Le dossier peut être consulté et retiré après publication du présent avis auprès des Services du Maître d'Ouvrage (Service en charge de la passation des marchés), au siège du PPRD à Bastos, Yaoundé, durant les heures ouvrables de Lundi à vendredi entre 7h30 et 15h30. (Tél : 679496768, email : [procurementmanager@pprdnsw.org](mailto:procurementmanager@pprdnsw.org)).
- 11) **ACQUISITION DU DOSSIER D'APPEL D'OFFRES :** Le dossier complet peut être retiré au siège du PPRD à Bastos, Yaoundé, contre paiement d'une somme non remboursable de 120 000 FCFA (Cent Vingt-mille francs CFA), payable dans le compte de l'ARMP ouvert à la Banque BICEC.



12) **REMISE DES OFFRES** : Chaque offre, rédigée en français ou en anglais, doit être signée par le soumissionnaire ou son représentant dûment mandaté et présentée en sept (07) exemplaires (un original et six copies marquées comme telles). L'offre doit être placée dans une enveloppe scellée contenant trois (3) sous-enveloppes :

- Enveloppe A : Offre administrative
- Enveloppe B : Offre technique
- Enveloppe C : Offre financière

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT (PROCEDURE D'URGENCE)  
N°09/AONO/PPRD/CSPM/2025 DU 30/06/2025 POUR LES TRAVAUX DE  
REHABILITATION ET D'EXTENSION DE L'APPROVISIONNEMENT EN EAU DE LA  
VILLE DE KUMBO, DEPARTEMENT DU BUI, REGION DU NORD-OUEST**

*(À n'ouvrir qu'en séance de dépouillement)*

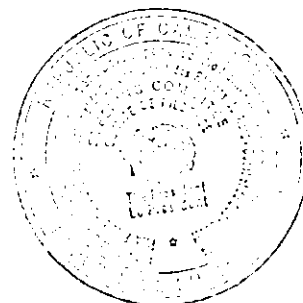
Les offres doivent être déposées au service des marchés du PPRD NO-SO situé à Bastos, Yaoundé, au plus tard le 30/07/2025 à 13h (heure locale). L'enveloppe extérieure ne devra porter aucune indication sur l'entreprise.

NB: Une copie de sauvegarde de l'offre (Offre financière) enregistré sur clé USB ou CD/DVD devra être transmise sous pli scelle avec l'indication claire et lisible "copie de sauvegarde", en plus de la mention ci-dessus dans les délais impartis.

13) **RECEVABILITÉ DES OFFRES** : Sous peine de rejet, seuls les originaux ou les copies certifiées conformes par le service émetteur ou par une autorité administrative doivent impérativement être produits, conformément au Règlement Particulier de l'Appel d'Offres. Ils doivent obligatoirement dater de moins de trois (3) mois avant la date de dépôt des offres ou être établis après la signature de l'avis d'appel d'offres. Toute offre non conforme aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Cela concerne notamment l'absence d'une caution de soumission délivrée par un organisme ou institution financière agréée par le Ministre chargé des Finances pour émettre les cautions dans le domaine des marchés publics. La caution de soumission présentée par un soumissionnaire au cours de la séance d'ouverture des plis est irrecevable.

Les pièces administratives, l'offre technique et l'offre financière doivent être placées dans des enveloppes différentes séparées et remises sous pli scellé. Seront irrecevables par le Maître d'Ouvrage:

- Les plis portant les indications sur l'identité du soumissionnaire ;
- Les plis parvenus postérieurement aux dates et heures limites de dépôt ;
- Les plis non-conformes au mode de soumission ;
- les plis sans indication de l'identité de l'Appel d'Offres ;
- Le non-respect du nombre d'exemplaires indiqué dans le RPAO ou offre uniquement en copies.



14) **OUVERTURE DES PLIS** : Les offres seront ouvertes en une seule phase, dans la salle de conférence du PPRD, située à Bastos, Yaoundé, le 30/07/2025 à 14 heures. Seuls les soumissionnaires ou leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier pourront assister à la séance d'ouverture des plis. Les offres non conformes à la présente lettre d'invitation à soumissionner et au Dossier d'Appel d'Offres seront rejetées. En cas d'absence ou de non-conformité d'un document dans le dossier administratif lors de l'ouverture des offres, après un délai de quarante-huit (48) heures accordé par la Commission, le dossier sera rejeté.

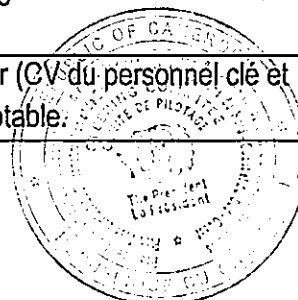
15) **CRITERES D'EVALUATION**: Les offres seront évaluées selon les critères ci-après :

**A - Critères éliminatoires**

N°	DESCRIPTION	CRITERES	
		OUI	NON
1.	Défaut de production, après le délai de 48 heures suivant l'ouverture des plis, d'un document du dossier administratif jugé non conforme ou manquant (à l'exception de la caution de soumission)		
2.	Absence ou non-conformité à l'ouverture des plis de la caution de soumission dûment timbrée et du récépissé de versement à la Caisse des Dépôts et Consignations (CDEC)		
3.	Fausse déclaration ou documents falsifiés		
4.	Dossier financier incomplète		
5.	Absence d'un prix unitaire quantifié dans l'Offre financière		
6.	Non-conformité aux spécifications techniques majeures des Travaux		
7.	Non-respect de 80% des critères essentiels		
8.	Absence de l'attestation sur l'honneur de n'avoir pas abandonné de marchés au cours des trois dernières années		
9.	Absence de prix unitaire chiffré dans l'offre financière		
10.	Absence de possession en propre ou en location d'un matériel minimum		
11.	Absence du Bordereau des Quantités détaillé et du devis estimatif		
12.	Absence de la charte d'intégrité datée et signée		
13.	Absence de la déclaration d'engagement au respect des clauses environnementales et sociales datée et signée		

**B - Critères essentiels**

CRITERES
a. Présentation générale des offres
b. Expérience de l'entreprise : au moins deux références (projets réalisés au cours des cinq dernières années) de l'entreprise pour des réalisations similaires dans le cadre de projets d'approvisionnement en eau, pour un montant cumulé minimum de 100 000 000 FCFA (première et dernière page des anciens contrats + procès-verbaux de réception signés).
c. Qualification et l'expérience du personnel: références du personnel à utiliser (CV du personnel clé et attestations) des diplômes dans le domaine d'approvisionnement en eau potable.



d. Fournir les détails sur les équipements techniques et outils à utiliser
e. Méthodologie d'exécution des travaux
f. Absence de l'attestation du visite du site et du rapport (photos).
g. Capacité financière d'au moins 100 000 000 FCFA, délivrée par un établissement financier agréé par le Ministère des Finances
h. Clauses techniques particulières paraphées à chaque page et signées avec la mention *lu et approuvé*
i. Clauses administratives particulières remplies, paraphées à chaque page, et la dernière page signée avec la mention *lu et approuvé*

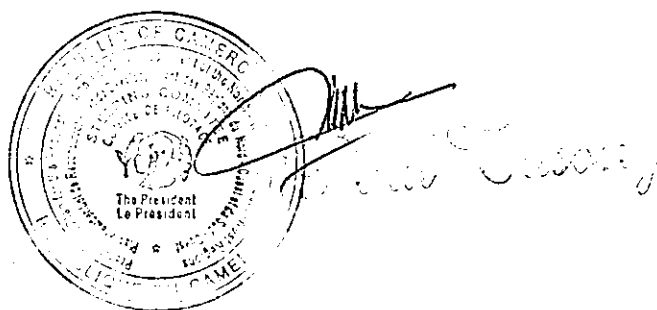
- 16) **ATTRIBUTION** : Le Maitre d'Ouvrage attribuera le marché au soumissionnaire ayant présenté une offre remplissant les critères de qualification technique et financière requises et dont l'offre est évaluée la moins-disante.
- 17) **INFORMATION SUR LES LOTS** : Cet appel d'offres n'est pas divisé en lots.
- 18) **DUREE DE VALIDITE DES OFFRES** : Les soumissionnaires restent engagés par leurs offres pendant 90 jours à compter de la date d'ouverture des plis.
- 19) **RENSEIGNEMENTS COMPLEMENTAIRES** : Les renseignements complémentaires d'ordre technique peuvent être obtenus aux heures ouvrables au Service des Marchés situé à l'Unité de Coordination du PPRD NO/SO à Bastos, Yaoundé. (Tel: 679496768, email: [procurementmanager@pprdnsw.org](mailto:procurementmanager@pprdnsw.org))
- 20) **LUTTE CONTRE LA CORRUPTION ET LES MAUVAISES PRATIQUES** : Pour toute dénonciation des pratiques, faits ou actes de corruption, bien vouloir appeler la CONAC au numéro 1517, ou contacter l'Autorité chargée des Marchés Publics (MINMAP).

Yaoundé, le.....3.0. JUN 2025.

**LE PRÉSIDENT DU COMITÉ DE PILOTAGE DU PPRD NO-SO  
MAITRE D'OUVRAGE**

*Copies :*

- MINMAP
- ARMP
- Président CSPM
- Affichage.



**DOCUMENT No 2:**  
GENERAL REGULATIONS OF THE INVITATION TO TENDER

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## **A. GENERALITIES**

### **Article 1: SCOPE OF THE TENDER:**

- 1.1 . The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby relaunches an open national invitation to tender for the rehabilitation and extension of Kumbo Town Water Supply, Bui Division, North West Region.
- 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.

### **Article 2: FINANCING:**

The source of financing of the supplies forming the subject of this invitation to tender is the 2025 budget of the PPRD NW-SW.

### **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, the Contracting Authority:

a) Defines, within the context of this clause, the following expressions:

- i. Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract.
- ii. Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract.
- iii. "Collusive practices" shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition.
- iv. And 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 of the Republic 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: CONDITIONS FOR CANDIDATES TO BE ADMITTED TO COMPETE**

Participation in this invitation to tender is open to all registered and qualified enterprises, group of enterprises and Sub-Contractors of the Republic of Cameroon, with the required technical and professional expertise in the domain of rehabilitation of water supply systems and accompanied by the necessary financial capability, the necessary legal and financial autonomy and must not have been excluded from bidding for

public contracts as well as managed according to commercial laws and not under the direct supervisory authority of the Contracting Authority or Project Owner. 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 potential bidder shall be judged to be in a situation of conflict of interest and considered not eligible if he:-

- (a) 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.
- (b) presents more than one bid within the context of Invitation To Tender, except authorised variants, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
- (c) and 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.

#### **Article 5: ORIGINS OF MATERIAL, SUPPLIES, EQUIPMENT AND AUTHORIZED SERVICES**

5.1 The origin for these resources must be in countries fulfilling the criteria defined in the Special Regulations of the invitation to tender. Origin in this invitation to tender means the place from where the resource is extracted, cultivated, produced or fabricated and from where comes the 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 originates.

#### **Article 6: QUALIFICATION OF BIDDERS**

- (a) As an integral part of their bid, bidders must:
  - (i) Submit a power of attorney making the signatory of the bid bound by the bid; and
  - (ii) 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:

- The production of certified balance sheets and recent turnovers
  - Access to a line of credit or availability of other financial resources
  - Orders acquired and contracts awarded
  - Pending litigations
  - Availability of indispensable equipment
- (b) Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:-
    - The bid must include all the information listed in paragraph 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
    - The bid and the contract must be signed in a way that is binding on all members of the group
    - 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

- 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
  - 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
- (c) 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.
- (d) 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: SITE VISIT**

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 project during the preparatory meeting to establish the bids mentioned in article 19 of the General Regulations of the invitation to tender.

### **B-TENDERS FILE**

#### **Article 8: CONTENT OF THE TENDER FILE**

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

- a) Document N°1 : Tender Notice ("AAO")
- b) Document N°2 : General Regulations of the invitation to tender ("RGAO" )
- c) Document N°3 : Special Regulations of the invitation to tender ("RPAO")
- d) Document N°4 : The special administrative conditions ("CCAP")
- e) Document N°5 : The special technical conditions ("CCTP")
- f) Document N°6 : The Schedule of Unit Prices (Price Elaboration Schedule=PES)
- g) Document N°7 : The Bill of quantities and cost estimates (BQCE)
- h) Document N°8 : Framework of Sub-detail of prices
- i) Document N°9 : Model Contract
- j) Document N°10 :Model forms to be used by bidders
  - Annex No. 1: Model Declaration of Intention tender
  - Annex No. 2: Model for Tender Submission

- Annex No. 3: Model bid bond
  - Annex No. 4: Model performance/final bond
  - Annex No. 5: Model start-off advance bond
  - Annex No. 6: Model Retention fund (performance guarantee)
  - Annex No. 7: Model of Letter of Submission of the Technical Proposal
  - Annex No. 8: Model for Planning Framework
  - Annex No. 9: Model for List of Personnel to be Mobilised
  - Annex No. 10: Model for List of Services Likely to be Subcontracted
  - Annex No. 11: Model for CV of Personnel to be Mobilised
  - Annex No. 12: Model for Candidate's Reference Tables
  - Annex No. 13: Model for Description of Methodology and Work Plan
  - Annex No. 14: Model for Information Sheet on Essential Equipment
  - Annex No. 15: Model for Site Visit Declaration
- k) Document N°11 :Integrity charter
- l) Document N°12 :Social and environmental commitment
- m) Document N°13:List of banking establishments and financial bodies authorised to issue bonds for public contracts

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. Any inadequacy may lead to a rejection of his offer.

#### **Article 9: CLARIFICATIONS ON THE TENDER FILE**

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (fax or e-mail) at the 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 for National Invitations and at least twenty one (21) days for International Invitations before the day of opening, copying all the companies that purchased the tenders file. 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 TENDERS FILE (*ADDENDUM TO 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. The latter must acknowledge receipt of the addenda in writing to the Contracting Authority.

10.3 In order to give bidders sufficient time to take account of the addendum in the preparation of their 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: COST OF TENDER**

Each bidder shall be responsible for all charges related to the preparation and presentation of offers. The Contracting Authority and the Project Owner shall in no way be responsible for these charges or try to regularise a situation involved in the preparation of offers by a bidder.

### **Article 12: LANGUAGE OF THE BIDS**

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: PRESENTATION AND CONTENT OF BIDS**

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. Each bid shall include three envelopes, A, B and C labelled as follows:-

**ENVELOPE ....«..... DOCUMENTS»**

## **OPEN NATIONAL INVITATION TO TENDER N°09/ONIT/PPRD/STB/2025 OF 30/06/2025 FOR THE REHABILITATION AND EXTENSION OF KUMBO TOWN WATER SUPPLY, BUI DIVISION, NORTH WEST REGION.**

***“To be opened only during the bid opening session of the Tenders Board”***

Hence, 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 envelopes:-

#### ***a. Envelop A: Administrative file shall include:-***

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

#### ***b. Envelop B: Technical bid shall include:-***

- (i) *Information on qualification*- The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in the Special Regulations of the invitation to tender
- (ii) *Methodology*- The Special Conditions of the invitation to tender specify the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the works and specifying the organisation and programme which the bidder intends to put in place or use to execute the works (installations, schedule, Quality Assurance Plan (QAP), sub-contracting, attestation of visit of the site, where necessary, etc
- (iii) *Proof of acceptance of conditions of the contract*- The bidder shall submit duly initialled copies of the Special Administrative Conditions (SAC) and Special Technical Conditions (STC) relating to the contract.
- (iv) *Commentaries (optional)*- commentary on the technical choices of the project and possible proposals

**c. Envelop C: Financial bid:**

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

- (i) The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate.
- (ii) The duly filled Unit Price schedule
- (iii) The duly filled detailed estimates
- (iv) The sub-details of prices and/or breakdown of all-in prices
- (v) 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 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.

The three envelopes (A, B & C) shall be sealed in a large anonymous external envelope addressed to the Contracting Authority as follows:

**Article 14: AMOUNT OF THE BID**

14.1. Except otherwise stated in the Tender File, the amount of the contract shall cover all the tasks described in 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 .

14.3 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 supplies 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 supplies 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 supplies 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 supplies, 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 BID**

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 complying.

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 authorized 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 supplies by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be considered 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 authorized subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.

17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.

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

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

17.6 The bid bond may be seized:

(a) if the bidder withdraws his bid during the period of validity.

(b) if the retained bidder:

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 BY BIDDERS**

Where the tasks 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.

Except in the case mentioned in the paragraph below, bidders wishing to offer technical variants must first assess the basic solution of the Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the

technical variants of the bidder whose bid is in compliance with the basic solution has been evaluated as the lowest bid.

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

#### **Article 19: PREPARATORY MEETING TO THE ESTABLISHMENT**

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. The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.

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 the paragraph below.

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 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 the General Regulations and not through the minutes of the preparatory meeting.

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 BIDS**

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 be bearing 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 to 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**

Bids bearing the specified address shall be submitted to the Contracting Authority or to the Service of Award of Contracts at the PPRD Head Office Bastos Yaounde against a duly signed receipt bearing the date and time specified in the Special Tender Regulations. Each bidder after submission shall before departure, ensure that the external envelope (*enclosing envelopes A, B and C*) is stamped and dated.

After submission no bid (regularly submitted) shall be withdrawn, supplemented or modified. Hence, in the case where the envelope shall not be sealed or without the appropriate inscriptions on it, the administration shall decline all responsibilities for misdirection or premature opening. Any bid opened prematurely shall be rejected and returned to the bidder. Hence all documents submitted by a bidder in any capacity, following this open national invitation to tender, must be established exclusively:

In English or French language,

- Using the metric system for quantities,
- Expressing all costs (prices) in francs FCFA.

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: OUT OF TIME-LIMIT OF 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 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 session.

25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialed copy of the bids presented by bidders.

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

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

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

## **Article 26: CONFIDENTIAL NATURE OF THE PROCEDURE**

No information relating to the examination, clarification, evaluation and comparison of offers and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders nor to any person concerned with the said procedure before the announcement of the results. Hence, any attempt by a bidder to influence the committee in charge of evaluation of bids or the Contracting Authority in his award decision may cause the rejection of his offer.

## **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 is 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:

- i. Which substantially limits the scope, quality or realization of the supplies.
- ii. which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract.
- iii. Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.

28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.

28.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

## **Article 29: QUALIFICATION OF THE BIDDER**

The committee in charge of evaluation 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 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 bod 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 complying, 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 supplies 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.
- d. 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.

32.4 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.

The Contracting authority reserves the right to accept or reject any modification, difference or reservation. The modifications, differences, variants or other factors which exceed the requirements of the tender file are not taken into account during the evaluation of offers.

