REPUBLIQUE DU CAMEROUN
PAIX—TRAVAIL—PATRIE

MINISTERE DE LA DECENTRALISATION ET DU DEVELOPPEMENT LOCAL

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DEPARTEMENT DE LA MOMO
COMMUNE DE BATIBO

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REPUBLIC OF CAMEROON
PEACE—WORK—FATHERLAND

MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT

NORTH WEST REGION
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THE MAYOR OF BATIBO COUNCIL

BATIBO COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER N°08/ONIT/BATIBOCOUNCIL/BCITB/2026 OF 20/03/2026 FOR THE CONSTRUCTION OF THE TOGHONDONG WATER SUPPLY SCHEME IN BATIBO SUBDIVISION, MOMO DIVISION OF THE NORTH-WEST

FINANCING: PUBLIC INVESTMENT BUDGET MINEE 2026

BUDGET HEAD: .....

FINANCIAL YEAR 2026

PREFACE

This model tender file has been prepared by the Public Contracts Regulatory Agency (ARMP) and put into force by the Authority in charge of public contracts, for Project Owners and Delegated Project Owners for the award of works contracts through invitation to tender.

It includes:

Document No.0	*Letter of invitation to tender (where applicable)*
Document No.1	*Tender Notice (AAO)*
Document No.2	*General Regulations Governing Invitations to Tender (RGAO)*
Document No.3	*Special Regulations Governing Invitations to Tender (RPAO)*
Document No.4	*Special Administrative Clauses (SAC)*
Document No.5	*Special Technical Clauses (STC)*
Document No.6	*Unit Price Schedule framework*
Document No.7	*Detailed Quantity and Estimate Framework*
Document No.8	*Framework of Sub-Details of Prices*
Document No.9	*Contract Model*
Document No.10	*Model of Forms to be Used by Bidders*
	Appendix No. 1: Model of Declaration of Intention to Tender
	Appendix No.2: Model of Bidding Letter;
	Appendix No.3: Model of Bid Bond;
	Appendix No.4: Model of Final bond;
	Appendix No.5: Model of Start-off Advance bond;
	Appendix No.6: Model of Performance Bond (Retention Bond);
	Appendix No. 7: Model of Technical Proposal Bidding Letter
	Appendix No. 8: Model of planning framework
	Appendix No.9: Model of List of staff to be mobilised
	Appendix No.10: Model of Form of Services that may be Sub-contracted;
	Appendix No.11: Model of CV of Staff to be mobilised
Document No.11	*Integrity Charter Form*
Document No.12	*Model form of Declaration commitment to Comply with Social and Environmental Clauses*
Document No.13	*Visa of Maturity or any Proof of Preliminary Studies*
Document No.14	*List of banking Institutions and financial Bodies Authorised to Issue Bonds for Public Contracts.*
Document No. 15.	*Online Bidding Procedure*

*[**N.B**: This facilitation document, prepared by ARMP and put into force by the Authority in charge of Public Contracts Authority, shall be considered as an outline aimed at helping the Project Owners and Delegated*

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TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER N°08/ONIT/BC/BCITB/2026 OF 20/03/2026 FOR THE CONSTRUCTION OF THE TOGHONDONG WATER SUPPLY SCHEME IN BATIBO SUBDIVISION, MOMO DIVISION OF THE NORTH-WEST REGION.

FUNDING: **MINEE - PUBLIC INVESTMENT BUDGET**
Exercise 2026

1. *Subject* of the invitation to tender

Within the framework of the 2026 Public Investment Budget, the Mayor of Batibo Council, Project Owner, on behalf of the Republic of Cameroon, hereby launches an Open National Invitation to tender, for the Construction of the Toghondong Water Supply Scheme in Batibo Subdivision, Momo Division of the North-West Region. It is a three lots call for tender.

2. Nature of works

Works comprise especially:

- Construction of a spring catchment intake with its collection chamber;
- Construction of a 20m^3 storage tank in reinforced concrete;
- Construction of an air release valve chamber;
- Construction of three control valve chamber;
- Construction of two washout valve chamber;
- Construction of four standpipes;
- Construction of a 3,000m piping network of assorted high density polyethylene pipes.
- Physico-Chemical and bacteriological analyses of a sampled water after construction;
- Protection of the catchment area;
- Training and putting in place of a Water Management Committee as well as training of two Caretakers;
- Supply of a complete maintenance tool box with spare parts.