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 supplies 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: CONDITIONS OF APPLYING NATIONAL PREFERENCE**

33.1 When awarding a contract as part of an international competitive bidding process, a preference margin is granted, for bids deemed equivalent and in order of priority, to bids submitted by:

- a) A natural person of Cameroonian nationality or a legal entity governed by Cameroonian law;
- b) A company whose capital is wholly or majority-owned by persons of Cameroonian nationality;
- c) A natural person or legal entity justifying economic activity within the territory of Cameroon;
- d) A consortium of companies including Cameroonian enterprises.

33.2 Bids are considered equivalent when they meet the required technical conditions.

33.3 For works contracts, the national preference margin is ten percent (10%).

33.4 National preference can only be applied if it is provided for in the tender documents.

### **F. AWARD OF CONTRACT**

#### **Article 34: AWARD**

Within three (3) days maximum as from the date of reception of the award proposal, the Contracting Authority shall decide either to publish the results or request for re-examination. If the Contracting Authority decides to publish the results, he 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, that is, in function of the provisions of the Special Regulations of the invitation to tender.

If 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. In this case, the lowest bid shall be determined by evaluating the offers 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. Hence, 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. This is carried out by careful study on the unit prices, the bill of quantities and cost estimates and the sub detail of prices presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his final contract amount. As concern the procedure for the award, it shall consist of:-

- \* The preparation, thorough verification and awarding of the contract according to the rules and procedures defined by the legislation in force for Public contracts to enable effective execution.
- \* The winner shall be notified through his official address or public media. He/she shall in two (02) days fulfil the formalities related to the awards, especially to submit at least five (05) copies of the proposed contract to the office of the Contracting Authority for transmission to the tenders Board for study and observations in order for the final version to be established, into which the winner shall enter and be signed by the Contracting Authority after the finance visa.

**NB:**

- In the case where the company does not fulfil these conditions, he/she shall be reminded of his/her chance which shall later on be simply annulled without further notice and the next bidder in the ranking shall be called in for replacement.
- Once the Contracting Authority has signed the contract (Jobbing Order), the contractor shall be notified. The contractor shall ensure that he contacts the Project Engineer as soon as possible for the beginning of execution of works within three (03) days to following notification of the Service Order to start work by the Project Owner. Failure to respect the duration shall be considered withdrawal and eventual cancellation of contract. The contract may be cancelled outright in the cases provided for by Decree N°: 2018/366 of 20<sup>th</sup> June 2018 instituting the Public Contracts Code.

#### **ARTICLE 35: THE RIGHT BY THE CONTRACTING AUTHORITY TO DECLARE AN INVITATION TO TENDER UNSUCCESSFUL OR CANCEL A PROCEDURE**

The Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorisation of the Minister Delegate at the Presidency in charge of Public Contracts when 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 AN AWARD OF 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**

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.

As well, the Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.

- (a) 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.
- (b) 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.
- (c) 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**

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. As well, the Contracting Authority must be notified the successful bidder of the signed contract within five (5) days of its date of signature.

#### **Article 39: FINAL BOND**

Within twenty (20) days from the date of notification of signed contract by the Contracting Authority, the contractor shall furnish him with a final bond, to guarantee the complete execution of the works.

- (a) Bid bond to be released to the Contractor upon a written request addressed to the Contracting Authority can only take place after when the contractor must have proven with attestation for having furnished the Project Owner with a final bond and/or after the start-off advance is refunded.
- (b) The final bond whose rate varies between 2 and 5 percent of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment or any financial institution approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.
- (c) 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 financial institution approved in accordance with the instruments in force.
- (d) 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**

**SPECIAL REGULATIONS OF THE INVITATION TO TENDER**  
**OPEN NATIONAL INVITATION TO TENDER (EMERGENCY PROCEDURE) N°09/ONIT/PPRD/STB/2025**  
**OF 30/06/2025 FOR THE REHABILITATION AND EXTENSION OF KUMBO TOWN WATER SUPPLY,**  
**BUI DIVISION, NORTH WEST REGION.**

<b>GENERAL</b>	
1	<p><b>Definition of works:</b> The works involved in the execution of the project shall consist of a number of tasks for the rehabilitation and extension of Kumbo Town Giant Water Supply, Bui Division, North West Region.</p> <p>The works consist of:</p> <ul style="list-style-type: none"> <li>- Site installation (installation of project signboard, acquisition of work office, store and lodging places for personnel, general site cleaning and implantation, transportation of personnel to and from the project site, demolition of temporary structures);</li> <li>- Preparation of work documents;</li> <li>- Construction of 14 Control valves Chambers;</li> <li>- Rehabilitation of the Stream intake and collection chamber;</li> <li>- Supply of 1800m of PVC 400NP 10 to replace asbestos pipes;</li> <li>- Excavation of pipeline;</li> <li>- Backfilling of pipeline;</li> <li>- Water quality test this include physico-chemical and bacteriological analyses of the sampled water from the existing spring intake (before and after construction);</li> <li>- Transportation of material.</li> </ul> <p><b>Name and address of the Contracting Authority:</b> President of Steering Committee of the PPRD NW-SW.</p> <p><b>Reference of Invitation to tender:</b> N° 09/ONIT/PPRD/STB/2025 of 30/06/2025 for the rehabilitation and extension of Kumbo Town Water Supply, Bui Division, North West Region.</p> <p><b>NB:</b> Information on the works to be carried out is detailed in the unit price schedule, the bill of quantities and cost estimate, and the Special Technical Specifications.</p>
2	<b>Execution deadline:</b> Five (05) months
3	<p><b>Source of financing:</b> 2025 Public Investment Budget of the PPRD NW-SW.</p> <p><b>Budget head:</b> 59 B1 976 02 650001 523412</p>
4	List of pre-qualified candidates, not applicable
5	<b>Origin of, supplies and equipment:</b> The works shall be approved by the Contract Engineer.
6	In the case of a consortium of companies, each member of the consortium must submit a complete administrative file, with the documents "Bank domiciliation certificate (except in the case of a joint venture), Receipt of purchase of the Tender Document, and Bid bond" referred to in point 10.
7	<b>Site visit:</b> Each bidder is advised to visit and inspect the site of the works and its surroundings, and to obtain for themselves, and under their own responsibility, all the information that may be necessary for the preparation of the bid and the execution of the studies and works. The costs related to the site visit shall be borne by the Bidder. Provide a site visit report containing coloured picture(s) of the Representative of the company conspicuously seen on site.
8	<b>Additional information:</b> Additional information may be obtained during working hours PPRD Head Office Bastos Yaounde, or through any other electronic communication means indicated by the Contracting Authority. Requests

	for clarification may be made no later than 5 days before the deadline for submission of tenders. Clarification requests must include the name and full address of the bidder and be sent to the following address: PPRD, Bastos Yaounde. (procurementmanager@pprdnsw.org)						
9	Language of submission of tender is English or French.						
10	<p>The bids prepared in English or French and in seven (07) copies with one (01) original and six (06) copies marked thus, shall be presented in three (03) volumes as follows:</p> <p>A) Administrative Documents B) Technical Documents C) Financial Documents</p> <p>10.1 External envelope: Each bidder shall seal these three (03) envelopes (A, B and C) in one common envelope on which shall be written.</p> <p><b>OPEN NATIONAL INVITATION TO TENDER N°09/ONIT/PPRD/STB/2025 OF 30/06/2025 FOR THE REHABILITATION AND EXTENSION OF KUMBO TOWN WATER SUPPLY, BUI DIVISION, NORTH WEST REGION.</b></p> <p><i>(To be opened only during bids opening session)</i></p> <p>N.B: The external envelope should not carry any mark or sign that can lead to the identification of the bidder.</p> <p>10.2 Internal envelopes</p> <p>Three (03) internal envelopes must be sealed in an external envelope. The first internal envelope shall be labelled.</p> <p>1) &lt;&lt;ENVELOPE A: ADMINISTRATIVE DOCUMENTS&gt;&gt; AND SHALL CONTAIN THE ADMINISTRATIVE DOCUMENTS OF THE ENTERPRISE.</p> <p>THESE DOCUMENTS SHALL BE ORIGINAL, OR COPIES CERTIFIED BY COMPETENT AUTHORITIES NOT MORE THAN THREE MONTHS.</p> <p><b>ADMINISTRATIVE DOCUMENTS:</b></p> <p>A.1 Declaration of intention to tender stamped with the tariff in force (written by the bidder).</p> <p>A.2 A bid bond and receipt from Deposits and Consignments Fund (CDEC) issued by a bank establishment or any financial institution approved by the Minister in charge of Finance as per the following lots:</p> <table><tr><th>Works</th><th>Estimated Cost CFAF</th><th>Bid Bond CFAF</th></tr><tr><td>Rehabilitation and extension of Kumbo Town Giant Water Supply, Bui Division, North West Region.</td><td>150 000 000</td><td>3 000 000</td></tr></table> <p>NB: A bid bond presented by a bidder during the bid opening session shall not be accepted. It must be valid for up to thirty (30) days beyond the initial validity date of the tenders.</p> <p>A.3 Certified Copy of the Business Registration, not more than three months old.</p> <p>A.4 A notarised protocol of agreement specifying the representative where applicable. (Joint and several liability groupings will be given preference).</p> <p>A.5 Power of Attorney where applicable.</p> <p>A.6. Attestation of fiscal conformity issued by the Tax administration.</p> <p>A.7 Certificate of non-bankruptcy established by the Court, not more than three (03) months.</p> <p>A.8 Attestation of bank account of the bidder, issued by a banking establishment or financial institution approved by the Ministry in charge of Finance or by a foreign bank of the first order not more than three months.</p> <p>A.9 Receipt of purchase of the tender file issued by BICEC Bank at the sum of FCFA 120 000.</p>	Works	Estimated Cost CFAF	Bid Bond CFAF	Rehabilitation and extension of Kumbo Town Giant Water Supply, Bui Division, North West Region.	150 000 000	3 000 000
Works	Estimated Cost CFAF	Bid Bond CFAF					
Rehabilitation and extension of Kumbo Town Giant Water Supply, Bui Division, North West Region.	150 000 000	3 000 000					

A.10 An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP).

A.11 An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.

A.12. Attestation immatriculation (fiscal stamp).

**NB:**

In the case of a joint-bid, each member of the association must submit a complete administrative file, with documents A1, A2, A8, and A9 submitted only by the representative of the association.

Failure to comply with the requirements will result in rejection. The required documents in the administrative file must be submitted in their original form or as certified true copies issued by the originating service or the competent administrative authority, in accordance with the provisions of the Special Regulations of the Invitation to Tender. They must be valid as of the original deadline for submission of bids.

*The administrative files should be separated by colour sheets. The absence or the nonconformity of one of these documents will result to the elimination of the offer.*

**2) THE SECOND INTERNAL ENVELOPE SHALL BE LABELLED <<ENVELOPE B: TECHNICAL DOCUMENT>> AND SHALL CONTAIN THE FOLLOWING:**

**TECHNICAL DOCUMENTS:**

**B.1: General presentation of the tender files**

- Letter of submission of technical offer
- Document spirally bound
- Table of content page
- Colour sheets separation
- Presentation of documents in the order given in this tender

**B.2: List of references of the enterprise in the similar jobs**

List of references of the enterprise in similar achievements in the execution of similar works (First page and last page of previous contracts, acceptance report justified by signed contracts and minutes of final reception for works executed up to 2024). Minimum acceptable: 02 Contracts realized in the domain of rehabilitation of water supply systems over the last 5 years.

- 1st Reference
- 2nd Reference

**B.3: List of qualified personnel for the execution of the works as per the model annexed to the tender file.**

**NB:** Please attach, for the proposed personnel, a copy of the diploma and supporting documents for the experience, namely:

- A certified true copy of the diploma issued less than three (03) months old;
- Proof of registration with the relevant national professional bodies, where applicable;
- A curriculum vitae signed and dated by the key personnel;
- A signed and dated declaration of availability from the key personnel;
- A certificate, employment contract, or site logbook justifying the experience of the key personnel.

**NB:** All the above-mentioned documents must be in compliant, signed, and dated within three months prior to the original deadline for submission of tenders.

- **Project Engineer:** At least a Senior Civil Engineer or Rural Engineer with at least 7 years' experience in water installations/ maintenance. The Works Supervisor must present a Masters in Rural or Civil Engineering (Hydrogeology/Hydraulics).
- **Works foreman:** Civil Engineer or Rural Engineer with at least 5 years' experience in water installations/ construction/ maintenance. Must present a Bachelor Degree in Civil engineering and must show proof of experience in water installation and maintenance.
- **Site Supervisor:** A Technician with at least a Diploma in building or construction works and at least 5 years of experience in similar works.

**NB:** All key personnel must present commitment of availability duly signed & certified.

Attach for each person a CV and photocopy of ID card (signed and dated by the individual) as well as a certified copy of highest diploma of each person concerned. The key personnel include the Project Engineer, Works Foreman and site supervisor.

#### **B.4.1. Material to be mobilized to execute the works:**

- Provide the list of equipment to be used in the execution of the project.  
Example:
  - Pickup truck or 4x4 vehicle
  - Power tools for demolition (sledgehammers, drills, crowbars)
  - Construction signage materials
  - Cleaning tools (brush cutters, shovels, wheelbarrows)
  - Concrete mixer
  - Steel bending and cutting tools
  - Compactor or plate vibrator (for chamber base preparation)
  - Concrete mixer
  - Compactor for backfilling
  - Water sampling kits
  - Personal protective equipment: (Helmets, boots, gloves, safety vests)
- Proof of ownership for the equipment and tools, i.e. registration certificates or performance invoices for equipment that are to be hired and purchase receipts for tools and carte grises of vehicles, proof of renting.
- Description of equipment (giving mark, registration ,etc)
- Evidence of normal functioning of equipment.
- A statement of present location of equipment.

**NB:** *The strict compliance with the technical specifications of the tender file as well as equipment and tools vital for the execution of the works is mandatory.* The Bidder must provide proof that they own or lease the equipment.

#### **B.4. 2. The bidder shall provide a descriptive or methodological note presenting in detail the components of their technical proposal, notably:**

- a. The organisation and schedule they intend to implement to effectively carry out the works, to which must be attached the site visit report or a sworn statement of visit, as applicable;
- b. The timeline, schedule, and delivery period for the works;

- c. The measures planned for the use of local labour (Labour Intensive Method – HIMO);
- d. The measures related to compliance with environmental safeguards, where applicable;
- e. The works the bidder intends to subcontract. Date and signature of sub-contractor (only 30% of the contract can be subcontracted)
- f. Security measures on project site (the bidder shall ensure the security of all the workers and the project site).

NB: Date, signature and stamp of bidder at the end of the documents.

**B.4. 3. The bidder shall complete and sign the following forms:**

- The Integrity Charter.
- The Declaration of Commitment to comply with social and environmental clauses.
- Site Visit Attestation signed by the Mayor of Kumbo or any representative of the Council or administrative authority in the Sub Division. The site visit report shall be signed by the Manager of the Company or a representative with pictures enclosed.

**B.5 : Duration of execution in respect with the tender file**

The bidder has Five (05) months to execute the contract.

**B.6: Financial capacity**

An attestation of financial capacity (solvency) of the enterprise issued by a bank or any financial institution approved by the Ministry of Finance. A turnover of not less than CFAF100, 000, 000 should be submitted showing the financial readiness of the bidder to execute the works.

NB: In case of groupings, each member will have to contribute 20 or 30% of the amount required and the representative will have to meet up with 50% or 60% of the total amount.

**B.7: Special Technical Clauses** initialled in all the pages and last page signed (with mention “read and approved”)

**B.8: Special Administrative Clauses** filled, each page initialled and last page signed (with mention “read and approved”).

NB: Failure to accept the contract clauses will result in the elimination of the bidder.

**3) THE LAST ENVELOPE SHALL BE LABELLED <<ENVELOPE C: FINANCIAL DOCUMENT>> AND SHALL CONTAIN THE FOLLOWING:**

**FINANCIAL DOCUMENTS**

**C.1:**A submission letter, signed, dated and stamped. (see ANNEXURE)

**C.2:** Completed and signed framework of unit prices.

**C.3:** Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)

**C.4:** Sub details of unit prices

	<p>To this effect, bidders should use the documents and models provided for in the Tender File, subject to the provisions of article 19(2) of the General Regulations concerning the other possible forms of bid bond.</p> <p><b>C.5.Financial capability:</b> Attestation of pre-financing delivered by a banking establishment or financial institution approved by the Ministry of Finance. Date and signature of bank Manager in charge.</p> <p><b>N.B</b> The various parts of the same file must obligatorily be separated by colour dividers both in the original and in the copies in a way as to facilitate examination.</p> <p>The bidder must submit the electronic or digital copy of the financial offer in three copies: one to the Chairperson of the Tenders Board, one to the Subcommittee for Analysis, and one to the ARMP. In the event of any discrepancies between the electronic version and the hard copies, the physical (hard) copies shall prevail.</p>
11	<b>TYPE OF SUBMISSION:</b> Offline bidding
12	<p><b>BID PRICE AND CURRENCY</b></p> <p>The price of the contract shall [not] be revisable. [Contracts whose duration is less than twelve (12) months cannot be the subject of price revision].</p> <p><b>The Currency of payment:</b> This National Invitation to tender is awarded on total and contractual price, inclusive of all taxes, firm and non-revisable for the works in the present Invitation to tender. The corresponding amount will be calculated inclusive of all taxes and the prices will be obligatorily expressed in francs CFA.</p> <p>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.</p> <p>The establishment of the prices will be done on the basis of economic condition in force in the Republic of Cameroon at the handover date of the offers.</p>
13	<b>Period of validity of the offers:</b> 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.
14	<b>Final Bond:</b> The final Bond is fixed at five percent (5%) of the initial amount of the services envisaged in the country. The final bond must be constituted within 20 (twenty) calendar days following notification of the contract and, in any case, before first payment. The validity of the final bond must cover the period for the delivery of services up to their provisional acceptance. The final bond shall be refunded after a release order issued by the Project Owner with effect from the final acceptance of the works, or from the provisional acceptance where the contract has such period.
15	<b>Date and latest time of deposit of offers:</b> The offers will have to arrive under closed fold and sealed latest <b>30/07/2025 at 1 pm</b> , by mail registered with acknowledgement of delivery or by deposit against receipt to the following address: <b>PRESIDENT OF THE STEERING COMMITTEE OF THE PPRD NW-SW</b> . Beyond this time no offer will be received nor accepted.
16	<p><b>A number of copies of the offer which must be filled and sent:</b> The tender and all the parts accompanying it will have to be given in seven (07) copies, including one (01) original and six (06) copies. The bidder will present his file inside a sealed outer jacket being marked:</p> <p><b>OPEN NATIONAL INVITATION TO TENDER N°09/ONIT/PPRD/STB/2025 OF 30/06/2025 FOR THE REHABILITATION AND EXTENSION OF KUMBO TOWN WATER SUPPLY, BUI DIVISION, NORTH WEST REGION.</b></p> <p><b>(TO BE OPENED ONLY DURING THE BID OPENING SESSION)</b></p>

17	Opening of the tenders: The opening of the Bids will be carried out in the conference room of the PPRD at Bastos Yaounde on 30/07/2025 as from 2pm, by the Special Tenders Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.		
18	<b>EVALUATION GRILL</b>		
	<b>I- MAIN ELIMINATION CRITERIA</b>		
	Bidders shall be eliminated following the criteria below:		
	Description	YES	NO
	Failure to produce, after the deadline of 48 hours following the opening of bids, a document in the administrative file that is deemed to be non-compliant or missing (except the bid bond)		
	Absence or insufficient stamped Bid bond and receipt from Deposits and Consignments Fund (CDEC) (these documents should be submitted as one file)		
	False declaration or falsified documents		
	Incomplete financial file		
	Omission of a unit price		
	Non-Compliance with the major technical specifications of the Works		
	Non-respect of 80% of the essential criteria		
	Absence of the sworn statement for not having abandoned contracts during the last three years		
	Absence of a quantified unit price in the financial offer		
	Absence of own or hired minimum equipment		
	Absence of a detailed Bill of Quantities and cost estimate		
	Absence of integrity charter dated and signed		
	Absence of a dated and signed commitment statement to comply with environmental and social clauses.		
	<b>MAIN (ESSENTIAL) QUALIFICATION CRITERIA</b>		
	a. General presentation of the bids.	Table of Sections separated using colour dividers (not white) contents	
	b. Experience of the company: at least two references of the company in similar achievements of the last 5 years concerning water supply project for a minimum cumulative amount of CFAF 100,000,000 (first page and last page of previous contracts + minutes of acceptance signed).	Provide 2 supported references for similar works executed within the last 5 years. Attach the first and last pages of the contracts and reception report of the supplies.	
	c. Quality of personnel and management of the company: References of personnel to be utilized (CV) and certificates.	References of personnel to be utilized (CV of key personnel and certificates) in the domain of water supply.	
	d. Provide details of Technical equipment and tools to be used.	Include information on materials to be mobilized to execute the works. Attach certified copies of title deeds, vehicle registration certificate(s), receipts, etc. NB- The equipment and tools must be present at the site during each phase of the execution	
	e. Methodology for the execution of works.	Detailed execution plan	

	f. Absence of site visit report and attestation (photos).	Provide site visit attestation and report following the models provided in the tender file.		
	g. Financial capacity of at least CFAF 100 000 000 issued by a financial institution authorized by the Ministry of Finance.	Provide proof of ability to pre-finance from a recognized financial or banking institution approved by the Ministry in charge of Finance.		
	h. Special technical clauses initialled in all the pages and signed with mention read and approved.	Initial all the pages with "mention read and approved".		
	i. Special administrative clauses completed and initialled in all the pages and last page signed with mention read and approved.	Initial all the pages with mention "read and approved".		
This evaluation will be done in a binary approach (YES) or (NO) with an acceptable minimum from at least 80% of the essential qualification criteria. The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents.				
<b>AWARD OF THE CONTRACT</b>				
19	<p><b>Award of the contract:</b> The Tenders Board will propose to the Contracting Authority to award the contract to the bidder who will have presented the bid with the lowest offer, essentially conforming to the regulations of the Tender File, having satisfied to 100% of all the eliminatory criteria and at least 80% of the essential criteria. The decision of award of the contract will be published by press release or any other means of publication as per the public contracts code.</p> <p>If the contract passed on the basis of technical alternative suggested by the bidder, the contracting authority reserves the right to introduce all the provisions there allowing him to guarantee itself against the real overrun costs of the alternative compared to his estimate of origin. In the absence of these last precise details, any additional charge due to an alternative will be inadmissible. To this end, it is specified that a bidder cannot claim to be compensated, if action is not taken on his offer. The contracting authority reserves the right not to act on an Invitation to tender, if it did not obtain a proposal which appears acceptable to him.</p>			
20	<p><b>Ethical Principles:</b> The Presidents and Members of the committee, the Bidders, and all other participants in the procedure must observe at all times the highest standards of professional ethics. They must, in particular, refrain from any form of corruption or other fraudulent practices. Under this principle, the above terms are defined as follows:</p> <p>(i) A person is guilty of "corruption" if they offer, give, solicit, or accept, directly or indirectly, any kind of benefit with the aim of influencing the actions of a public official during the awarding or execution of a contract or purchase order;</p> <p>(ii) A person is also guilty of "corruption" if they provide, solicit, or accept multiple bids submitted by the same bidder under different company names and/or registration numbers;</p> <p>(iii) A person engages in "fraudulent practices" if they distort or misrepresent facts in order to influence the awarding or execution of a contract or purchase order to the detriment of the Contracting Authority or the Delegated Contracting Authority. Fraudulent practices notably include any collusion or arrangement between bidders (before or after the bid submission) aimed at artificially maintaining quotation prices at levels that do not reflect those resulting from free and open competition, thereby depriving the Contracting Authority or the Delegated Contracting Authority of the benefits of such competition.</p>			
21	<p><b>Guarantee:</b> The works have a guarantee period of one year (12 months) as per the Special Administrative Conditions.</p>			

**DOCUMENT NO. 4:**  
**SPECIAL ADMINISTRATIVE CONDITIONS (SAC)**

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## **CHAPTER I: GENERAL PROVISIONS**

### **ARTICLE 1: PURPOSE OF THE INVITATION TO TENDER**

The purpose of this invitation to tender is for the rehabilitation and extension of Kumbo Town Water Supply, Bui Division, North West Region.

### **ARTICLE 2: AWARD PROCEDURE**

The contract shall be awarded following an Open National Invitation to Tender in accordance with Decree N°: 2018/366 of 20<sup>th</sup> June 2018 instituting the Public Contracts Code.

### **ARTICLE 3: DEFINITION AND DUTIES**

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

- **The Contracting Authority:** shall be the President of the Steering Committee of the PPRD NW-SW. He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to the Ministry in charge of Public Contracts and to the body in charge of regulation.
- **The Contract Engineer (Head of Regional Branch of PPRD NW),** hereinafter referred to as the Engineer. He/she shall be in charge of approbation of execution documents, supervising and controlling the technical execution of the works. He shall as well ensure he plays his roles spelled out in Article 26 of these Administrative Conditions and prepare documents for payments.
- **The Project Officer:** shall be the Procurement Manager PPRD, ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- **The authority in charge of the effective execution of the works:** the Ministry in charge of Public Contracts.
- **The Contractor** shall be *[to be specified]*, he ensures the execution of the contract as per the technical specifications.

**3.2 Security:** This contract may be used as security subject to any form of transfer of debt.

In this case:

- The authority in charge of ordering payment shall be the President of the Steering Committee of the PPRD NW-SW.
- The authority in charge of the clearance of expenditures shall be the Finance Controller of the PPRD.
- The body or official in charge of payment shall be the Specialised Treasury of the PPRD.
- The Project Officer shall furnish information within the context of execution of this contract.

### **ARTICLE 4: LANGUAGE(S) TO BE APPLICABLE IN THE JOBBING ORDER**

**4.1** The language to be used shall be *[English or French]*.

**4.2** The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the contract. If the laws and regulations in force at the date of signature of this contract are amended after the signature of the contract, the possible direct resulting costs shall be considered without gain or loss for either party.

### **ARTICLE 5: STANDARDS**

5.1 The works carried out under this contract shall comply with the standards set out in the Special Technical Specifications, and where no applicable standard is mentioned, with the authoritative standard in the field applicable in Cameroon. This shall be the most recently approved standard by the competent authority.

5.2 The co-contractor shall study, execute, and guarantee the works under this contract, taking into account the best practices for similar technological operations in Cameroon.

#### **ARTICLE 6 : CONTENT OF THE INVITATION TO TENDER**

The constituent contractual documents of this contract are in order of priority:

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

#### **ARTICLE 7: LAWS AND RULES APPLICABLE**

This contract shall be governed by the following general instruments.

1. Law N° 2018/011 of 11 July 2018 to lay down the Cameroon Code of Transparency and Good Governance in public finance management.
2. Law N° 2018/012 of 11 July 2018 relating to fiscal regime of the State and other public entities.
3. Law No. 2024/013 of 23 December 2024 the finance law of the Republic of Cameroon for the 2025 financial year.
4. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency modified by Decree N°2012/076 of 08 March 2012.
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. 2011/408 of 9 December 2011 on the organization of the Government.
7. Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code
8. Order N° 075/CAB/PM of 30 July 2024 on the reorganization of the PPRD NW-SW;
9. Circular No. 000019/LC/MINMAP of 05 June 2024 concerning the modalities of constitution, deposit, conservation, restitution and withdrawal of guarantee on Public Contracts;
10. Circular N° 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 financial Year.
11. Applicable standards.
12. Other instruments specific to the domain concerned with the contract

#### **ARTICLE 8: COMMUNICATION (ARTICLES 6 AND 10 SUPPLEMENTED)**

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: THE CONTRACTOR

Beyond the time-limit of 15 days fixed in article 6(1) of the GAC fails to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the Contractor and considered to have been served on;

b) In the case where the Project Owner is the addressee:

Such should be copied to the Contract Manager, Contract Engineer, Project Manager where need be, within the same deadline.

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

## **CHAPTER II: EXECUTION OF WORKS**

### **ARTICLE 9: CONSISTENCY OF THE WORKS**

The works consist of the Rehabilitation and extension of Kumbo Town Giant Water Supply, Bui Division, North West Region as time-limits for execution which covers:

- Transfer of networks and traffic maintenance.
- Supply of materials;
- Realization of tasks;

### **ARTICLE 10: TIME-LIMITS FOR EXECUTION/TIME-LIMITS FOR MOBILIZATION**

Under no circumstances shall the duration for execution exceed five (05) months except in the situation of Force Majeure. Since a contract whose execution duration is maximum one (01) year cannot undergo price revision, price revision shall not be tolerated during the execution of this project.

Time-limits for mobilization shall run as from the date of reception of the service order to start work. Within this time, the contractor shall not modify any of his unit prices. A copy of the service order shall be forwarded to the Contracting Authority, signatory of the contract.

### **ARTICLE 11: OBLIGATION OF THE CONTRACTING AUTHORITY**

The Contracting Authority (CA) shall take all necessary measures to facilitate the execution by ensuring that the contractor submit two (02) original copies of the registered contract and three (03) photocopies of the registered contract within a maximum duration of thirty seven (37) days as from the date of notification of the contract otherwise he/she (the contractor) will be sanctioned. The copies will be distributed as follow:-

- One original copy to the office of the Contracting Authority
- One original copy to the office of the Regulatory Organ (*copy to be given to the CA*)
- One photocopy to the office of the Control Brigade, MINMAP (*copy to be given to the CA*)
- One photocopy to the Regional Branch of PPRD for the North West Region (*copy to be given to the CA*)
- One photocopy to the office of the Chief of Contracts Award (*copy to be given to the CA*)

### **ARTICLE 12: ADMINISTRATIVE ORDERS (ARTICLE 8 OF GAC)**

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

- 12.1 The Administrative Order to start execution of the works shall be signed by the Contracting Authority and notified to the contractor by the Project Owner with a copy to the, the Contract Manager, Contract Engineer, the financial services and the Project Manager, where applicable.
- 12.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the Contract Engineer, the Project Manager and the financial services. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 12.3 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 and Contract Manager.
- 12.4 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 and Project Manager.
- 12.5 Administrative Orders for suspension or resumption of work because 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 and Project Manager.
- 12.6 Administrative Orders prescribing the 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.
- 12.7 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.
- 12.8 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a maximum of five (5) days from the date of transmission by the Contracting Authority to the Project Owner. 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 13: ROLE AND RESPONSIBILITY OF THE CONTRACTOR (ENTREPRENEUR)**

The contractor shall provide to the Contracting Authority two (02) original copies of the registered contract and three (03) photocopies of the registered contract to be distributed as stipulated in Article 13 above and submit a copy each of an original copy to the Project Engineer and Project Owner. The contractor has as mission to assure the execution of tasks under the control of a Project Engineer and in accordance with the rules and norms in force. Hence, the contractor is responsible with regard to the administration, for the organization and the conduct of the site, the quality of the materials and supplies used by him, their perfect adaptation to the needs of the site and the good execution of tasks. Tasks will be executed in accordance with the plans and technical specifications, that is, according to the rules of the art. To this effect, the contractor shall take all measures to provide all necessary means to hire competent staff.

Hence:

\*He shall within the thirty(30) days from date of notification of the service order to start work, submit to the Chief of Service of the Contract for approval an execution program otherwise he shall pay penalties amounting up to 1/5000<sup>th</sup> of the contract amount (ATI) for every calendar day of lateness. These penalties shall equally be applied in case of delays after the deadline attributed for corrections to be made on the execution program. As well, these penalties shall be applied on any stakeholder who delays the process

of approving the execution program submitted or who carries out abusive rejects of the execution program; In no circumstance shall the execution program be rejected more than two (02) times.

\*He shall fulfil his fiscal duties to the staff deployed for the execution of the tasks and shall put in place an installation and ensure the organization of the site, thereby guaranteeing the security of supplies and people on the site;

\* He shall be held responsible therefore for any damage that may occur on the material and people on the site because of his works until the end of the period of guarantee;

\*The contractor shall be held fully responsible for accidents and damages of all nature that may occur to his staff, third parties, agents of the Project engineer, his material for the realization of the contract arising from this present invitation to tender, during the execution of the tasks;

\*He has the obligation to put back to its original state the surrounding environment damaged during the execution of the project;

**NB:**

-The contractor remains responsible for the totality of the site including interventions of his accepted Sub-Contractors. It is his responsibility to assure the coordination of the activities of the suppliers, of the Sub-Contractors whose contribution is necessary to him for the different working groups on site.

-Regular site meetings shall be held at the initiative of the Project engineer. The participation of the site Foreman at site meetings shall be obligatory. To this effect, the contractor shall keep a site register that shall be available to the project engineer and contractor's representatives.

-The contractor shall put in place all human and material resources necessary for the execution of works within the prescribed time-limits.

**ARTICLE 14: CONTRACTS WITH CONDITIONAL PHASES (ARTICLE 9 OF GAC)**

**14.1 [Specify if the contract has one or several phases]**

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

**14.2** The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be [to be specified].

**ARTICLE 15: EQUIPMENT AND PERSONNEL FOR THE PROJECT**

The contractor shall undertake to mobilize the human and material resources necessary for satisfactory execution of works as required by the Special Administrative and Technical Conditions.

Any amendments to this invitation to tender shall be subject to the prior written approval of the Contracting Authority. In case of any replacement of personnel, the contractor shall replace personnel with personnel of at least equal competence (qualifications and experience) or in case of equipment, with of equal performance and in good working condition.

Whatever the case and except in case of force majeure, the contractor shall not replace more than fifty percent (50%) of his personnel without being liable to the procedure for termination of the contract.

If the Project Engineer requests for the replacement of a worker for serious misconduct duly recorded by both parties, the contractor shall immediately replace the said worker at his own expense.

**ARTICLE 16: DOCUMENTS TO BE FURNISHED BY THE CONTRACTOR**

**16.1 Work Programme, Quality Assurance Plan, and Other Documents**

- a) Within a maximum period of 15 days from the notification of the order to commence works, the Administration's co-contractor shall submit, in five (05) copies, for approval by the Contract Manager after consultation with the *Contract Engineer* the work execution programme, its procurement schedule, its draft Quality Assurance Plan (QAP), and, where applicable, its Environmental Management Plan.

This programme shall be presented exclusively according to the templates provided and shall include, in particular:

- The minutes defining the tasks to be performed, where applicable;
- The list of works to be subcontracted;
- The description of measures to maintain traffic flow, where applicable;
- Etc.

Two (2) copies of these documents shall be returned to the co-contractor within 15 days from their receipt, bearing either:

- The approval stamp "APPROVED FOR EXECUTION"; or
- The mention of rejection, accompanied by the reasons for said rejection.

The Administration's co-contractor shall then have 8 days to present a new project. The Contract Engineer shall have 5 days to approve or provide any comments. The approval periods for the execution programme shall suspend the execution period.

Approval granted by the Project Manager shall in no way diminish the co-contractor's liability. However, works executed prior to the approval of the programme shall neither be acknowledged nor paid for, unless expressly ordered.

The updated and approved schedule shall become the contractual schedule.

The co-contractor shall constantly maintain, on-site, an updated work schedule reflecting the actual progress of the site. Significant changes to the contractual programme may only be made after obtaining approval from the Contract Engineer.

Once the execution programme is approved by the Contract Engineer, it shall be transmitted within 5 days to the Contracting Authority or the Delegated Contracting Authority, without suspending its execution. However, should significant modifications be found that distort the objective of the contract or the nature of the works, the Contracting Authority or the Delegated Contracting Authority shall return the execution programme, accompanied by reservations to be addressed, within fifteen (15) days of its receipt.

- b) The Environmental and Social Management Plan shall detail, in particular, the criteria for selecting technical and base camp sites, the conditions for borrowing extraction sites, and the conditions for restoring work and installation sites.
- c) The co-contractor shall indicate in the programme the equipment and methods intended for use as well as the number of personnel planned for employment.

#### **16.2 Execution Project**

- a) Within a maximum period of 15 days from the date of notification of the order to commence works, the co-contractor shall submit, for the approval of the Contract Engineer or the Project Manager where applicable, an execution project in 5 copies, including in particular:
- The minutes defining the tasks to be performed;
  - The record of existing damages, where applicable;
  - The route diagram or the work alignment diagram, where applicable;
  - The description of the intended work execution processes and methods, including the anticipated use of personnel, equipment, and materials;
  - The execution plans for the structures and the related calculation notes;

- The supply plans;
- The graphical work schedule;
- The list of works that the co-contractor intend, where applicable, to subcontract.

The updated and approved schedule shall become the contractual schedule. It must highlight critical tasks. The co-contractor shall constantly maintain, on-site, an updated work schedule reflecting the actual progress of the site.

In the event of non-compliance with the deadlines for approval of the above documents by the Administration, they shall be deemed approved.

#### **ARTICLE 17: PROVISION OF DOCUMENTS AND SITE**

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

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

#### **Article 18: INSURANCE AND PROTECTION OF THE SITES**

##### **18.1. Packaging for the Transport of Equipment and Materials**

The supplier must take all necessary measures to ensure that the equipment or materials are properly protected by careful and appropriate packaging suitable for maritime, air, rail, or road transport. The supplier must make every effort to repair any damage that may occur during transport up to the delivery site.