3. Tranches/Allotment

The works are subdivided into one lot defined here below:

- Construction of the Toghondong Water Supply Scheme

4. Estimated cost

The estimated cost of the operation following preliminary studies is **seventeen million (17,000,000) FCFA.**

5. Estimated execution deadline

The maximum time frame provided for by the Project Owner for the execution of works subject of this invitation to tender is **four (04)** calendar months for each lot. This time frame shall run from the date of notification of the administrative order to commence the services.

6. Participation and origin

Participation in this invitation to tender is restricted to all Cameroonian companies and business enterprises selected within the framework of a categorisation concerned that are in compliance with the Cameroon laws.

7. Funding

The works under this invitation to tender shall be financed by Public Investment Budget **MINEE 2026** financial year(s), budget head N° _____

8. Bidding method

The submission method selected for this consultation is offline.

9. Bid bond

Each bidder must include in his administrative documents, a hand-endorsed bid bond, issued by a financial body or institution approved by the Minister in charge of finance to issue bonds for public contracts and whose list appears in document 14 of the Tender File (TF), of an amount of **three hundred and forty thousand (340,000) FCFA.** It is not more than 2 % of the estimated cost of the contract all taxes inclusive (ATI), in accordance with the Order in force] and valid up to thirty (30) days beyond the initial date limit of the validity of bids. 'The absence of the bid bond issued by a first-rate bank or financial body of first category authorised by the Minister in charge of Finance to issue bonds for public contracts shall cause the immediate rejection of the offer. A bid bond submitted but that does not have any relation with the consultation concerned shall be considered as absent. The bid bond presented by a tenderer at the bid opening session shall not be accepted.

10. Consultation of Tender File

The hard copy of the file may be consulted free of charge during working hours in the services of the Project Owner at Batibo Council (SIGAMP service), P.O. Box, telephone, fax, e-mail) as soon as this notice is published. *It may equally be consulted* ***online on the COLEPS platform at the following addresses:*** *http://www.marchespublics.cm* ***and*** *http://www.publiccontracts.cm on the ARMP website (www.armp.cm).*

11. Acquisition of Tender File

The hard copy version of the file may be obtained from Batibo Council Office Secretariat SIGAMP service, P.O. Box, telephone, e-mail)] as soon as this notice is published against payment of a non-refundable sum of **twenty nine thousand (29,000) FCFA** in accordance with the regulations in force, payable at the CAS-ARMP Special Account.

It is equally possible to obtain the electronic version of the Tender File by downloading it free of charge through the addresses indicated above. However, online submission is subject to the payment of Tender File purchase fees

12. Submission of bids

- Failure to comply with **30/40** essential criteria referring to the qualification threshold of technical bids;
- Absence of the sworn statement for not having abandoned contracts during the last three years;
- Failure to comply with bids file format;
- Absence of a quantified unit price in the financial offer;
- Absence of grading(categorisation) certificate if applicable;
- Absence of an element in the financial offer (submission, BPU, DQE);
- Absence of integrity charter dated and signed;
- Absence of the dated *and signed commitment statement to comply with environmental and social clauses.*

NB: *Depending on the specificity of the service, other relevant criteria may be added when drafting the Tender File*

17. Essential criteria

- The essential criteria for the qualification of bidders shall focus especially on:
- Presentation of bid;
- Bidder's references;
- Financial capacity; (Access to a line of credit or other financial resources, turnover, certificate of financial solvency);
- Personnel qualification and experience;
- Logistics means,
- Methodology.

This evaluation will be done in a binary way (**yes**) or (**no**) with an acceptable minimum of **30/40** (**75%**) of the essential criteria taken in account.

18. *Award* of contract

The Project Owner shall award the contract to the bidder whose bid meets the required technical and financial qualification criteria and whose offer was evaluated as the lowest by including as the case may be, the rebates proposed. The maximum number of lots a candidate may be awarded is one.