##### **18.2. Insurance**

a) The contract holder is required, upon notification of the contract, to take out an insurance policy with one or more approved insurance companies, covering the risks associated with the execution of the services under the contract.

b) The following insurance policies are required under this Contract, for the minimum amounts, deductibles, and other minimum conditions, within fifteen (15) days of notification of the contract (to be specified according to the list below):

Third-party liability insurance covering the risk of bodily injury caused to third parties or the risk of death of third parties (including personnel of the Contracting Authority), as well as risks of loss or damage occurring during the execution of the works to goods during supply, installation, or assembly, where applicable;

"All Risks" construction insurance covering the loss of or damage to the Installations on-site occurring before the completion of the Installations, with an extension of coverage for the co-contractor's liability for loss or damage occurring during the warranty period, for as long as the co-contractor remains on-site to fulfil their obligations during the warranty period;

Decennial liability insurance, where applicable;

Other insurances: any other insurance policies that may be specifically agreed between the parties to the contract.

c) In any case, the policy must cover all bodily injury, material damage, and consequential losses caused to third parties or to the works, from the day following its subscription until the final acceptance of the services or until the end of the decennial period, where applicable.

d) If the co-contractor fails to take out and/or maintain the insurance policies referred to above, the Contracting Authority may take out and maintain such insurance and deduct, from time to time, from any sums due to the co-contractor under the contract, any premium the Contracting Authority has paid to the insurer, or otherwise recover the amount of the premium paid, which shall be considered as a debt owed by the co-contractor.

e) The co-contractor shall ensure that its subcontractors take out and maintain, to the extent necessary, appropriate insurance policies covering their personnel, vehicles, and the services they perform under the contract, unless these subcontractors are covered by the policies taken out by the co-contractor.

#### **ARTICLE 19: SUB-CONTRACTING**

The contractor may assign execution of part of the contract to one or several sub-contractors provided he mentioned it clearly in his bids in terms of qualifications, references of the Sub Contractor envisaged and percentage of the initial contract amount and its additional clauses to be sub contracted. All subcontracting to a third party for the execution of a part of the works foreseen in the contract arising from this invitation to tender shall be subordinated to the prior authorization of the Contracting Authority at a maximum of 30% of the initial contract amount and its additional clauses. This authorization shall not free the contractor from any of his contractual obligations. The contractor shall see to it that the sub-contractor is in order with Cameroon's Administration. Sub-contractors shall fulfil the same conditions as the main contractor. Non-compliance with the above provisions shall give rise to termination of the contract. Sub-contractors shall fulfil the same technical and financial conditions with the contractor. They shall execute the works under the sole and full responsibility of the main contractor

Whatever the case, before the Contracting Authority, the contractor shall remain solely responsible for the discharge of the contract as per the contractual obligations.

*Remark: Penalties of 1/5000<sup>th</sup> the initial contract amount shall be applied on any stakeholder who delays from seven (07) days and above the process required to validate the subcontracting.*

#### **ARTICLE 20: SITE LABORATORY AND TRIALS**

20.1 Indicate if necessary the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.

20.2 The Contract Manager has a deadline of [specify] days to approve the contractor's personnel and laboratory as soon as the request is made.

#### **ARTICLE 21: SITE LOGBOOK AND PLANNING OF WORKS**

21.1 The Site logbook must be systematically jointly signed by the Project Manager or Engineer, where need be and the contractor's representative each day.

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.

Within ten days from the date of notification of the service order to begin works, the contractor shall submit to the Project Engineer the program of works (planning) in five copies for approval. The contractor shall constantly update the planning of works, considering the advancement on site. Any important modifications to this program will only be applied after having received the project engineer's prior agreement. It shall be established every month end at the contractor's diligence and at his expenses, the state of advancement of works to be sent to the administration in seven copies.

The co-contractor is required to open a site logbook before any commencement of works. This is a unique, mutually recognised document. Its pages must be numbered and initialled. No page must be removed. Any crossed-out or cancelled entries must be indicated in the margin for validation.

The following must be recorded daily:

- Administrative operations related to the execution and settlement of the contract (notifications, test results, attachments);
- Weather conditions;

- Material deliveries and approvals of all kinds;
- Incidents or any details of any nature that may have an impact on the future condition of the works or the actual duration of the works;
- Etc.

The co-contractor may also record incidents or observations that could give rise to a claim on their part.

The logbook must be signed by the Project Manager and the co-contractor's representative at each site visit.

For any possible claim made by the co-contractor, only the events or documents duly recorded in the site logbook in due time, along with the other contractual documents, may be invoked.

21.2. Site Meetings: In addition to regular site meetings organised by the Project Manager, periodic meetings must be held in the presence of the Head of the Market Department and the Market Engineer or their representative. [Specify frequency]. Minutes of each site meeting shall be prepared and signed by all participants.

**ARTICLE 22: USE OF EXPLOSIVES (ARTICLE 60 OF THE GAC): NOT APPLICABLE**

### **CHAPTER III: ACCEPTANCE**

**ARTICLE 23: DOCUMENTS TO BE PROVIDED BEFORE TECHNICAL ACCEPTANCE:**

The co-contractor must, at least ten (10) days prior to the provisional acceptance of the subsequent contract, submit the following documents to the Contracting Authority or the Delegated Contracting Authority [Specify any special provisions where applicable]:

1. A copy of the invoice or statement describing the works, indicating their quantities, their unit prices, and the total amount;
2. Notification of acceptance;
3. Copy of the final performance bond;
4. Copy of the insurance policy, where applicable;
5. Other documents to be specified.

**ARTICLE 24: PROVISIONAL ACCEPTANCE:**

After technical acceptance, the Contractor shall request for acceptance by writing to the Project Owner with copies to Project Engineer and Contracting Authority. It shall be recommended to the Project Owner by the Project Engineer and the date for it shall be agreed upon based on confirmation from the Contractor. The Project Owner shall then invite members of acceptance committee made up of:

- The Project Owner or Representative.....Chairperson
- The Project Engineer PPRD.....Secretary
- The Chief of Service for Contract PPRD..... Member
- The Contractor.....Member
- The Divisional Delegate of MINEE, Bui Division .....Member
- The Representative of MINMAP Bui Division.....Observer
- The Mayor of Kumbo or representative.....Observer,

During acceptance, the committee shall examine the reports of the pre-technical and technical acceptances and carry on the acceptance if appropriate. The Secretary of the committee shall draw up a report which may declare either of the following:

- Refusal of acceptance of works;

- Acceptance of works with reserve;
- Acceptance of works without reserve.

**Remark:** *A reception report shall be prepared by the Project Engineer on the site and signed by 2/3 commission members on site as well.*

**NB:** 2/3 above mentioned committee members are present, Acceptance will take place.

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

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

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

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

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

#### **ARTICLE 25: DOCUMENTS TO BE PROVIDED AFTER COMPLETION**

The co-contractor shall submit to the Project Manager, where applicable, or to the Market Engineer, within thirty (30) days following the date of the provisional acceptance of all the works, the as-built drawings.

25.1. [Specify the list of other documents to be provided within 30 days after provisional acceptance.]

25.2. [Specify the amount to be withheld from the performance bond as a penalty for failure to provide the said documents.]

#### **ARTICLE 26: PERIOD OF GUARANTEE**

This period shall last for twelve (12) months as from the date of provisional acceptance. The period of guarantee concerns works relating to the structure and exhaust equipment that may be installed.

Maintenance during the period of guarantee:

During the period of guarantee, the Contractor shall carry out periodic visits (*maximum every three months*) and carry out at his expense repairs in due time of any disorder that may occur as a result of defects in the structure. Hence, before the Contracting Authority, the contractor shall be responsible for any disorder that may occur to the structure, except those resulting from fair wear and tear, even those which have not been recorded by the Project Engineer. The contractor shall within twenty (20) days from date of information carry out the repairs identified by the Project Engineer and/or Project Owner. After this deadline, the Project Engineer shall have the right to have the repairs carried out at the contractor's expense.

#### **ARTICLE 27: FINAL ACCEPTANCE**

After visiting the site, the acceptance committee shall examine the report of provisional acceptance and carry on the final acceptance if appropriate. The final acceptance shall give rise to an acceptance report signed on the spot by all the parties.

The Committee shall be made up the same personalities as in case for provisional acceptance.

During final acceptance, the Secretary of the committee shall draw up a report which may declare either of the following:

- Refusal of acceptance of works because of reserves identified;
- Acceptance of works without reserve.

- In case of refusal, a time limit shall be given by the committee, during which the contractor shall accomplish the reserves and request the Project Engineer to off-lift of the reserves for a new acceptance to be carried out.

**Remark:** *An acceptance report shall be prepared by the Project engineer on the site and signed by 2/3 the members on site as well.*

#### **ARTICLE 28: LEGAL GUARANTEE**

The contractor shall abide by the laws governing labour in the Republic of Cameroon and as well in its own organization in the implementation of the contract. As far as possible, he shall give pride of place to Cameroonians during recruitments. If in Cameroon, these laws, regulations, administrative and fiscal obligations in force are changed after the signature of the contract, the eventual costs will be borne by the contracting parties.

### **CHAPTER IV: FINANCIAL CLAUSES**

#### **ARTICLE 29: AMOUNT OF THE CONTRACT**

The amount of the contract (.....*Francs CFA, ATI*) shall be stated in the detailed cost estimates, on the flyleaf and on the signature page. The detail cost estimate shall include total without taxes, Value Added Tax (VAT), Income tax (AIR), total taxes, total with taxes inclusive (ATI) and net payable.

#### **ARTICLE 30: PLACE AND MODE OF PAYMENT**

Within the meaning of the security regime laid down Decree N<sup>o</sup>. 2018/366 of 20<sup>th</sup> June 2018 to lay down the Public Contracts Code; the following definitions of duties shall apply:

- (a) The Contracting Authority shall make sure all taxes appear on the contract and are deducted in the payment documents ("decompte");
- (b) The Contract Engineer shall visa the payment documents before the Final payment can be effected;
- (c) The Specialized Paymaster of the PPRD shall be in charge of payments;
- (d) Security shall be subject to the rules governing public contracts and
- (e) Payments shall be done by bank transfer.
- (f) The contractor may obtain periodic payments on account. This periodic payments may be spread out during the term of the contract in several periodic installments
- (g) Each payment on account shall include a part corresponding to building materials bought for the execution of the works and are on site. The amount for these materials is obtained by taking into account the prices from the sub-details. Materials having been the subject of payment on account cannot be taken away from the site without a written authorization of the Project Owner or the Project Engineer.

In respect of the above:-

#### **\* Mode of payment of works executed**

In view of the application of the law on collateral prescribed in the Decree N<sup>o</sup> 2004/275 of 24 September 2004, the contractor shall be paid through accounts drawn up by applying the prices on the unit price schedule for tasks actually accomplished. In order to realize this:-

- The Project Engineer and the Contractor shall periodically draw a joint statement summarizing and setting the quantities achieved and record for each heading. Works executed by the contractor and entered into the job cost sheet give entitlement to payment on account (bill) may give right to payment;
- Not later than the fifth (5th) of the month following the month when the work was carried out, the contractor shall furnish to the Project Engineer seven (07) copies of three draft (03) provisional monthly accounts;
- After completion of works and within fifteen (15) days following the date of acceptance, the contractor shall, from the joint records, draw the draft final account of works actually carried out which shall sum up the amounts that he can claim as payment for the works executed. The draft final account which shall be the summary of the periodic statements of account shall be submitted by the contractor for verification and approval by the Project Engineer and once approved by the Project Engineer the draft final account shall become the final account. It shall serve for making out the final payment to settle the contract drawn up under the same conditions as those defined below relating to drawing of monthly accounts;
- At the end of the period of guarantee, the Project Engineer shall draw up the general and final account which shall be countersigned by the contractor and the Contracting Authority. The guide on how this account shall be established shall be provided by the Contracting Authority who shall depend on how the Contractor respected his commitments during the guarantee period;
- The signing of the general and final account without reserve by the contractor shall definitely bind the parties and put an end to the contract, except for issues concerning default interests;
- Default interests shall be paid by statement of the amounts owed;
- The currency of the tender and payment shall be the CFA Franc.
- The bill of taxes will be paid into the state coffers. Only amount without taxes will be paid to the contractor in such a way that 98.9% shall be paid in the account of the contractor and 1.1% shall be paid in the public treasury.

Upon presentation of an account drawn up by the contractor in seven (07) copies including the stamped original copy, the Project Engineer shall after verification finalize and transmit to the Authorizing Officer (the President of Steering Committee of the PPRD NW-SW) who in turn shall verify and sign as a means to order for payment and transmit for payment. The Finance Controller after verification and concluded good for payment shall affix a VISA (FINAL PAYMENT) and transmit to the Specialized Treasurer of the PPRD who shall commit the payment to be carried out as defined in the contract in respect to the information on the credit card;

Each request for payment shall include the following documents:

- Seven copies of the final account mentioned above;
- Seven copies of signed Statements of work done;
- Acceptance report signed by all the members of the acceptance committee;
- Report of execution of work ("attachement") signed by the Project Engineer and bearing the visa of the authorising officer ;
- A copy of the following documents making up the tax file certified by the relevant Authorities and dated less than three (03) months:
  - An attestation of non-indebtedness;
  - An attestation of localisation;

- > A Business licence;
- > A clearance attesting to the payment of taxes;
- > An attestation of solvency (non-bankruptcy), also called certificates of incorporation;
- > A Clearance Certificates issued by the National Social Insurance Fund ("CNPS").
- > An attestation of Bank account;

**REMARK:** Payment on account may be spread over the duration of the execution of the Contract according to technical execution phases as defined in the contract. The amount of payment shall not exceed the value of the technical execution phases carried out. In such a case, for payment to be effected the contractor shall before the 5<sup>th</sup> of the every month following the works executed transmit seven (7) copies of the partial invoices to the Project Engineer who shall within a time-limit of seven (7) days approve and forward for processing by the services of MINMAP and MINFI. Venue of payment of works executed: It shall be carried out by the Specialized Treasury of the PPRD Yaounde.

## ARTICLE 31: GUARANTEE AND BONDS

Any Structure having issued a guarantee to a Contractor must undertake to pay on the order of the Contracting Authority, the amount corresponding to the guarantee in case of default on the side of the Contractor.

### a) Final bond

The final bond (*final surety*) of the contract referred to as security in guarantee for complete execution shall be provided within twenty (20) days as from the date of notification of the contract and in any case before the first payment and/or before the expiry of the bid bond. It shall be addressed to the Contracting Authority who shall then act as the Beneficiary, reason why he shall be one to keep it. The amount of the final bond shall be 2% of the value of the initial contract, all taxes inclusive (ATI). The bid bond shall only be returned to the contractor by the Contracting Authority once the final bond has been provided. The Bank that issued shall refund corresponding amount upon presentation of the original bid bond by the Contractor.

#### *Remarks:*

- The final bond may be replaced by a bond (bank guarantee) issued by a banking establishment or any financial institution approved by the Ministry in charge of Finance.
- As concern Small and Medium Enterprises constituted of National Capital and managed by Nationals, the final bond may be replaced by a Statutory Lien bond (bank guarantee) issued banking establishment or any financial institution approved by the Ministry in charge of Finance.
- The final bond shall be released upon written request of the contractor after completion of works proven by technical acceptance minutes duly signed by all the members of its committee.
- The final bond shall be addressed to the Contracting Authority who shall then act as the Beneficiary.
- In case where the Contractor does not provide the final bond within the twenty (20) days, he shall pay penalties amounting up to 1/5000<sup>th</sup> of the contract amount (ATI).

### b) Retention Bond

The retention bond (*Performance bond*) of the contract referred to as security in guarantee for proper execution shall be the sum deducted (blocked up) from the amount on account during each payment made to the Contractor. After provisional acceptance, the guarantee period of this project shall be one year during which the Contractor shall be expected to carry out period visits every three months to carry out corrections of imperfections or defects. The amount of the retention bond shall be 10% of the value of the initial contract (all taxes inclusive), increased if need may be, by the value of the additional clauses.

**Remarks:**

- *The retention bond may be replaced by a bank guarantee issued by a banking establishment or any financial institution approved by the Ministry in charge of Finance.*
- *The retention bond shall only be refunded to the Contractor upon a Release Order issued by the Contracting Authority after fulfilment of the contractual obligations by the Contractor proven by final acceptance minutes duly signed by all the members of its committee. The Release Order must be issued within thirty (30) days from expiration of the guarantee deadline or where the contract has no such deadline, following the final acceptance of works otherwise if there is no notification from the Contracting Authority to the Contractor for having not honoured his obligations, the Competent Structure shall undertake to refund the guarantee or release the bond upon a simple request from the Contractor. In the case of notification, the end of the commitment of the bond shall only be put into effect by a Release Order issued by the Contracting Authority. After the expiry of the deadline, the bond shall cease from having any effect even in the absence of the release.*
- *If for any reason, the Contractor refuses to carry out corrections of imperfections or defects during the period of guarantee, the Contracting Authority, Project Owner and the Project Engineer shall have the right to carry out the corrections using any other contractor who shall be paid using the amount retained for the retention bond at the expense of the main by virtue of the contract.*

**ARTICLE 32: PRICE VARIATION**

The Contractor's prices stated on the unit price schedule shall be considered as having been set on the basis of the economic conditions prevailing in the Republic of Cameroon during the month preceding that of submission.

The contractor shall be considered as having perfect knowledge of all the constraints relating to the execution of works and all the conditions that may influence this execution, as he must have personally been to the site before submitting his bid, notably:

- the nature and quality of the land and soils;
- transport and access conditions to the site at any period of the year;
- constraints relating to the geographic situation of works;
- water regime and rainfall in the area and possible risk of flood ;
- Presence or absence of a Development association in the village.

The amounts of the price list comprise all the expenses of the manpower participating directly or indirectly in the execution of works, including salaries and allowances, insurance charges, wage bill, travelling expenses.

They also comprise the following headings:

- Conveyance, assembling, maintenance, dismantling and folding up of all the structures including offices, laboratories, possible quarry material, workshops, accommodation etc;
- Conveyance, supply, storing and transport of all the materials, ingredient, fuel, lubricant, etc;
- Maintenance of existing structures used for the execution of the contract arising from this invitation to tender;
- Prospecting for sources of materials, extraction, storing , drainage of deposits;
- Measures aimed at reducing direct environmental impacts;
- Maintenance of structures during the period of guarantee;
- Insurance including civil liability;

- Insurance charges for the project;
- Financial charges and overheads for the project;
- Remuneration for profit and unknown factors.

Prices on the price list shall include all the execution charges whether or not they are provided for in the Special administrative conditions or the Special technical conditions. A modification of quantities may be brought in the volume of works, increasing or reducing it, irrespective of the volume of the works actually executed; unit prices of the unit price list shall be applied.