19. Maximum number of lots:

A candidate may tender for one or several lots, but cannot be awarded more than two lots. [In the event a bidder is the lowest bidder for more than 02 lots, the Project Owner shall award the 02 lots to the said bidder in accordance with the conditions provided for in the RPAO]

20. Duration of validity of bids

Bidders shall remain committed to their bids for 90 days from the initial deadline set for the submission of bids.

21. Further information

Additional information may be obtained during working hours from Batibo Council (SIGAMP service), P.O Box, telephone, fax, e-mail or online on the COLEPS platform via http://www.marchespublics.cm and http://www.publiccontracts.cm.

22. Fight against corruption and malpractices

For any denunciation of corruption attempt practices, facts or acts, please call the National Anti-Corruption Commission (NACC) on 1517, the Authority in charge of Public Contracts (MINMAP) (SMS or call) on (+237) 673 20 57 25 and 699 37 07 48, the ARMP on ..... or the PO on .....

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TENDER NOTICE

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°08/AONO/COMMUNEBATIBO/CIPMCW/2026 DU 20/03/2026 POUR LA CONSTRUCTION D'UN SYSTEME D'ADDUCTION D'EAU POTABLE DE TOGHODONG DAND L'ARRONDISSEMENT DE BATIBO, DEPARTEMENT DE LA MOMO, REGION DU NORD-OUEST

Objet de *l'Appel d'Offres*

Dans le cadre de l'exécution du Budget 2026, le Maire de la commune de BATIBO, Maître d'Ouvrage lance un appel d'offre national ouvert pour les **travaux de construction d'un système d'adduction d'eau potable de Toghodong dans l'Arrondissement de Batibo**, Département de la Momo, Région du Nord-Ouest.

Consistance des travaux

Les travaux comprennent notamment :

- *Lot 100: Travaux preparatoires ;*
- *Lot 200: Travaux de construction ;*
- *Lot 300: Canalisation et remblais de tuyauteries;*
- *Lot 400: Mesures mitigation environmentale;*
- *Lot 500: tests* de qualité d'eau (physico-chimique et bactériologique-avant et après les travaux)

Tranches/Allotissement

Les travaux sont subdivisés en deux lots ci-après définis :

- **Construction d'un système d'adduction d'eau potable de Toghodong dans l'Arrondissement de Batibo**

Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de **dix sept million (17,000,000) FCFA.**

Délai prévisionnel d'exécution

Le délai maximum prévu par le Maître d'Ouvrage pour la réalisation des travaux, objet du présent appel d'offres est de *quatre (04)* mois calendaires pour chaque lot. Ce délai court à compter de la date de notification de l'ordre de service de commencer les prestations.

Participation et origine

La participation au présent appel d'offres est ouverte à toutes les sociétés et entreprises de droits camerounais retenues dans le cadre d'une catégorisation.

Financement

Les travaux objet du présent appel d'offres sont financés par BIP MINEE de l'exercice 2026 sur la ligne d'imputation budgétaire N°…….

Mode de soumission

Le mode de soumission retenu pour cette consultation est *hors ligne*. Toutefois, lorsque les deux possibilités sont ouvertes, un soumissionnaire ne peut utiliser à la fois le mode en ligne et le mode hors ligne.

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par un organisme ou une institution financière agréée par le Ministre en charge des finances pour émettre les cautions dans le domaine des marchés publics ou le non-respect des modèles des pièces du Dossier d'Appel d'Offres, entraînera le rejet pur et simple de l'offre sans aucun recours. Une caution de soumission produite mais n'ayant aucun rapport avec la consultation concernée est considérée comme absente. La caution de soumission présentée par un soumissionnaire au cours de la séance d'ouverture des plis est irrecevable.

Ouverture des plis

L'ouverture *des plis se fait en un temps* et aura lieu **le 15/04/2026 à 11h00**, heure locale, par la Commission de Passation des Marchés *du Maître d'Ouvrage* dans la salle de conférence de la Commune de Batibo sise à BATIBO.

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une seule personne de leur choix dûment mandatée même en cas de groupement d'entreprises.

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou l'autorité administrative compétente, conformément aux dispositions du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois (03) mois ou avoir été établies postérieurement à la date de signature de l'avis d'Appel d'Offres

En cas d'absence ou de non-conformité d'une pièce du dossier administratif lors de l'ouverture des plis, après un délai de 48 heure accordé par la Commission, l'offre sera rejetée.

Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

15.1 Critères éliminatoires

Il s'agit notamment :

- de l'absence du cautionnement de soumission à l'ouverture des plis;
- de la non -production au-delà du délai de 48 h après l'ouverture des plis, d'une pièce du dossier administratif jugée non conforme ou absente lors de l'ouverture des plis, (excepté le cautionnement de soumission);
- des fausses déclarations, manœuvres frauduleuses ou des pièces falsifiées ;
- du non-respect de 30/40 critères essentiels au seuil de qualification des offres techniques ;
- de l'absence de la déclaration sur l'honneur de non abandon des chantiers au cours des trois dernières années ;
- du non-respect du format de fichier des offres ;
- l'absence d'un prix unitaire quantifié dans l'Offre financière ;
- de l'absence de l'attestation de catégorisation ;
- de l'absence d'un élément de l'offre financière (la soumission, les BPU, le DQE) ;
- de l'absence de la charte d'intégrité datée et signée ;
- de l'absence de la déclaration d'engagement au respect des clauses environnementales et sociales datée et signée ;

15.2. Critères essentiels

Les critères essentiels à la qualification des soumissionnaires porteront à titre indicatif sur :

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General Regulations Governing the Invitation to Tender

A. Generalities

Article 1: Subject of the consultation

1.1. The Project Owner or Delegated Project Owner as defined in the Special Regulations Governing the Invitation to Tender (RPAO) hereby launches an invitation to tender for the execution of the works described in this Tender File and briefly defined in the RPAO.

The name, identification number and number of lots, subject of the invitation to tender feature in the RPAO.

1.2. The bidder retained or the successful bidder shall complete works within the provisional time limit indicated in the RPAO and which runs, except otherwise stipulated in the SAC, from the date of notification of the Administrative Order to commence works.

1.3. In this Tender File, the term **'day'** stands for a working day, except calendar days expressly specified in the Public Contracts Code.

Article 2: Financing

Works source of financing subject of this invitation to tender shall be specified in the RPAO.

Article 3: Ethical Principles

3.1. Public sector employees, bidders and contract holders, as well as any other person involved in whatever capacity in the public contracts award, execution and regulation chain shall be subject to the provisions of the laws and regulations forbidding corruption, fraudulent schemes, collusive, coercive or obstructive practices, conflicts of interest, insider trading, and complicity.

In this respect, they subscribe to the integrity charter, the model of which is attached to this Tender File (Document No.10)

By virtue of these principles, the Project Owner or Delegated Project Owner:

a. defined, for the purposes of this clause, the expressions as follows:

i. Whoever offers, gives, solicits, or accepts any form of benefit to influence the action of a public employee during the award or execution of a contract shall be guilty of "corruption"

ii. Whoever deforms or distorts facts to influence the award or execution of a contract shall be indulging in "fraudulent schemes".

iii. Two or more bidders who connive to artificially keep bid prices at a level not commensurate with those which would result from competition shall be guilty of "collusive practices";

iv. Whoever harms persons or damages their property or makes threats against them, directly or indirectly, to influence their actions during the award or execution of a contract shall be indulging in "coercive practices"

v. "Conflict of interest" means any situation wherein the holder of a contract or the supervisor of public contracts award and/or execution procedures may derive direct or indirect benefits from a contract concluded by the Project Owner or the Delegated Project Owner, any transfer, or any situation in which he has enough personal interests to compromise his impartiality in the discharge of his duties or which may adversely affect his judgement.

c. A public law corporate body if it demonstrates that it is (i) legally and financially autonomous (ii) managed according to the rules of private accounting and (iii) not under the supervisory authority of the Project Owner or Delegated Project Owner, unless expressly authorised by the Authority in charge of Public Contracts.

d. Civil society organisations and public establishments, provided that the prices proposed are competitive, that is, they have been determined (i) by considering all the direct and indirect costs contributing to the formation of the price of the service covered by the contract and (ii) that they have not benefited, in the determination of this price, from advantages arising from the resources allocated to them by virtue of their public service missions.

4.2. The call for tenders is open or restricted according to the specifications of the RPAO to all candidates who meet the following conditions:

a. not be in a state of judicial liquidation or bankruptcy;

b. not be subject to any of the prohibitions or disqualifications (forfeitures) provided for by the laws and regulations in force, whether national or international;

c- has subscribed to all declarations provided for by the laws and regulations in force.

4.3. To submit an electronic bid via COLEPS or any other electronic communication medium indicated by the Project Owner, the candidate or bidder must be registered on the said platform and possess a valid electronic certificate.

4.4. If the invitation to tender is restricted, the consultation is open to all candidates selected at the end of the pre-qualification procedure and/or to those selected within the framework of the categorisation previously indicated in the invitation to tender and reiterated in the RPAO.

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

5.1. The Contractor's building materials, materials, supplies, equipment and services to be supplied under the Contract must not come, as the case may be, from countries featuring on the list provided for in the RPAO.

5.2. Within the meaning of Article 5.1 above, the term "originate" shall designate the place where the goods and services grow, are extracted, cultivated, produced or manufactured, transformed, assembled or imported.

Article 6: Documents establishing bidder qualification

6.1. As an integral part of their offer, bidders must:

a. submit a power of attorney making the signatory of the bid to commit the bidder;

b. provide documents enabling to establish the qualification of the bidder according to the list provided for in Article 13 of the RGAO and including, especially, all the 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 from bidders in the RPAO.

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

i. the production of an extract of balance sheets showing the turnover and the results;

ii. access to a credit line or availability of other financial resources;

iii. The executed contracts;

iv. List of key personnel;

enterprises and specifies the terms of the contract. Besides the addendum (addenda) published in accordance with Article 10 of the General Regulations Governing the Invitation to Tender, it shall also include the following documents:

Document No.0 *Letter of invitation to tender (in case of restricted invitations to tender)*
Document No.1 *Tender Notice (AAO)*
Document No.2 *General Regulations Governing the Invitation to Tender (RGAO)*
Document No.3 *Special Regulations Governing the Invitation to Tender (RPAO)*
Document No.4 *Special Administrative Clauses (SAC)*
Document No.5 *Special Technical Clauses (STC)*
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Appendix No.9: Model of list of staff to be mobilised
Appendix No.10: Model of Form of Services that may be Subcontracted;
Appendix No.11: Model of CV of staff to be mobilised

Document No.11 *Integrity Charter Form*
Document No.12 *Declaration Statement to Comply with Social and Environmental Clauses*
Document No.13 *Visa of maturity or any proof of Preliminary Studies to be filled in by the Project Owner or Delegated Project Owner, the availability of funding or budgetary head*
Document No.14 *List of banking institutions 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 provide all the information requested and prepare a bid in compliance with all aspects of the said file.

Article 9: Clarifications on the Tender File and petitions

9.1. a) Any bidder who wants to obtain clarifications on the Tender File may make a request to the **Contracting Authority** in writing or by electronic mail (telecopy or e-mail) at the Project Owner or Delegated Project Owner's address indicated in the RPAO or **via COLEPS. However, the Contracting Authority shall reply in writing or by electronic mail or through COLEPS or any other mean of electronic communication indicated in the TF to any request for clarification received at least 14 (fourteen) days prior to the deadline for the submission of bids.**

9.1.b). A copy of the Contracting Authority's response indicating the question asked but not mentioning the author is addressed, within a maximum of 5 (five) days, to all bidders who bought the Tender File

9. 2. Any bidder who feels aggrieved may file a petition with the Project Owner or the Delegated Project Owner.

Article 12: Language of offer

The bid as well as any correspondence and document exchanged between the bidder and the Project Owner or Delegated Project Owner shall be drafted in English or French. Additional 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, done by a professional translator, concerning the bid is included; in which case for reasons of interpretation, the translation shall be authentic.