#### **ARTICLE 33: PRICE REVISION FORMULA**

In respect to the maximum works execution deadline of five (05) months defined in the tender, the prices shall be concluded firm and so shall be final and unchangeable. As well the contract arising from this tender shall not be subject to price revision.

Note should be taken that the contract amount that shall arise from this tender shall be lump sum. Hence, possible differences noticed for each type of structure or each element of the structure between the quantities in the cost estimates and the quantities effectively executed shall not lead to the modification of the said contract amount. This applies to errors that the cost estimates may include. The contract shall be paid on the basis of approved plans by the contracting parties.

#### **ARTICLE 34: PRICE UPDATING FORMULAS: (not applicable)**

#### **ARTICLE 35: INTERNAL WORKS**

35.1. The co-contractor shall be required to provide the Contracting Authority or the Delegated Contracting Authority with the labour, materials, tools, and any other means necessary that may be requested to carry out certain works on a daily basis, provided that the request is made at least eight (8) days in advance and relates to the object of the contract. The amount of the work referred to in paragraph 1 above may not exceed two per cent (2%) of the total contract amount, inclusive of all taxes (TTC).

35.2. In the event of a duly established default by the Administration's co-contractor, the Contracting Authority or the Delegated Contracting Authority may, instead of terminating the contract, and with the express authorisation of the Authority in charge of public procurement, order that all or part of the works be carried out on a daily basis at the expense and risk of the said co-contractor. [Refer to the specific regulation of the Authority in charge of public procurement defining the conditions for carrying out daily.]

35.3 Works carried out on a daily basis shall be remunerated based on the unit daily prices provided for in the contract, or, failing that, based on the wages, allowances, social charges, and sums spent on supplies and equipment, increased under the conditions set out by the specific regulation of the Authority in charge of public procurement, to cover overhead costs, taxes, and profit.

#### **ARTICLE 36: VALORISATION OF WORKS**

36.1. Advance payments for supplies may be granted in respect of expenses incurred for the execution of the works, supplies, or services covered by a contract. The payment terms for such advances are set out in the Public Procurement Code.

36.2. No guarantee is required for advance payments on supplies.

36.3. In all cases, the co-contractor of the administration is responsible for the safekeeping of the materials for which an advance for supplies has been granted, until the acceptance of the works.

#### **ARTICLE 37: START-OFF ADVANCE**

The Contractor may through a simple request without any justification addressed to the Project Owner with copy addressed to the Contracting Authority obtain a so-called "start-off" advance or advance "for purchase of building materials". The Start-Off Advance or payment of the start-off advance shall be at most 20% the initial contract price (*i.e. all taxes inclusive*) but the advance must be guaranteed at 100% by a Bank or financial institution recognized by the Ministry in charge of Finance.

This advance may be released after the notification of the Service order to start the work. It's reimbursed by deduction done at 50% on each payment on the account ("décompte") made to the contract holder during execution as from when works must have been executed more than 40% of the contract and must be totally reimbursed not later than when the execution of the contract must have reached 80%, i.e. when the value of the basic price of the goods & services rendered shall have reached 80% of the contract price. Following of the rate of reimbursement of the advance, the Contracting authority shall authorize the payment of the corresponding part of the contract upon written request. Whatever be the case, the reimbursement must be completed one (01) month before the date of expiration of the contractual period. As the start-off advance is refunded, the Contracting Authority shall release the corresponding bid bond if the contractor requests it.

#### **ARTICLE 38: PAYMENT OF WORKS**

**38.1 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.

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

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

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

- [1-2.2 and/or – (7.5 or 15%)] paid directly into the account of the contractor.
- 2.2 % paid to the public treasury as AIR due by the contractor.
- 7.5% or 15% paid into the public treasury as TSR due by the contractor.

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

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

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

#### **ARTICLE 39: INTEREST ON OVERDUE PAYMENTS**

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

#### **ARTICLE 40: PENALTIES**

##### **A. Penalties for delay**

- (a) **Penalties for lateness:** In case of failure by the contractor to complete the work within the contractual time-limits, he shall be subject to the following penalties:
- 1/2000<sup>th</sup> of the amount of the contract per calendar day overrun, from the 1<sup>st</sup> to the 30<sup>th</sup> day;
  - 1/1000<sup>th</sup> of the amount of the contract per calendar day, beyond the 30<sup>th</sup> day;
  - Penalties for lateness shall not exceed ten percent (10%) of the amount of the contract; A percentage higher than 10% shall lead to termination of the contract.
- (b) **Specific penalties:** Apart from penalties of overrun of the contractual time-limits, the Contractor shall be liable to the following particular penalties for the non-respect of the terms of the contract notably:-
- *The late provision of the final bond:* In case where the Contractor does not provide the final bond within the twenty (20) days from date of notification of the contract, he shall pay penalties amounting up to 1/5000<sup>th</sup> of the contract amount (ATI) for every calendar day of lateness;
  - *The late provision of the insurance policy:* If after fifteen (15) days from the notification of the contract the contractor has not provided an insurance policy covering all risk on site, all execution activities shall be suspended without suspending the execution deadline. Hence penalties arising from failure to complete the work within the contractual time-limits shall be paid. After two months from the date of notification of the contract the Contractor has not complied, the contract may be terminated;
  - *The late provision of the execution program:* In case where the Contractor does not provide the execution program within the thirty(30) days from date of notification of the service order to start work, he shall pay penalties amounting up to 1/5000<sup>th</sup> of the contract amount (ATI) for every calendar day of lateness. As well, these penalties shall be applied on any stakeholder who delays the process of approving the execution program submitted or who carries out abusive rejects of the execution program;
  - *The late request for site installation:* If within fifteen (15) days from the date of notification of the service order to start execution site installation is not carried out, the Contractor shall pay penalties of 1/5000<sup>th</sup> the cost of the contract (ATI) for every calendar day of lateness.
  - *The replacement of Key Personnel:* If in replacement of key personnel, the qualities of the personnel proposed are less than that of the personnel replaced in terms of qualification, experience and competence, such replacement shall attract penalties of 1/5000<sup>th</sup> the cost of the contract (ATI) independently of the procedure for validation of the new personnel. The above penalties shall not apply for situations of force majeure such as incapacitation of personnel due to accident and death of personnel or in a situation duly recognized by the procedure spelled out in Article 50 of these Administrative Conditions.
  - *Absence of Project Site Log Book:* It shall attract penalties of 1/5000<sup>th</sup> the cost of the contract (ATI) of the main Contractor and that of the Chief of Service of the Contract as the case be of complicity.
- Remark: The total of penalties shall not be more than 10% the amount of the contract in concerned otherwise the contract will be terminated.**

#### ARTICLE 41: SETTLEMENT IN CASE OF GROUPINGS

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

#### ARTICLE 42: TAX AND CUSTOMS SCHEDULE (ARTICLE 36 OF GAC)

1. 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:
2. Taxes and dues relating to industrial and commercial profits, including the IAR which is a deduction on company taxes.
3. Registration dues in accordance with the Tax Code.
4. Dues and taxes attached to the execution of services provided for in the contract.
5. Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
6. Council dues and taxes.
7. Dues and taxes relating to the extraction of Building materials and water.
8. These elements must be included in the costs which the undertaking imputes on its running costs and constitute one of the elements of the sub-details of prices exclusive of taxes. All taxes inclusive prices mean VAT included.

#### **ARTICLE 43: STAMP DUTY AND REGISTRATION (ARTICLE 37 OF GAC)**

Seven (7) original copies of each constituent document of the contract arising from this invitation to tender shall be stamped and registered by at the expense of the contractor, in accordance with the laws in force; within thirty (30) days as from the date of notification of the contract by the Contracting Authority.

### **CHAPTER V: MISCELLANEOUS PROVISIONS**

#### **ARTICLE 44: EXECUTION OF THE CONTRACT**

The time-limit for the execution of the works forming the subject of this contract shall be five (05) months. This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works.

44.1 The contract is automatically terminated in one of the following cases:

- a) Death of the contractor. In this case, the Project Owner or the Delegated Project Owner may, if necessary, allow proposals presented by the heirs for the continuation of services to be accepted;
- b) Bankruptcy of the contractor. In this case, the Project Owner may accept, if necessary, proposals presented by creditors for the continuation of services;
- c) Judicial liquidation, if the Administration's co-contractor is not authorized by the court to continue operating their business;
- d) In the case of subcontracting, co-contracting, or sub-contracting without prior authorization from the Project Owner or the Delegated Project Owner;
- e) Failure of the Administration's co-contractor, duly notified to them by the Project Owner or the Delegated Project Owner through a service order constituting a formal notice, after evaluation and identification of the failure;
- f) Non-compliance with labour laws or regulations;
- g) Significant variation in prices under the conditions defined in the General Administrative Clauses, due to changes in economic conditions or the initial quantities of the contract;
- h) Fraudulent practices and corruption duly confirmed.

44.2 The contract may also be terminated under the conditions stipulated in the CCAG, particularly in one of the following cases:

Delay in the works resulting in penalties exceeding 10% of the total contract amount including taxes;  
Postponement or prolonged interruption decided by the Project Owner or the Delegated Project Owner;  
Persistent non-payment for services;

Refusal to resume work that was poorly executed;

44.3 The contract may also be terminated without fault of the contractors, particularly in one of the following cases:

Force majeure, with the prior notice of the Public Procurement Authority, in the absence of any responsibility on the part of the Administration's co-contractor, without prejudice to any compensation the latter may be entitled to;

Persistent non-payment for services;

Reason of public interest.

#### **ARTICLE 45 : FORCE MAJEURE**

In the event of circumstances beyond the supplier's control, the Supplier shall only be relieved of his responsibilities if he notifies the PPRD NW SW in writing of his intention to evoke circumstances of force majeure within 15 days of the occurrence of the event. The PPRD reserves the right to appreciate the circumstances of the force majeure.

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

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

#### **ARTICLE 46 : DISPUTES AND LITIGATIONS**

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. The contract may be terminated as per article 180-183 of Decree NO. 2018/366 of 20th June 2018 to lay down the Public Contracts Code; and the following special conditions:

- non-registration of the contract within the required time-limits;
- non-compliance of technical documents;
- a delay exceeding fifteen calendar days in the execution of a service order or an unjustified halt of works exceeding seven (07) calendar days;
- a delay giving rise to penalties beyond 10% of the amount of the contract;
- refusal to carry over works declared not properly done;
- refusal to carry out works notified by service order;
- unilateral modification to provisions of the tender file relating to materials and supervisory staff;
- replacement of more than 50% of personnel ;
- Non-payment of insurance charges.

#### **ARTICLE 47: DISSEMINATION OF THE CONTRACT**

Ten (10) copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager. The Contractor shall put up a visible sign board (total height=2,80meters, width=1,20meters, board thickness=2,5centimeters at 1,20meters above the ground level with poles embedded in concrete) at the entrance of the site on a place approved by the Project Engineer, bearing the following text:

#### **ARTICLE 48: LAST: ENTRY INTO FORCE OF THE CONTRACT**

The contract arising from this invitation to tender shall become valid only after it must have been read and approved by the Contractor, visa by the Specialized Treasury of PPRD Yaounde and signed by the Contracting Authority. Its execution shall enter into force upon notification of the Contractor by the Contracting Authority.

**DOCUMENT NO. 5:  
TECHNICAL SPECIFICATIONS (TS)**

## INTRODUCTION

Within the framework of the Presidential Plan for Reconstruction and Development of the North West and South West Regions, a program embedded in the National Development Strategy 2020-2030 (NDS30), adopted by the Government, formulated a development phase to enhance reconstruction, rehabilitation and development projects for the two regions.

For the implementation phase of its program, the PPRD through other partners in collaboration with the Regional Delegation of Water Resources and Energy for the North West, provided a rapid assessment, studies and preparation of projects documents for some preselected water and energy related projects as well as the monitoring and supervision of their execution.

This report presents the technico-financial studies for the rehabilitation and extension of Kumbo Town Water Supply, Kumbo Central Sub-Division, Bui Division of the North West Region.

### REHABILITATION AND EXTENSION OF KUMBO TOWN GIANT WATER SUPPLY, KUMBO CENTRAL SUB-DIVISION, BUI DIVISION OF THE NORTH WEST REGION SUMMARY OF THE PROJECT

#### TECHNICAL AND FINANCIAL SUMMARY

DESCRIPTION OF WORK	QUANTITIES	COST (CFA Frs)
Preparatory works	1	5,186,164
Construction works	1	25,200,000
Rehabilitation works	1	6,000,000
Construction of a piping network	1800	81,000,000
Environmental mitigation measures	1	8,400,000
Total excluding taxes		125,786,164
VAT (19.25%)		24,213,836
Total with taxes		150,000,000

#### PRESENTATION OF THE PROJECT

##### 1. Purpose of the project

The purpose of works to be done is the rehabilitation and extension of Kumbo Town Water Supply, Kumbo Central Sub-Division, Bui Division of the North West Region. The project will be funded by the Presidential Plan for Reconstruction and Development of the North West and South West Regions.

##### 2. Works to be done

It consists of:

- ✓ Site installation (installation of project signboard, acquisition of work office, store and lodging places for personnel, general site cleaning and implantation, transportation of personnel to and from the project site, demolition of temporary structures);
- ✓ Preparation of work documents;
- ✓ Construction of 14 Control valves Chambers;
- ✓ Rehabilitation of the Stream intake and collection chamber;
- ✓ Supply of 1800m of PVC 400NP 10 to replace asbestos pipes;

- ✓ Excavation of pipeline;
- ✓ Backfilling of pipeline;
- ✓ Water quality test this include physico-chemical and bacteriological analyses of the sampled water from the existing spring intake (before and after construction);
- ✓ Transportation of material;

### 3. Execution deadline

The Duration for the execution of the works is five (5) months.

## TECHNICAL SPECIFICATIONS

### FOR THE REHABILITATION AND EXTENSION OF KUMBO TOWN GIANT WATER SUPPLY, KUMBO CENTRAL SUB-DIVISION, BUI DIVISION OF THE NORTH WEST REGION SUMMARY OF THE PROJECT (PHASE I).

#### Article 1: EQUIVALENCY OF STANDARDS AND CODES

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Project Manager's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 28 days prior to the date when the Contractor proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

In case of conflicts of terms or issues in these technical specifications with the GCC and/or Contract Data the terms or issues in the GCC and/or Contract Data shall prevail.

#### Article 2: LOCATIONS OF WORKS AND VOLUME OF WORK

Works will involve the:

- Mobilization and Site installation: harmonization of studies, production of execution plan

Site installation (installation of project signboard, acquisition of work office, store and lodging places for personnel, general site cleaning and implantation, transportation of personnel to and from the project site, demolition of temporary structures);

Preparation of work documents;

Construction of 14 Control valves Chambers;

Rehabilitation of the Stream intake with collection chamber;

Supply of 1800m of PVC 400NP 10;

Excavation of pipeline;

Backfilling of pipeline;

Water quality test this include physico-chemical and bacteriological analyses of the sampled water from the existing spring intake (before and after construction);

The various works to be executed are detailed in the bill of quantities and the execution drawings conform to the typical drawings for model plans in the consultation file.

#### Article 3: GENERAL INSTRUCTIONS

It should be taken into consideration that these specifications complete the plans and the plans complete the specifications. The Supervisor shall give modifications to plans provided or technical specifications in writing.

For this purpose, a numbered page book shall be on site in which the instructions are written. Both the contractor and the Supervisor shall initial the book pages. Therefore, the site contractor must execute the works in conjunction with the document. The contractor shall take note of any omissions or discrepancies that may exist in the document and call the attention of the Supervisor who is at his disposal for necessary information and inquires. Any works carried out in negation of these instructions or provisions shall be demolished at the expense of the contractor.

## **CHAPTER II – ORIGIN, QUALITY AND PREPARATION OF MATERIALS**

### **Article 4: QUALITIES AND SUPPLY OF MATERIALS**

The contractor shall be responsible for the supply of sand, stones and gravel. He shall also be responsible for the excavation and backfilling of the pipeline under the supervision of the engineer. In making his bids the contractor shall visit the sites at his own expense. He shall make any reservations concerning materials in his bid. He shall be required to include transport cost of these materials to the various locations of the structures in the community.

### **Article 5: SAND**

The nature and origin of sand remains subject to the Supervisor's approval. It shall be obtained from rivers or through crushing. The sand component should be more than 80% and the very fine constituents eliminated by settling should be less than 4%. The sand should be of high quality and must be free from dirt, clay or any organic matter and if deemed necessary, it should be washed before being used.

### **Article 6: GRAVEL**

They shall be obtained from deposits or quarries chosen by the Contractor, and approved by the Supervisor. They should be clean (constituents eliminated through settling should be less than 2%) and their grading suited to their use. If deemed necessary, it shall be washed before being used.

### **Article 7: STONES**

They shall be obtained from a quarry or deposit approved by the Supervisor and none should be smaller than 20cm. basalt stones commonly called black stone are recommended for the project or stones of other quality duly tested and approved by the supervising engineer.

### **Article 8: CEMENT**

They should be of CPA 42.5 class and be obtained from an approved factory.

### **Article 9: CONCRETE WORKS**

Concrete Works shall be of 4 kinds:

- Lean concrete for foundation works where indicated shall be of PC 150kg/m<sup>3</sup> and 10cm thick.
- Mass concrete for foundations shall be PC 250kg/m<sup>3</sup> and thickness as shown on the plans
- Reinforced concrete for floor and roof slabs, covers foundations shall PC 350kg/m<sup>3</sup> and thickness as shown on the plans
- Mass concrete for catchment works: All concrete in catchment construction shall be PC400KG/m<sup>3</sup>

### **Article 10: PIPES AND FITTINGS**

Generally pipes used in water supply must meet any of the standards mentioned below or their equivalence: the American Water Works Association (AWWA) or the American National Standards Institute (ANSI) or the American Society for Testing and Materials (ASTM) standards N°.D 1785 and D 2241 or ISO standards N°527 and 845.

**Table A: NFT 54 – 016 Physical Characteristics of Pipes**

External Diameter			Thickness		Service Pressure	Test Pressure 1h at 20°C MPa	Tensile test 10h at 60°C MPa
0	Tolerance	Average	Nominal	Max.			
25	0.5	0.3	1.9 2.8	2.3 3.3	1.6 2.5	6.5 10.3	13.7
32	0.5	0.3	2.4 3.6	2.9 4.2	1.6 2.5	6.5 10.3	13.7
40	0.5	0.3	3 4.5	3.5 5.2	1.6 2.5	6.5 10.3	13.7
50	0.5	0.3	3.7 5.6	4.3 6.4	1.6 2.5	6.5 10.3	13.7
63	0.8	0.3	3 4.7 7.1	3.5 5.4 8.1	10 6.3 4	4 6.5 10.3	13.7
75	0.9	0.3	3.6 5.5	4.2 6.3	10 6.3	4.1 6.5	13.7
90	1.1	0.3	4.3 6.6	5 7.5	10 6.3	4.1 6.5	13.7
110	1.4	0.4	3.2 5.3 8.1	3.8 6.1 9.2	16.7 10 6.3	0.6 1 1.6	13.7
125	1.5	0.4	3.7 6 9.2	4.3 6.8 10.4	16.7 10 6.3	0.6 1 1.6	13.7
140	1.7	0.5	3.7 6.1 9.3	4.3 7 10.5	0.6 1 1.6	2.57 3.75 5.86	13.7
160	2	0.5	3.8 6.2 9.5	4.4 7.1 10.7	0.6 1 1.6	1.95 3.3 5.2	13.7

#### **Tolerances**

Ovalization :  $\pm 1$  mm

Length of pipe:  $\pm 1\%$  -----  $\pm 6$  cm

Socket length:  $+ 0.6$  mm

#### **10.1 Control tests for pipes**

##### **a) Length**

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

##### **b) External diameter**

The tolerance shall be  $\pm 0.3\text{mm}$  for pipes of external diameters between 25mm and 50mm, and  $\pm 0.4\text{mm}$  for pipes above 63mm diameters. Before reception, the supervisor shall verify the external diameters of 15 pipes for every 300 pipes. If 6 or more pipes do not meet the tolerance prescribed above, he reserves the rejected.

**c) Thickness**

Thickness verification should adhere to the specifications presented on table B.

**Table B: Thickness verification**

N° of pipes in the lot	N° of pipes randomly selected for Verification	N° of bad pipes X	
		Lot accepted if X max =	Lot rejected if X min =
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 supervisor shall carry out thickness verification in accordance with table B.

**d) Socket length**

The socket length has to 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.

**e) Shrinkage cracks**

Shrinkage crack tests should be carried out according to agree methods by the supervisor 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.

**f) Internal pressure**

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

**g) Impact**

This test is carried out on three samples, one from each extremity and the third from the centre, all three, one meter long. Perpendicular masses are dropped from a height of one meter onto the samples as in table C.

**Table C: 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 are accepted if the percentage of broken pipes in the tested samples does not exceed 20%

The contractor is requested to furnish the supervisor with all information (name, address, phone etc) on the factory being used to procure pipes for his project.

When the pipes are checked and tested the contractor shall present to the supervisor a quality certificate from the manufacturer ascertaining that the pipes meet the required standards as described in the sections above. The contractor shall arrange for free access to the factory for the supervisor to enable him request as required for all factory tests described in the sections above to be carried out by the manufacturer. The performance guarantee of works shall cover all defects in pipes, handling and workmanship.

## **10.2 Fittings specifications**

Contractors are required to strictly respect standards and specifications.

All fittings for these constructions must resist a pressure of above 16 Bars

All fittings have to be approved by the supervisor before being used. All fittings not conforming to those standards and specifications shall be rejected. The performance guarantee of works shall cover all defects on fittings, their handling and workmanship.

## **CHAPTER III – METHOD OF EXECUTION**

### **Article 11: GENERAL INFORMATION**

#### **11.1 Safety Measures**

The Contractor shall be required to place at the entrance to the works site and in its vicinity, signboards indicating that works is underway and he shall be responsible for any accident that occurs on the works site and / or suffered by a third party, his staff and employees and officials of the Administration as a result of their presence on the works site. Organisation of work and security on the works site shall be the responsibility of the Contractor.

#### **11.2 Traffic**

The Contractor shall be responsible for ensuring that traffic is not obstructed on the entire stretch of his works site throughout the period of work up till provisional acceptance. No obstruction of traffic shall be allowed for more than two hours. Maintenance of traffic flow shall be the responsibility and at the expense of the Contractor and in case of any breach of contract by the latter, the Supervisor may bring in a third party to correct any faults. All related expenses shall be borne by the Contractor. Where interference with traffic is inevitable, the opinion of local administrative authorities shall be required for any obstruction for a given period.

### **Article 12: STONE MASONRY**

All stone masonry works must comply to the following standards DTU N° 20 – 12; NFP 13:304 and 14:301. The stone masonry required for the construction of structures should be aesthetical and according to structure type ( shape, size of stones, joints etc...) in accordance with Engineering rules. Binding mortar shall contain 300 (three hundred) kg of cement per m<sup>3</sup> of sand with the biggest sand grain being 4mm. The visible sides of the stone masonry must be regular. The minimal sizes of the sides must not be less than 15 (fifteen) cm. M 450 mortar shall be used for the finishing of the external joints.

### **Article 13: MORTARS AND CONCRETE**

#### **13.1 Mortar**

All mortar and plastering must meet the DTU standard N° 26 – 1. M450 mortar shall be a mixture of 450 (four hundred and fifty) kilogrammes of cement per cubic metre of dry sand.

If the M450 mortar is more than 20 (twenty) millimeters thick, micro-concrete mixed with 400 (four hundred) kilogrammes of cement whose composition shall first of all be submitted for the Supervisor's approval shall be used.

#### **13.2 Concrete**

Reinforced concrete in elevation shall contain 350kilogrammes of cement per cubic metre and shall be vibrated during laying. The reinforcement rods must meet the BAEL standards of 1991 or the AFNOR 35 – 001 standards.

C350 concrete for reinforced concrete structures should have a minimal compressive strength of 270 bars in 28 days. Depending on the volume of concrete to be made, the Supervisor may carry out quality control tests at his expense or, if he deems it necessary, ask an approved laboratory to collect samples and carry out compression tests to check the quality of the concrete.

If the required minimum strength is not attained, the Contractor shall bear the cost of tests and the Supervisor shall decide on the measure to take in respect of the structure concerned. The volume of average and big size aggregates in the C150 concrete should double that of the volume of sand.

#### **Article 14: POINTING AND PLASTERING**

##### **14.1 Pointing**

The joints of all external walls of stone masonry, which are visible, shall be pointed carefully such that the works have and aesthetic look. M625 mortar shall be used for pointing, with a cement paste (1:0) finish.

##### **14.2 Plastering**

Plastering of surfaces in contact with water shall comprise pointing of the mortar joints followed by 1cm thick of spatter dash 1:2 M625. The wall is then finished with cement paste. Plastering of surfaces not in contact with water as chambers for air valves, valves and washouts shall be 1 coat of plaster 1cm thick and a mix of 1:3 (M400).

#### **Article 15: PLUMBING WORKS**

##### **Description**

This item shall consist of the provision and installation of all pipes including the installation of plumbing accessories like coupling, tees, reducers, etc..to entirely complete this item as per these specifications and plans.

##### **Construction methods**

The soil in the bottom of the trench shall be lightly scarified before placing the pipe or other elements.

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

Laying of the pipes, assembling of pipes and all other works, directly related to the 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 manufacture's prescriptions.

##### **Method of measurement**

The quantity of PVC or PE shall be measured per linear meter of installed pipe. Measurements shall be made for each class of pipe and each diameter of pipe separately.

##### **Basis of payment**

Payments shall be made at the contract's unit price. This unit price shall be full compensation for the provision, transportation, installation and testing of all piping material including the installation of all accessories like coupling, tees, reducers, etc. etc

#### **Article 16: EXCAVATIONS OF TRENCHES**

The trench for pipes up to 110mm shall be excavated to a depth of at least 80cm deep and 40cm wide or other such depths and widths as directed by the supervisor and shown on the plan.

The trench for pipes above 110mm shall be excavated to a depth of at least 100cm deep and 40cm wide or other such depths and widths as directed by the supervisor and shown on the plan.

#### **Article 17: NOMENCLATURE OF WORK**

##### **17.1 Setting out of works**

The contractor shall be responsible for the setting out of all pertinent lines, works, grades and levels as required for the proper and accurate positioning of the structures on the site.

##### **17.2 Earth Works**

###### **17.2.1 Description**

This item shall consist of all excavation and backfill works in accordance with these specifications and in conformity with the lines shown on the plans or as indicated by the supervisor.

###### **17.2.2 Construction methods**

###### **Excavation**

Excavation works for the piping system shall be performed by the contractor. The bottom of the trench shall be free of any stones or other materials which could incur damage to the pipes. *Excavations for intakes, reservoir tanks, wash – out chambers, valve boxes, break – pressure tanks and public tap – stand shall be performed by the contractor.*

###### **Backfill**

Backfill of the pipeline shall be performed by the contractor. No backfill operations shall be allowed before the approval from the supervisor has been granted.

The compaction requirement for backfill shall be at least 90% of the dry modified optimum proctor density.

###### **Maintenance of excavations.**

The contractor shall carry the risk of collapse of excavated faces whether or not he takes any precautions, the nature of the precautions shall be entirely at his own discretion.

No water shall be allowed to accumulate in any portion of the excavations.

The excavations shall be protected against flooding, and any water entering them.

**DOCUMENT №. 06**  
**THE UNIT PRICE SCHEDULE**

# THE UNIT PRICE SCHEDULE

## Article 01: GENERAL

In general, the contractor is supposed to be fully aware of all the expenses relating to works as well as all the conditions prevailing in the area and likely to influence the execution and cost of works. Therefore, he shall not present any complaint, except in the conditions provided for by the contract arising from this invitation to tender. Works done by the contractor shall be paid to him by applying prices of the Price list to the quantities actually carried out and assessed according to the conditions of the contract.

Costs and various charges not giving rise to any payment are supposed to be taken into account in the costs for execution of quantifiable works and shall be included in the various Price lists. The costs and charges are as follow:

- Personnel charges (salaries, travelling expenses, transport and leave allowances, allowances for housing on the building site, miscellaneous allowances, premiums, insurances, medical expenses, etc)
- Charges for the conveyance of personnel, equipment and materials, overheads, taxes, duties, registration fees and licence as well as any other charges relating to works (*and notably expenses for the acceptance of works on the field*) and to the running of the enterprise.

Similarly, running charges, write-off and maintenance costs of building equipment and rolling equipment, vehicles of all categories are also supposed to have been included in the costs for execution of quantifiable works.

Prices shall be given in figures and in words. The contractor shall make sure that unit prices in words agree with unit prices in figures.

The contractor shall not put forward his good faith to shirk his commitment if the global amounts of his bid happen to be modified after verification of compliance of unit prices in figures or calculation of the detailed estimate

## THE UNIT PRICE SCHEDULE

FOR THE REHABILITATION AND EXTENSION OF KUMBO TOWN WATER SUPPLY, KUMBO  
CENTRAL SUB-DIVISION, BUI DIVISION OF THE NORTH WEST REGION

NO	WORK DESCRIPTION	UNIT	U.P in figures	U.P in words
101	Site installation (installation of project signboard, acquisition of work office, store and lodging places for personnel, general site cleaning and implantation, transportation of personnel to and from the project site, demolition of temporary structures)	LS		
102	Preparation of work documents	LS		
201	Construction of Control valves Chambers	U		
301	Rehabilitation of the Stream intake with collection chamber vandalized	U		
401	Supply and replacement of asbestos pipes with PVC 400NP 10	ML		
401	Excavation of pipeline	ML		
401	Backfilling of pipeline	ML		
501	Water quality test this include physico-chemical and bacteriological analyses of the sampled water from the existing spring intake (before and after construction)	U		
502	Transportation of material	U		

**DOCUMENT N<sup>o</sup>. 07:**  
**BILL OF QUANTITIES AND COST ESTIMATES**

## BILL OF QUANTITIES AND COST ESTIMATES

BILL OF QUANTITIES AND COST ESTIMATE FOR THE REHABILITATION AND EXTENSION OF KUMBO TOWN WATER SUPPLY, KUMBO CENTRAL SUB-DIVISION, BUI DIVISION OF THE NORTH WEST REGION PHASE I					
NO	WORK DESCRIPTION	UNIT	Q'TY	U.P	T.P
100	LOT: 100. PREPARATORY WORKS				
101	Site installation (installation of project signboard, acquisition of work office, store and lodging places for personnel, general site cleaning and implantation, transportation of personnel to and from the project site, demolition of temporary structures)	LS	1		
102	Preparation of work documents	LS	1		
SUB-TOTAL: 100.....					
200	LOT:200. CONSTRUCTION WORKS				
201	Construction of Control valves Chambers	U	14		
SUB-TOTAL: 200.....					
300	LOT:300. REHABILITATION WORKS				
301	Rehabilitation of the Stream intake with collection chamber vandalized	U	1		
SUB-TOTAL: 300.....					
400	LOT:400. PIPING NETWORK				
401	Supply and replacement of asbestos pipes with PVC 400NP 10	ML	1,800		
401	Excavation of pipeline	ML	1,800		
401	Backfilling of pipeline	ML	1,800		
SUB-TOTAL:400.....					
500	LOT:500. ENVIRONMENTAL MITIGATION MEASURES				
501	Water quality test this include physico-chemical and bacteriological analyses of the sampled water from the existing spring intake (before and after construction)	U	3		
502	Transportation of material	U	1		
SUB-TOTAL:500.....					
A	TOTAL EXCLUDING TAXES				
B	VAT (19.25%)				
C	AIR (2.2%)				
D	TOTAL TAXES				
E	TOTAL INCLUDING TAXES				
F	NET TO BE PAID				
THIS BILL OF QUANTITIES AND COST ESTIMATE IS CLOSED AT THE SUM OF:					

**DOCUMENT №. 8**  
**FRAMEWORK OF SUB-DETAIL OF PRICES**

## FRAMEWORK OF SUB-DETAIL OF PRICES

### **Note relating to the presentation of the sub-detail of prices and taxes**

1, A sub-detail presents all the stages involved in the establishment of a sales price. It is also an important element for the evaluation of the quality of the price proposed by a bidder.

It is not necessary to impose a model of presentation on all bidders, taking into account the great diversity of software for the determination of sub-details of prices. On the other hand, they must include the following elements;

- a. Detail of the sales coefficient according to the model presented after this note;
- b- Cost in dry price of the materials provided for the site;
- c. Cost in dry price of the supplies necessary for the site;
- d. Cost of local and expatriate labour;
- e. For each price on the Schedule of prices, a form resulting from points a, b, c and d above indicating the outputs leading to the unit prices;
- f. The precise sub-detail of lump sums for the installation of the site camp, the carting in and out of equipment, laboratory and its equipment, development of a quarry (where need be), etc;
- g. The precise sub-detail of lump sums for the building, maintenance of premises and supply of means put at the disposal of the Contracting Authority;
- h. The sub-detail of dues and taxes.

2- Presentation framework of the sales coefficient, also called the coefficient of over-heads.

A. Overheads of the site

Studies	-- ----
Total	C1

B. Overheads of the head office

- Head office overheads	-----
- Financial overheads	-----
- Risks and profit	-----
Total	C2

Sales coefficient  $K = 100 / (100 - C)$

with  $C = C1 + C2$

3. The Contracting Authority may propose a framework of sub-detail of unit prices including the elements mentioned in point 1 above.

### DETAIL PRICE BREAKDOWN

Description:

Price №	Daily output	Unit	Total quantity		Unit	Activities ' Duration
Personnel (Labour)	CATEGORY	№	Daily Salary	Number	Paid man-days	AMOUNT
	Works Supervisor	man-day				
	Foreman	man-day				
	Skilled labour	man-day				
	General labour	man-day				
					Total (A)	
Equipment	Type	Unit	Daily rate		Days Billed	AMOUNT
					Total (B)	
Materials	TYPE	Unit	Unit Price		Consumption	AMOUNT
					Total (C)	
D	Total Direct Cost				A+B+C	
E	General site Expenses	10%			Dx10%	
F	General Head Office expenses	5%			Dx5%	
G	Cost price				D+E+F	
H	Risk + Profit	10%			Gx10%	
P	Bid price Excluding Taxes				G+H	
V	Unit Bid price Excluding Taxes				P/Qty	

**DOCUMENT NO. 9:  
MODEL CONTRACT**

REPUBLIQUE DU CAMEROUN  
PAIX - TRAVAIL - PATRIE  
\*\*\*\*\*

SERVICES DU PREMIER MINISTRE  
\*\*\*\*\*

COMITE DE PILOTAGE DU PLAN PRESIDENTIEL DE  
RECONSTRUCTION ET DE DEVELOPPEMENT DES REGIONS DU  
NORD-OUEST ET DU SUD-OUEST  
\*\*\*\*\*

UNITE DE COORDINATION



REPUBLIC OF CAMEROON  
PEACE - WORK - FATHERLAND  
\*\*\*\*\*

PRIME MINISTER'S OFFICE  
\*\*\*\*\*

STEERING COMMITTEE OF THE PRESIDENTIAL PLAN FOR THE  
RECONSTRUCTION AND DEVELOPMENT OF THE NORTH-WEST  
AND SOUTH-WEST REGIONS  
\*\*\*\*\*

COORDINATION UNIT

**CONTRACT N° .... AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER  
N°09/ONIT/PPRD/STB/2025 OF 30/06/2025 FOR THE REHABILITATION AND EXTENSION OF KUMBO  
TOWN WATER SUPPLY, BUI DIVISION, NORTH WEST REGION.**

Project Owner: THE PRESIDENT OF THE STEERING COMMITTEE OF THE PPRD NW-SW

HOLDER : *[indicate name and full address of holder]*

P.O. Box \_\_\_\_\_, Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Business Registry No. \_\_\_\_\_ at  
Taxpayer's No. \_\_\_\_\_

SUBJECT : *Execution of \_\_\_\_\_ works;*  
*Lot No. \_\_\_\_\_; Network \_\_\_\_\_*

PLACE: MELI – MBISSI, BOYO DIVISION  
REGION: NORTHWEST REGION  
EXECUTION DEADLINE: FIVE (05) MONTHS  
AMOUNT IN CFA F:

IAT	
EVAT	
VAT	
AIR (Income tax)	
Net to be paid	

FINANCING : PPRD 2025  
BUDGET HEAD : .....