Article 13: Constituent documents of the bid

13.1. The bid presented by the bidder shall include the documents detailed in the Special Regulations Governing the Invitation to Tender, duly filled and put together in three volumes:

a. ***Volume 1: Administrative file***

It includes:

a. 1. All documents attesting that the bidder:

- has subscribed to all declarations provided for by the laws and regulations in force;
- paid all taxes, duties, contributions, fees, royalties or deductions of whatever nature;
- is not winding up or bankrupt;
- is not the subject of an exclusion order or disqualification (forfeiture) provided for by the law in force at the national and international level;

a.2 The bid bond established in accordance with the provisions of Article 17 of the General Regulations Governing the Invitation to Tender (RGAO);

a.3 the written document empowering the signatory of the bid to commit the bidding legal entity, in accordance with the provisions of Article 6(1) of the RGAO.

b. Volume 2: Technical bid

It includes:

b.1. ***Information on qualification***

The Special Regulations specify the documents to be provided by bidders to justify the qualification criteria mentioned in Article 6(1) of the Special Regulations Governing the Invitation to Tender, especially the references of the company, the equipment and list of personnel.

b.2 ***Methodology***

The Special Conditions of the invitation to tender specify the constituent elements of tenderers' technical proposal 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), subcontracting, HIMO approach, as the case may be, etc.).

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

The bidder shall submit duly initialled, filled and signed copies of the administrative and technical documents governing the contract, namely:

i. The Special Administrative Conditions (SAC);

ii. The Special Technical Conditions (STC).

b.4 ***Comments SAC and STC (optional)***

15.2. Option A: The amount of the bid is entirely expressed in national currency.

The amount of the bid, the unit prices of the price schedule and the prices of the detailed quantities and estimates are entirely presented in CFA francs in the following manner:

a. Prices shall be entirely presented in national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the appendix 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 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 appendix to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment under the contract so that the retained bidder does not bear any exchange risk.

15.3. Option B: The amount of the bid is directly presented in national and foreign currency

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

a. The prices of inputs necessary for the works which the bidder intends to buy in the Project Owner or Delegated Project Owner's country shall be in CFA francs as specified in the Special Regulations and called "national currency"

b. The prices of inputs necessary for works which the bidder intends to buy out of the Project Owner or Delegated Project Owner's country shall be in the currency of the country of the bidder or of the currency of an eligible member country widely used in international trade.

15.4. The Project Owner or Delegated Project Owner 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 the appendix to the bids are reasonable; to this end, a detailed statement of their needs in foreign currencies shall be provided by the bidder.

15.5. During the execution of works, most of the foreign currencies to be paid as part of contract amount may be revised by mutual agreement between the Project Owner or Delegated Project Owner and the contractor so as to take into account any modification that occurred in foreign currency needs under the contract.

Article 16: Validity of offers

16.1. Bids must remain valid during the period stated in the Special Regulations from the date of submission of bids set by the Project Owner or Delegated Project Owner, in application of Article 22 of the Special Regulations. A bid valid for a shorter period shall be considered by the Tenders Board as not compliant, unless the validity period of the bid bond is compliant. In this case, the tenderer shall be given forty-eight (48) hours to submit a new tender letter.

16.2. Under exceptional circumstances, the Project Owner or Delegated Project Owner may seek the bidder's consent to extend the validity time limit. The request and the responses that will be given shall be in writing (or by telecopy). The validity of the bid bond provided for in Article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his offer without losing his bid bond. A bidder who consents to an extension shall not be required to modify his bid nor be authorised to do so.

16.3. Where the contract does not include a price revision clause and that the period of validity of offers is extended 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 Project Owner or

technical specifications, sub-details of prices and proposed construction methods and all other useful information. Where necessary, the Project Owner or Delegated Project Owner will examine only the technical variants of the bidder whose bid compliant with the basic solution has been evaluated as the lowest bid.

18.3. When according to the Special Regulations the bidders are authorised to directly submit the technical variants for certain parts of the works, these parts of the works must be described in the technical specifications. The Tender File should clearly specify how the variants shall be taken into account for the evaluation of bids.

Article 19: Preparatory meeting to the establishment of bids

19.1. Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold on the date and at the place indicated in the Special Regulations.

19.2. The subject of the preparatory meeting shall be to provide clarifications and answers to any questions that may be raised at this stage.

19.3. As much as possible, the bidder is requested to submit any question in writing to reach the Project Owner or Delegated Project Owner at least one week before that preparatory meeting. The Project Owner or Delegated Project Owner may not respond to questions received too late. In this case, the questions and answers shall be transmitted according to the modalities set in Article 19(4) below.