SUBSCRIBED ON: \_\_\_\_\_  
SIGNED ON: \_\_\_\_\_  
NOTIFIED ON: \_\_\_\_\_  
REGISTERED ON: \_\_\_\_\_

Between:

The Government of the Republic of Cameroon, represented by the president of the Steering Committee of the PPRD, hereinafter referred to the "Contracting Authority"

On the one hand,

And

\_\_\_\_\_ (enterprise)  
P.O. Box \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_  
Business Registry No. \_\_\_\_\_  
Taxpayer's No. \_\_\_\_\_

Represented by M \_\_\_\_\_, its General Manager, hereinafter referred to as the "Contractor"

On the other hand,

Agree on the following:

## Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

Page\_\_\_\_\_ and last of Contract No.\_\_\_\_\_ C or JO/CA/TB/0000

Awarded after invitation to tender [*specify references of invitation to tender*]

With \_\_\_\_\_,

EXECUTION DEADLINE\_\_\_\_\_ (\_\_\_\_\_) months

Amount of contract in CFA F:

IAT	
EVAT	
VAT (	
AIR (1.1 or 5.5 %)	
Net to be paid	

Read and accepted by the contractor

(place of signature)\_\_\_\_\_ (date)

Signature of Contracting Authority

(place of signature)\_\_\_\_\_ (date)

Registration

**DOCUMENT N° 10**  
**MODEL DOCUMENTS**

## **DOCUMENT NO 10: MODEL DOCUMENTS**

- Annex No. 1: Model Declaration of Intention tender
- Annex No. 2: Model for Tender Submission
- Annex No. 3: Model bid bond
- Annex No. 4: Model performance/final bond
- Annex No. 5: Model start-off advance bond
- Annex No. 6: Model Retention fund (performance guarantee)
- Annex No. 7: Model of Letter of Submission of the Technical Proposal
- Annex No. 8: Model for Planning Framework
- Annex No. 9: Model for List of Personnel to be Mobilised
- Annex No. 10: Model for List of Services Likely to be Subcontracted
- Annex No. 11: Model for CV of Personnel to be Mobilised
- Annex No. 12: Model for Candidate's Reference Tables
- Annex No. 13: Model for Description of Methodology and Work Plan
- Annex No. 14: Model for Information Sheet on Essential Equipment
- Annex No. 15: Model for Site Visit Declaration
- Annex No: 16 Model Integrity commitment form

Annex No. 1: Model Declaration of Intention tender

**COMPANY's LETTER HEAD  
(HERE)**

**DECLARATION OF THE INTENTION TO TENDER**

Fiscal stamp

1500

I, the undersigned Mr, .....

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 contract.

Done at ..... On the .....

General Manager

## ANNEX NO. 2: MODEL TENDER LETTER FOR SUBMISSION

I (We) the undersigned .....

Acting in the capacity of ..... in the name and on behalf of.....

.....at .....RC N°. ....by virtue of the power vested in me (us), resident at ..... (Town) ....., P.O.Box....., telephone N°. .... after having studied all the documents of the tender file relating to the Invitation to Tender N°. ...., and after having assessed in my (our) point of view and under my (our) responsibility the nature and difficulties entailed with the execution of the job, I (we) do hereby tender and commit myself (ourselves) to carry out works for the rehabilitation and extension of Kumbo Town Giant Water Supply, Bui Division, North West Region.

in keeping with the terms and conditions of the tender file in return for the sum of.....FCFA (.....Francs) *Total without Tax+VAT*, calculated on the basis of the unit prices stated in the Unit Price List and the detailed estimates, appended to this tender. The prices stated are tax inclusive.

I commit myself (we commit ourselves) if my (our) tender is retained, to execute the contract within five (05) months as from the date of notification of the award of contract.

I hereby commit myself (we hereby commit ourselves) to maintain the amount of my (our) tender for a period of sixty (60) days with effect from the deadline for submission of bids.

I (we) hereby request that the amounts due by the Contracting Authority be paid to me (us) in the national currency (FCFA) in account No..... opened in the name of....., in the records of ..... (Bank) at.....

Enclosed with this tender are:

- The price list and the detailed estimates duly filled, dated and signed.
- Other documents which in keeping with the requirements of the Tender file must be enclosed with the tender letter.

Done at....., on.....

Signature(s)

Bidder(s)

For companies, indicate:

Fiscal stamp

*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 .....*

### ANNEX NO. 3: MODEL BID BOND

Bank .....

Reference of guarantee: No.....

Addressed to President of the Steering Committee of the PPRD "Contracting Authority"

Whereas the undertaking \_\_\_\_\_ hereinafter referred to as the "bidder" has submitted his bid on \_\_\_\_\_ for [recall the subject of the invitation to tender], hereinafter referred to as "the bid" and to which must be attached a bid bond equivalent to [indicate the amount] CFA francs.

We \_\_\_\_\_ [name and address of the bank], represented by \_\_\_\_\_ [names of signatories], hereinafter referred to as "the bank" hereby guarantee payment to the Contracting Authority of the maximum sum of [indicate the amount] CFA francs, that the bank pledges to pay in full to the Contracting Authority, binding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the bidder retires his bid during the validity period provided for in the Tender File;

Or

If the bidder, having been notified of the award of the contract by the Contracting Authority during the validity period:

- ☐ Fails or refuses to sign the contract, even though required to do so;
- ☐ Fails or refuses to furnish the final bond for the contract (final bond) as provided for by the contract;

We pledge to pay to the [Contracting Authority] an amount up to the maximum of the sum referred to above upon reception of the his first written request, without the Contracting Authority having to justify his request, given, however, that in his request the Contracting Authority shall note that he is due the amount he is claiming because one or the other or both of the above condition(s) has (have) been fulfilled and he shall specify which condition(s) took effect.

This bond shall enter into force from the date of signature and from the date set by the Contracting Authority for the submission of bids. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of bids. Any request by the Contracting Authority to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this period of validity.

This bond shall, for purposes of its interpretation and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.

Signed and authenticated by the bank at \_\_\_\_\_, on \_\_\_\_\_

[Bank's signature]

## Annex No. 4: Model performance/final bond

Bank .....

Reference of guarantee: No.....

**TO: THE PRESIDENT OF STEERING COMMITTEE OF THE PPRD NW-SW.**

Invitation to Tender No. ....

**PERFORMANCE BOND FOR THE EXECUTION OF THE Rehabilitation and extension of Kumbo Town Giant Water Supply, North West Region..**

We..... (Bank) have been informed that a contract has been signed between the the President of Steering Committee of the PPRD NW-SW acting in the capacity of Contracting Authority, and....., acting as contractor for the Rehabilitation and extension of Kumbo Town Giant Water Supply, Bui Division, North West Region.

In compliance with the provisions of Contract N°. ...., the contractor is bound to present to the President of Steering Committee of the PPRD NW-SW, Contracting Authority 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, .....(bank) do hereby commit ourselves irrevocably and without arguing to pay to the President of Steering Committee of the PPRD NW-SW, at his first written request, and three (03) months the amount of this bond, that is to say. ...., all the amounts that the contractor may owe the Contracting Authority for failing to fulfil one or more of his obligations under the contract.

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 President of Steering Committee of the PPRD NW-SW. 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 President of Steering Committee of the PPRD NW-SW. 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 .....

## Annex No. 5: Model start-off advance bond

Bank .....

Reference of guarantee No.....

TO THE PRESIDENT OF STEERING COMMITTEE OF THE PPRD NW-SW,

Invitation to Tender N°. ....

### BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE RELATING TO THE CONSTRUCTION WORKS

Bank: reference, address .....

We, the undersigned, (bank, address) hereby declare by the present to guarantee on behalf of ..... [the holder] to the benefit of the Project Owner  
[address of the Project Owner]

(the beneficiary)

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that ..... [the holder] has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of contract No. .... of ..... relating to ..... works [indicate the subject of the works, the references of the invitation to tender and the lot, if possible] of the total sum corresponding to to the advance of [twenty (20) %] of the amount inclusive of all taxes of contract No. ...., payable upon notification of the corresponding Administrative Order that is, ..... CFA francs.

This bond shall enter into force and shall take effect upon reception of the respective parts of this advance into the accounts of ..... [the holder] opened in the ..... bank under No. ....

This bond shall remain in force up till the reimbursement of the advance in accordance with the SAC. However, the amount of the bond shall be proportionately reduced on the progressive reimbursement of the advance.

The applicable law and jurisdiction shall be those of the Republic of Cameroon.

Signed and authenticated by the bank at ..... on .....

[Signature of the bank]

Done at ....., on .....

Mr (Messrs).....

Signature(s) & stamps .....

## Annex No. 6: Model Retention fund (performance guarantee)

Bank: \_\_\_\_\_

Reference of the bond: No \_\_\_\_\_

Addressed to [Indicate the Project Owner]

[Address of Contracting Authority]

Hereinafter referred to as "the Project Owner"

Whereas \_\_\_\_\_ name and address of Supplier] hereinafter referred to "the contractor", pledged, in execution of the contract, to carry out the works of [indicate the subject of the works]

Whereas it is stipulated in the contract that the retention fund fixed at [percentage below 10 % to be specified] of the amount of the contract may be replaced by a joint guarantee,

Whereas we have agreed to provide the Contractor with this guarantee,

We, \_\_\_\_\_ [name and address of the bank],

Represented by \_\_\_\_\_ [names of signatories] and hereinafter referred to as "the bank",

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the Project Owner for a maximum amount of \_\_\_\_\_

[in figures and letters] corresponding to [percentage below 10 % to be specified] of the contract price.

And we pledge to pay to the Project Owner within a maximum deadline of eight (8) weeks upon his simple written request declaring that the contractor has not fulfilled his contractual obligations or is indebted to the Project Owner within the meaning of the contract, amended where need be, by its additional clauses, without being able to defer the payment nor raise any contest for whatever reason, any sum(s) within the limits of the amount equal to [percentage below 10 % to be specified] of the total amount of the works featuring in the final detailed account, without the Project Owner having to prove or give the reasons nor the motive for the amount of the sum indicated above.

We hereby agree that no change or addendum or any other amendment shall release us of any obligation incumbent on us by virtue of this bond and we hereby incline by the present to the notification of any amendment, addendum or change.

This bond shall enter into force upon signature. It shall be released within thirty (30) days from the date of the final acceptance of the works and upon release issued by the Project Owner.

Any request for payment made by the Project Owner by virtue of this bond should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.

This bond shall, for purposes of its interpretation and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this pledge and its consequences.

Signed and authenticated by the bank at \_\_\_\_\_ on \_\_\_\_\_

[Signature of the bank]

## Annex No. 7: Model of Letter of Submission of the Technical Proposal

Bank: Reference, Address \_\_\_\_\_

We, the undersigned, (Bank, Address), hereby declare by this document that we guarantee, on behalf of \_\_\_\_\_ [the Contractor], for the benefit of the Project Owner [Project Owner's Address]

(the Beneficiary),

the payment, without objection and upon receipt of the first written request from the Beneficiary, declaring that \_\_\_\_\_ [the Contractor] has failed to fulfil its obligations regarding the reimbursement of the start-off advance, in accordance with the terms of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ concerning \_\_\_\_\_ works [specify the subject of the works, the tender reference, and the lot, if applicable],

for the total amount corresponding to the advance of [twenty (20)%] of the contract amount inclusive of all taxes under Contract No. \_\_\_\_\_, payable upon notification of the corresponding Administrative Order, namely \_\_\_\_\_ CFA francs.

This guarantee shall come into force and take effect upon the receipt of the said advance in the account of \_\_\_\_\_ [the Contractor] opened at \_\_\_\_\_ Bank under Account No. \_\_\_\_\_.

This bond shall remain valid until the advance has been fully reimbursed in accordance with the Special Administrative Conditions (SAC). However, the bond amount shall be reduced proportionally with each partial reimbursement of the advance.

The applicable law and jurisdiction shall be those of the Republic of Cameroon.

Issued and authenticated by the Bank at \_\_\_\_\_ on \_\_\_\_\_

[Signature of the Bank]

## Annex No. 8: Model for Planning Framework

### Note on the Presentation of Schedules

The quantities, daily productivity rates, duration of the works, as well as any slowdowns or interruptions, must be clearly indicated in the schedules.

The financial schedule, derived from the work schedule, must show, month by month, the forecasted amounts of the work progress statements by item and cumulatively, taking into account the impact of the rainy seasons, for both the basic solution and, where applicable, the alternative solution.

[Templates of the schedules to be prepared and included in the Tender Dossier by the Project Owner]

### WORK SCHEDULE (WORK PROGRAMME)

#### A. Specify the nature of the activity

	[Months or weeks from the start of the assignment]											

#### B. Completion and Submission of Reports

Rapports	Date
1. Initial Report	
2. Progress report	
i. First progress report	
ii. Second progress report	
3. ProDraft final report	
4. Final report	

### SPECIALISED STAFF CALENDAR

N°	Name	Reports to be Provided	Staff (in the form of a bar chart)												Total Staff/Month			
			1	2	3	4	5	6	7	8	9	10	11	12	n	Head Office	Land	Total
<b>Personnel</b>																		
1			Head Office														<div style="font-size: 8px;"> Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec  1 2 3 4 5 6 7 8 9 10 11 12  13 14 15 16 17 18 19 20 21 22 23 24  25 26 27 28 29 30 31 </div>	
			Land													<div style="font-size: 8px;"> Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec  1 2 3 4 5 6 7 8 9 10 11 12  13 14 15 16 17 18 19 20 21 22 23 24  25 26 27 28 29 30 31 </div>		
2																<div style="font-size: 8px;"> Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec  1 2 3 4 5 6 7 8 9 10 11 12  13 14 15 16 17 18 19 20 21 22 23 24  25 26 27 28 29 30 31 </div>		
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n																<div style="font-size: 8px;"> Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec  1 2 3 4 5 6 7 8 9 10 11 12  13 14 15 16 17 18 19 20 21 22 23 24  25 26 27 28 29 30 31 </div>		
															<div style="font-size: 8px;"> Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec  1 2 3 4 5 6 7 8 9 10 11 12  13 14 15 16 17 18 19 20 21 22 23 24  25 26 27 28 29 30 31 </div>			
												<b>Sub Total</b>						
												<b>Total</b>		<div style="font-size: 8px;"> Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec  1 2 3 4 5 6 7 8 9 10 11 12  13 14 15 16 17 18 19 20 21 22 23 24  25 26 27 28 29 30 31 </div>	<div style="font-size: 8px;"> Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec  1 2 3 4 5 6 7 8 9 10 11 12  13 14 15 16 17 18 19 20 21 22 23 24  25 26 27 28 29 30 31 </div>			

Report to be submitted \_\_\_\_\_

Duration of activities \_\_\_\_\_

Signature (Representative):

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

**Annex No. 9: Model for List of personnel to be mobilised**

DESCRIPTION	NAME	QUALIFICATION	N° OF YEARS OF EXPERIENCE	FUNCTION TO CARRIED OUT
TECHNICAL				
ADMINISTRATIVE				
SUPPORT STAFF				

**Annex No. 10: Model for List of Services Likely to be Sub contracted**

N°	Description of Supplies	Quantity (Number of Units)
	[ Insert the description of the supplies]	[Insert the quantity of items to be provided]

## Annex No. 11: Model for CV of Personnel to be mobilised

Position: .....  
Candidate's Name: .....  
Employee's Name: .....  
Profession: .....  
Qualifications: .....  
Date of Birth: .....  
Number of Years of Employment by the Candidate: .....  
Nationality: .....  
Membership in Professional Associations/Groups: .....

Specific Attributions: .....

### Main Qualifications:

[In approximately half a page, provide an overview of the employee's training and experience most relevant to their responsibilities for the mission. Indicate the level of responsibilities held in previous assignments, specifying the date and location.]

### Education:

[In approximately a quarter page, summarize the employee's university studies and other specialized education, indicating the names and addresses of attended schools or universities, with dates of attendance, as well as the degrees obtained.]

### Annexes:

- Certified copy of the highest degree and possibly a certificate from the relevant professional body
- Availability certificate

### Professional Experience:

[In approximately two pages, list the jobs held by the employee since the end of their studies in reverse chronological order, starting with their current position. For each job, include the dates, name of the employer, job title, and workplace. For the last ten years, also specify the type of activities carried out and, if applicable, the names of clients who may provide references.]

### Computer Skills:

[Indicate the level of knowledge]

### Languages:

[For each language, specify the level of proficiency: poor/average/good/excellent, in terms of reading/writing/speaking.]

### Certification:

I, the undersigned, hereby certify, to the best of my knowledge, that the information above faithfully reflects my situation, qualifications, and experience.

Date: .....

[Employee's signature and authorized representative of the consultant]

Day/month/year

Employee's Name: .....

Authorized Representative's Name: .....

## Annex No. 12: Model for Candidate's Reference Tables

**Services Provided in the Last [Indicate number from 1 to 5] Years That Best Illustrate Your Qualifications**

Using the form below, provide the requested information for each relevant mission that your company/organization has obtained by contract, either as the sole company or as one of the main partners in a consortium.

Mission Name:	Country :
Location :	Specialised Personnel Provided by Your Company/Organisation (Profiles):
Client Name:	Number of Employees Who Participated in the Mission:
Address:	Number of Work Months; Duration of the
	Mission
Start Date:                      Completion Date:	Approximated Value of Services
Names of Associated/Partner Providers:	Number of Work Months of Specialists Provided by Associated Providers
Names and Roles of Responsible Persons (Project Director/Coordinator, Team Leader):	
Project Description:	
Description of the Services Actually Provided by Your Personnel:	

**Name of candidate:**

**NB: For each contract named in the above list, are attached the following:**

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

Done on ....., at .....

Mr (Messrs).....

Signature(s).....

## **Annex No. 13: Model for Description of Methodology and Work Plan**

Technical Design, Methodology, and Work Plan are the key elements of the technical proposal. It is suggested to present the technical proposal (maximum of 10 pages, including tables and charts) divided into three chapters:

### **a) Technical Design and Methodology**

In this chapter, you are advised to explain how you envision the objectives of the mission, the design of the services, the methodology to execute the activities and achieve the expected results, and the details of these results. You should highlight the issues to be solved and their importance, and explain the technical design you will adopt to address them. Additionally, you should explain the methodology you intend to adopt and its compatibility with the proposed design.

### **b) Work Plan**

In this chapter, you will propose the main activities involved in the mission, their nature and duration, scheduling, interrelations, milestones (including interim approvals from the contracting authority), and the dates for submitting reports. The proposed work plan must be compatible with the technical design and methodology, demonstrate that the terms of reference have been understood, and can be translated into a practical work plan. A list of the final documents, including reports, sketches, and tables that constitute the final deliverables, should be included in this chapter. The staff calendar (4G) must be compatible with the work schedule (4H).

### **c) Organisation and Personnel**

In this chapter, you will propose the structure and composition of your team. You will provide a list of the main disciplines represented, the name of the lead expert, and a list of the key and support personnel proposed.