19.4. The minutes of the meeting, including the attendance sheet, the text of the questions asked, and the answers given, including answers prepared after the meeting, shall be forwarded immediately to all those who bought the Tender File. Any modification of documents of the Tender File listed in Article 8 of the RGAO which may prove to be necessary at the end of the preparatory meeting shall be done by the Project Owner or Delegated Project Owner by publishing an addendum in accordance with the provisions of Article 10 of the General Regulations, as the minutes of the preparatory meeting cannot serve this purpose.

19.5. The fact that a bidder does not attend a preparatory meeting for the establishment of bids shall not be a reason for disqualification.

Article 20: Form, format and signature of the offer

For offline submission,

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, for each volume, the number required for each in the General Regulations, bearing the indication "COPY". In case of discrepancy between the original and the copy, the original shall be authentic.

20.2. The original and copies of the bid must be typed or written in indelible ink (photocopies including in scanned format shall be accepted in the case of copies) and shall be signed by the person(s) duly authorised to sign on behalf of the bidder, in accordance with Article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialled by the signatory (ies) of the bid.

20.3. The bid shall bear no modification, suppression or alteration unless such corrections are initialled by the signatory(ies) of the offer.

For electronic submission.

20.4 The offer should be submitted by the bidder on the COLEPS platform or on any other electronic means of communication specified by the Project Owner in the Tender File. A back-up copy of the tender

21.6 The constituent elements of the bidder's online or offline offer must be the same for a given consultation.

Article 22: Date and time limit for submission of offers and method of submission

22.1- Date and time limit for the submission of offers

a. The offers must be received by the Project Owner or Delegated Project Owner through their internal public contracts administrative management entity at the address specified in Article 21(2) of the Special Regulations no later than the date and time stated in the RPAO.

b. The date and time of receipt of online submissions are automatically recorded by the dematerialisation platform through a time-stamping mechanism. The date and time of COLEPS or any other electronic means of communication specified by the Project Owner shall be authentic.

c. For time stamping, the reference time zone is local time (GMT/UTC + 1). This time is visible on the submission page.

d. The Project Owner or Delegated Project Owner may, at his discretion, postpone the deadline set for the submission of 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 Project Owner or Delegated Project Owner and bidders previously governed by the initial date will henceforth be governed by the new deadline.

e. Offers submitted electronically shall be acknowledged by a receipt stating the date and time of receipt and the reference of the consultation.

22.2: **Submission method**

There are three possible ways to submit a bid:

- Online: only online submissions will be accepted for this consultation by the Contracting Authority and will be deemed authentic.
- Offline: only offline submissions are accepted for this consultation by the Contracting Authority and shall be deemed authentic.
- On/offline. Both submission methods are possible. However, it is not possible to bid online and offline for the same consultation.

The method of submission chosen is specified in the RPAO.

NB: At the time of online submission, bidders' offers are automatically encrypted, that is. their content has become illegible.

Article 23: Late offers

Whatever the method of submission, any bid received by the Project Owner or Delegated Project Owner beyond the deadline for the submission of bids shall be inadmissible.

Article 24: Modification, substitution and withdrawal of bids

For offline submissions,

24.1 A bidder may modify, replace or withdraw his offer after submitting it, on condition that the written notification of the modification or withdrawal is received by the Project Owner or Delegated Project Owner prior to the end of the time limit prescribed for the submission of the offers. The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the

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 and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the relevant Tenders Board may deem 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. Since a bid or a back-up copy that has not been opened and read to the hearing of everyone during the bid opening session cannot be submitted for evaluation, the Board shall systematically ensure that all bids received have really been examined.

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. However, the information on the composition of the committee remains internal to the Board. An extract of the said minutes to which is attached the attendance sheet signed by all the participants is handed over to each bidder on his request. Finally, only the financial bids of those bidders who have achieved the minimum technical score required are opened in the presence of the bidders concerned

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 the regulation of public contracts a copy of the bids presented by each bidder and that the chairperson he initialled.

25.7. In case of petition, the bidder shall send it to the Petitions Review Committee, with copy to the Project Owner or Delegated Project Owner, as the case may be, to the chairperson of the Tenders Board concerned, to the body in charge of the regulation of public contracts and to the Authority in charge of Public Contracts.

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.