## Annex No. 14: Model for Information Sheet on Essential Equipment

SN	DESIGNATION	MARK	FRAME ("châssis") NUMBER & HORSE POWER if vehicle	REGISTRATION NUMBER (if vehicle)	QUANTITY	STATUS (Hired or owned)
1						
2						
3						
etc						

**NB: Registration Certificate(s) of vehicle(s) ("Cartes grise") shall be certified by the Competent Authority of the Ministry of Transport (i.e. at least at Regional level by either the Regional Delegate, the Regional Chief of Service for Land Transport or by the Regional Chief of Service for Administration and Finance).**

I the undersigned, \_\_\_\_\_ holder of National Identity Card N° \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_ being Managing Director of this Company called \_\_\_\_\_ testifies that the above information is correct and commit myself to present any of the above equipment and related tools at any given time requested. As well, any of them must be present at the site before and during each phase at any given moment required or requested by the Authorities in charge of control/follow-up of the project I am tendering for. To this effect are attached:-

- Registration Certificate(s) of vehicle(s) ("Cartes grise") certified by the Competent Authority of the Ministry of Transport.
- Certified attestations (*lease documents*) of commitment between I and the Owner(s) of the equipment/tool(s) in case (s) where I will take on hire.

Done on....., at .....

*Signature and name of Managing Director of the company/stamp seal*

**Annex No. 15: Model for Site Visit Declaration**

**LETTER HEAD AND  
DATE OF COMPANY/ENTERPRISE HERE**

Ref. N° .....

Nguti, the (le)

**THE MANAGING DIRECTOR**

**TO WHOM IT MAY CONCERN**

**Subject:** An attestation of site visit

I, ....., the undersigned Representative of the company/enterprise by name ..... have the honour to hereby attest having visited the site for for the Rehabilitation and extension of Kumbo Town Giant Water Supply, North West Region, on this day of ..... to have an appraisal of the strengths and weaknesses of the site.

In testimony whereof, this attestation is issued to serve the purpose wherever and whenever need arises.

**TESTIFYING SIGNATURE**

Signature and name of the Representative of the company  
(*person who carried out the site visit*)

**CONFIRMATORY SIGNATURES**

Signature and name of Managing Director  
of the company and stamp seal

Signature & name of the Company's  
Work Supervisor and stamp seal

## THE SITE VISIT REPORT

[not more than five (05) pages]

LETTER HEAD OF THE COMPANY  
(here)

I) INTRODUCTION.....  
TENDER REFERENCE  
.....

DATE OF VISIT:.....

TIME OF VISIT:.....

II) COMMENTARY:

II-1) Nature of the project site.....  
.....

II-2) Accessibility to the project site: .....  
.....

II-3) Vegetation (trees, shrubs etc).....  
.....

II-4) Topography of the site .....  
.....

III) AVAILABILITY OF SERVICES (water, electricity, etc)

IV) AVAILABILITY OF MATERIAL FOR THE EXECUTION OF THE PROJECT

V) DIFFICULTIES: .....  
.....

**NB:** The above commentaries can be proven by pictures of Mr(s).....who is  
.....of the company and land mark(s) conspicuously present on the site. The land marks  
include .....(put names of the conspicuous land marks site seen at the  
project site)

**Remark:** The pictures are inscribed on the verso page of the last page of this report of site visit.

### TESTIFYING SIGNATURE

Signature and name of the Representative of the company  
(person who carried out the site visit)

### CONFIRMATORY SIGNATURES

Signature and name of Managing Director  
of the company and stamp seal

Signature & name of the Company's  
Work Supervisor and stamp seal

## **DOCUMENT NO. 11: INTEGRITY CHARTER**

The bidder must complete and submit the Integrity Charter as part of their offer, duly addressed to the Contracting Authority and signed by the authorised representatives responsible for its execution. In the case of a consortium, all members must subscribe to the charter.

### **INTEGRITY CHARTER**

#### **TITLE OF TENDER:**

#### **THE "BIDDER"**

To Mr..... the "CONTRACTING AUTHORITY"

**1. We acknowledge and certify that neither we nor any member of our consortium or subcontractors are in any of the following situations:**

- 1.1) Being subject to or having undergone bankruptcy, judicial liquidation, cessation of business, or any other analogous procedure of the same nature.
- 1.2) Having been convicted within the past five years by a final court ruling for offences related to the awarding or execution of a contract or framework agreement.
- 1.3) Having committed a serious professional misconduct in the last five years in connection with the awarding or execution of a contract or framework agreement.
- 1.4) Failing to meet our social security contributions or tax obligations as prescribed by law.
- 1.5) Being listed under financial sanctions imposed by the United Nations or any other Technical and Financial Partner in connection with the awarding or execution of a contract or framework agreement.
- 1.6) Having provided false declarations in submitting the required information during the tender process.

**2. We attest that neither we nor any members of our consortium or subcontractors are in any of the following conflicts of interest:**

- 2.1) Having controlling shares in the Contracting Authority or being a subsidiary under its control, unless the conflict has been disclosed and resolved to the satisfaction of the Public Procurement Authority.
- 2.2) Having business or family ties with a member of the Contracting Authority's staff involved in the selection process or the subsequent monitoring of the contract, unless the conflict has been disclosed and duly resolved.
- 2.3) Controlling or being controlled by another tenderer, being under the same corporate control as another tenderer, receiving or awarding direct or indirect subsidies to another tenderer, having the same legal representative as another tenderer, or maintaining direct or indirect communication with another tenderer that would allow access to their respective offers, influence decision-making, or distort competition.
- 2.4) Being engaged in a consultancy role that could prove incompatible with our responsibilities under the Contracting Authority.
- 2.5) Regarding tenders for works, supplies, or framework agreements:
  - i. Preparing or being associated with a consultant involved in drafting specifications, plans, calculations, or other competitive bidding documents.
  - ii. Being or affiliated with a firm hired by the Contracting Authority to supervise or monitor contract execution.

3. If we are a public entity or enterprise, we certify that we possess both legal and financial autonomy and operate under commercial law.
4. We undertake to promptly notify the Contracting Authority, who will inform the Public Procurement Authority, of any changes in our situation regarding points 1 to 3 above.
5. In the process of tendering and executing the contract or framework agreement:
  - 5.1) We have not and will not engage in any deceptive practices (acts or omissions) aimed at deliberately misleading others, concealing information, coercing or influencing their consent, circumventing legal or regulatory obligations, or violating internal rules for personal gain.
  - 5.2) We have not and will not engage in fraudulent behaviour contrary to our legal or regulatory obligations or violate internal policies for illicit benefit.
  - 5.3) We have not and will not offer, promise, or grant—directly or indirectly—any undue advantage of any kind to (i) any person holding a legislative, executive, administrative, or judicial position within the State, whether appointed or elected, permanent or temporary, remunerated or not, at any hierarchical level; (ii) any person exercising public functions, including those in public organisations or enterprises providing public services; or (iii) any person defined as a public officer, to induce them to perform or refrain from performing an act in their official capacity.
  - 5.4) We have not and will not offer, promise, or grant—directly or indirectly—any undue advantage to anyone managing or working within a private-sector entity to induce them to act contrary to their legal, contractual, or professional obligations.
  - 5.5) We have not and will not engage in any practice that may influence the tender process to the detriment of the Contracting Authority, including any anti-competitive conduct aimed at restricting access to the contract or limiting free market competition.
6. We, along with our consortium members and subcontractors, authorise the Contracting Authority to examine the accounting records relating to the awarding and execution of the contract or framework agreement and submit them for audit by designated officials.

**Signature:**

**Name:**

**Duly authorised to sign the offer on behalf of:**

**Date:**

## DOCUMENT NO. 12: SOCIAL AND ENVIRONMENTAL COMMITMENT

Notice regarding the declaration of commitment to social and environmental clauses

The tenderer must complete and submit the social and environmental commitment declaration as part of their offer, addressed to the Contracting Authority and signed by the authorised representatives responsible for its execution. In the case of a consortium, all members must subscribe to the charter.

TITLE OF TENDER:

THE "BIDDER/CONTRACTOR"

To Mr. the "Contracting Authority"

In the context of the award and execution of the contract:

- We commit to complying with, and ensuring compliance by our consortium members and all subcontractors, internationally recognised social and environmental standards, including the fundamental conventions of the International Labour Organization (ILO) and international agreements on environmental protection, in alignment with the applicable laws and regulations of Cameroon.

- Additionally, we undertake to implement risk mitigation measures regarding social and environmental impact, as outlined in the environmental and social impact statement provided by the Contracting Authority.

- We, along with our consortium members and subcontractors, authorise the Contracting Authority to review all documents and financial records related to the awarding and execution of the contract and to submit them for verification by auditors designated by the ARMP.

**Signature:**

**Name:**

**Duly authorised to sign the offer on behalf of:**

**Date:**

## **DOCUMENT NO. 13:**

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

#### **I- BANKS**

1. 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
6. Commercial Bank of Cameroon (CBC)
7. Ecobank
8. National Financial Credit Bank (NFC)
9. Société Camerounaise de Banque au Cameroun (SCB)
10. Société Générale de Banque au Cameroun (SGC)
11. Standard Chartered Bank Cameroon
12. Union Bank of Cameroon (UBC)
13. United Bank for Africa (UBA)
14. Crédit Communautaire d'Afrique (CCA)
15. Bank des PME
16. Bank Of Africa Cameroun (BOA Cameroun)
17. La Regionale Bank
18. BANGE BANK CAMEROUN (BANGE CMR)

#### **II- Insurance companies**

1. Chanas assurances
2. Activa Assurances
3. Atlantique Assurances S.A.
4. Zénithe Insurance S.A.
5. Pro-Assur S.A.
6. Aréa Assurances S.A
7. Bénéficial General Insurance S.A.
8. CPA S.A.
9. Nsia Assurances S.A.
10. SAAR S.A.
11. Saham Assurances S.A.

**NB: This includes all financial institutions recognized by the Ministry of Finance.**

## EVALUATION GRILL

GENERAL		YES	NO
<p><b>Site visit:</b> Each bidder is advised to visit and inspect the site of the works and its surroundings, and to obtain for themselves, and under their own responsibility, all the information that may be necessary for the preparation of the bid and the execution of the studies and works. The costs related to the site visit shall be borne by the Bidder. Provide a site visit report containing coloured picture(s) of the Representative of the company conspicuously seen on site.</p>			
<p>Language of submission of tender is English or French.</p>			
<p><b>B.1: General presentation of the tender files</b></p> <ul style="list-style-type: none"> <li>- Letter of submission of technical offer</li> <li>- Document spirally bound</li> <li>- Table of content page</li> <li>- Colour sheets separation</li> <li>- Presentation of documents in the order given in this tender</li> </ul> <p><b>B.2: List of references of the enterprise in the similar jobs</b>  List of references of the enterprise in similar achievements in the execution of similar works (First page and last page of previous contracts, acceptance report justified by signed contracts and minutes of final reception for works executed up to 2024). Minimum acceptable: 02 Contracts realized in the domain of rehabilitation of water supply systems over the last 5 years.</p> <ul style="list-style-type: none"> <li>• 1st Reference</li> <li>• 2nd Reference</li> </ul> <p><b>B.3: List of qualified personnel for the execution of the works as per the model annexed to the tender file.</b></p> <p><b>NB:</b> Please attach, for the proposed personnel, a copy of the diploma and supporting documents for the experience, namely:</p> <ul style="list-style-type: none"> <li>• A certified true copy of the diploma issued less than three (03) months old;</li> <li>• Proof of registration with the relevant national professional bodies, where applicable;</li> <li>• A curriculum vitae signed and dated by the key personnel;</li> <li>• A signed and dated declaration of availability from the key personnel;</li> <li>• A certificate, employment contract, or site logbook justifying the experience of the key personnel.</li> </ul> <p><b>NB:</b> All the above-mentioned documents must be in compliant, signed, and dated within three months prior to the original deadline for submission of tenders.</p> <ul style="list-style-type: none"> <li>- <b>Project Engineer:</b> At least a Senior Civil Engineer or Rural Engineer with at least 7 years' experience in water installations/ maintenance. The Works Supervisor must present a Masters in Rural or Civil Engineering (Hydrogeology/Hydraulics).</li> <li>- <b>Works foreman:</b> Civil Engineer or Rural Engineer with at least 5 years' experience in water installations/ construction/ maintenance. Must present a Bachelor Degree in</li> </ul>			

Civil engineering and must show proof of experience in water installation and maintenance.

- **Site Supervisor:** A Technician with at least a Diploma in building or construction works and at least 5 years of experience in similar works.

**NB:** All key personnel must present commitment of availability duly signed & certified.

Attach for each person a CV and photocopy of ID card (signed and dated by the individual) as well as a certified copy of highest diploma of each person concerned. The key personnel include the Project Engineer, Works Foreman and site supervisor.

#### **B.4.1. Material to be mobilized to execute the works:**

- Provide the list of equipment to be used in the execution of the project.

Example:

- Pickup truck or 4x4 vehicle
- Power tools for demolition (sledgehammers, drills, crowbars)
- Construction signage materials
- Cleaning tools (brush cutters, shovels, wheelbarrows)
- Concrete mixer
- Steel bending and cutting tools
- Compactor or plate vibrator (for chamber base preparation)
- Concrete mixer
- Compactor for backfilling
- Water sampling kits
- Personal protective equipment: (Helmets, boots, gloves, safety vests)
- Proof of ownership for the equipment and tools, i.e. registration certificates or performance invoices for equipment that are to be hired and purchase receipts for tools and carte grises of vehicles, proof of renting.
- Description of equipment (giving mark, registration ,etc)
- Evidence of normal functioning of equipment.
- A statement of present location of equipment.

**NB:** The strict compliance with the technical specifications of the tender file as well as equipment and tools vital for the execution of the works is mandatory. The Bidder must provide proof that they own or lease the equipment.

#### **B.4. 2. The bidder shall provide a descriptive or methodological note presenting in detail the components of their technical proposal, notably:**

- g. The organisation and schedule they intend to implement to effectively carry out the works, to which must be attached the site visit report or a sworn statement of visit, as applicable;
- h. The timeline, schedule, and delivery period for the works;
- i. The measures planned for the use of local labour (Labour Intensive Method – HIMO);

- j. The measures related to compliance with environmental safeguards, where applicable;
- k. The works the bidder intends to subcontract. Date and signature of sub-contractor (only 30% of the contract can be subcontracted)
- l. Security measures on project site (the bidder shall ensure the security of all the workers and the project site).

**NB:** Date, signature and stamp of bidder at the end of the documents.

**B.4. 3. The bidder shall complete and sign the following forms:**

- The Integrity Charter.
- The Declaration of Commitment to comply with social and environmental clauses.
- Site Visit Attestation signed by the Mayor of Kumbo or any representative of the Council or administrative authority in the Sub Division. The site visit report shall be signed by the Manager of the Company or a representative with pictures enclosed.

**B.5 : Duration of execution in respect with the tender file**

The bidder has Five (05) months to execute the contract.

**B.6: Financial capacity**

An attestation of financial capacity (solvency) of the enterprise issued by a bank or any financial institution approved by the Ministry of Finance. A turnover of not less than CFAF100, 000, 000 should be submitted showing the financial readiness of the bidder to execute the works.

**NB:** In case of groupings, each member will have to contribute 20 or 30% of the amount required and the representative will have to meet up with 50% or 60% of the total amount.

**B.7: Special Technical Clauses initialled in all the pages and last page signed (with mention "read and approved")**

**B.8: Special Administrative Clauses filled, each page initialled and last page signed (with mention "read and approved").**

**NB:** Failure to accept the contract clauses will result in the elimination of the bidder.

**FINANCIAL DOCUMENT>> AND SHALL CONTAIN THE FOLLOWING:**

**FINANCIAL DOCUMENTS**

**C.1:**A submission letter, signed, dated and stamped. (see ANNEXURE)

**C.2:** Completed and signed framework of unit prices.

**C.3:** Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)

**C.4:** Sub details of unit prices

<p>To this effect, bidders should use the documents and models provided for in the Tender File, subject to the provisions of article 19(2) of the General Regulations concerning the other possible forms of bid bond.</p> <p><b>C.5.Financial capability:</b> Attestation of pre-financing delivered by a banking establishment or financial institution approved by the Ministry of Finance. Date and signature of bank Manager in charge.</p> <p><b>N.B</b> The various parts of the same file must obligatorily be separated by colour dividers both in the original and in the copies in a way as to facilitate examination.</p> <p>The bidder must submit the electronic or digital copy of the financial offer in three copies: one to the Chairperson of the Tenders Board, one to the Subcommittee for Analysis, and one to the ARMP. In the event of any discrepancies between the electronic version and the hard copies, the physical (hard) copies shall prevail.</p>			
<p><b>Period of validity of the offers:</b> 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.</p>			
Failure to produce, after the deadline of 48 hours following the opening of bids, a document in the administrative file that is deemed to be non-compliant or missing (except the bid bond)			
Absence or insufficient stamped Bid bond and receipt from Deposits and Consignments Fund (CDEC) (these documents should be submitted as one file)			
False declaration or falsified documents			
Incomplete financial file			
Omission of a unit price			
Non-Compliance with the major technical specifications of the Works			
Non-respect of 80% of the essential criteria			
Absence of the sworn statement for not having abandoned contracts during the last three years			
Absence of a quantified unit price in the financial offer			
Absence of own or hired minimum equipment			
Absence of a detailed Bill of Quantities and cost estimate			
Absence of integrity charter dated and signed			
Absence of a dated and signed commitment statement to comply with environmental and social clauses.			
a. General presentation of the bids.	Table of Sections separated using colour dividers (not white) contents		
b. Experience of the company: at least two references of the company in similar achievements of the last 5 years concerning water supply project for a minimum cumulative amount of CFAF 100,000,000 (first page and last page of previous contracts + minutes of acceptance signed).	Provide 2 supported references for similar works executed within the last 5 years. Attach the first and last pages of the contracts and reception report of the supplies.		

c. Quality of personnel and management of the company: References of personnel to be utilized (CV) and certificates.	References of personnel to be utilized (CV of key personnel and certificates) in the domain of water supply.		
d. Provide details of Technical equipment and tools to be used.	Include information on materials to be mobilized to execute the works. Attach certified copies of title deeds, vehicle registration certificate(s), receipts, etc. NB- The equipment and tools must be present at the site during each phase of the execution		
e. Methodology for the execution of works.	Detailed execution plan		
f. Absence of site visit report and attestation (photos).	Provide site visit attestation and report following the models provided in the tender file.		
g. Financial capacity of at least CFAF 100 000 000 issued by a financial institution authorized by the Ministry of Finance.	Provide proof of ability to pre-finance from a recognized financial or banking institution approved by the Ministry in charge of Finance.		
h. Special technical clauses initialled in all the pages and signed with mention read and approved.	Initial all the pages with "mention read and approved".		
i. Special administrative clauses completed and initialled in all the pages and last page signed with mention read and approved.	Initial all the pages with mention "read and approved".		
This evaluation will be done in a binary approach (YES) or (NO) with an acceptable minimum from at least 80% of the essential qualification criteria. The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents. The Subcommittee will be tasked to ensure that the evaluation grill is utilised. The subcommittee can also modify the grill to ensure that all the evaluation criteria provided by the tender file is taken into account.			