This petition, which shall relate only to the implementation of this stage, especially compliance with procedures and the regularity of the documents checked, shall not be suspensive.

If need be, the Independent Observer must attach to his report the sheet that was handed to him, including any related commentaries or observations.

25.8. The opening of the electronically transmitted bids and those submitted in hard copy version shall take place during the same session. The opening and examination of electronically transmitted tenders shall be subject to the rules applicable to the processing of the hard copy version of offers.

Article 26: Confidential nature of the procedure

26.1. No information relating to the examination, evaluation and comparison of offers and verification of the qualification of the bidders and the contract award proposal shall be given to bidders or to any other person not concerned with the said procedure as long as the contract award has not been made public, under pain of disqualification of the tenderer's bid and suspension of the perpetrators from all activities in the domain of public contracts.

26.2. Any attempt by a bidder to influence the Bids Evaluation sub-committee in the evaluation of bids, the Tenders Board in the award proposal, the Project Owner or Delegated Project Owner in the award decision may cause the rejection of his offer.

26.3. Notwithstanding the provisions of Article 26.2 above, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Project Owner or Delegated Project Owner for reasons having to do with his offer, he should do so in writing.

28.4. If an offer is essentially not in conformity with the Tender File, it shall be rejected by the competent Tenders/Control Board and shall not eventually be rendered in conformity.

28.5. The Project Owner or Delegated Project Owner 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 offers.

Article 29: Evaluation criteria and qualification of the bidder

The Evaluation subcommittee shall ensure that the bidder retained for having submitted a bid substantially in compliance with the provisions of the Tender File, meets the qualification criteria stipulated in the Special Regulations. It is essential to avoid any arbitrariness in determining these criteria.

Article 30: Correction of errors

30.1. The Evaluation subcommittee shall verify bids considered essentially in conformity with the Tender File to correct the possible calculation errors. The Evaluation subcommittee shall correct the errors in the following manner:

a. if there is a contradiction between the unit price and the total obtained by multiplying the unit price by the quantities, the unit price shall be authentic and the total price shall be corrected, unless, according to the Evaluation subcommittee, the decimal point of the unit price is manifestly badly placed, in which case the total price indicated shall prevail and the unit price corrected.

b. if the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be authentic and the total corrected.

c. if there is a discrepancy between the prices indicated in figures and in words, the amount in words shall be authentic

30.2. The amount featuring in the offer shall be corrected by the Evaluation subcommittee, in accordance with the error correction procedure referred to above and, with the confirmation of the bidder, the said amount shall be deemed to commit him.

30.3. If the bidder who presented the bid evaluated as being the lowest bid does not accept the corrections, his bid shall be rejected and his bid bond seized.

Article 31: Conversion into a single currency

31.1. To facilitate the evaluation and comparison of bids, the Evaluation subcommittee shall convert the prices of offers expressed in various currencies into an amount in which the bid is payable in CFA francs.

31.2. The conversion shall be done using the current exchange rate by the Bank of Central African States (BEAC) under the conditions set in the Special Regulations.

Article 32: Evaluation and comparison of financial bids

32.1. Only offers considered as being in compliance, as per the provisions of Articles 28, 29 of the General Regulations, shall be evaluated and compared by the Evaluation subcommittee.

32.2. When evaluating the bids, the Evaluation Subcommittee will determine for each offer the evaluated amount of the offer 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 provisional sums and, where necessary, provisions for unforeseen contingent accounts featuring in the summary of the detailed quantities and estimates but by adding the amount of works done

F. AWARD

Article 34: Award

34.1. The Project Owner or Delegated Project Owner shall award the contract to the bidder whose offer was judged essentially in conformity with the Tender File, (who has the required technical and financial capacities to execute the contract satisfactorily) and whose offer was evaluated as the lowest by including, where necessary, proposed rebates.

24.2 If the tender covers several lots, the award shall be made in accordance with the provisions of the RPAO.

34.3-In any case, any award of a contract is materialised by a decision of the Project Owner or Delegated Project Owner and notified to the successful tenderer within a maximum period of seventy-two (72) hours from its signature.

Any public contract award decision by the Project Owner or Delegated Project Owner shall be published, with an indication of price and deadline, in the public contracts journal published by the public contracts regulatory body or in any other authorised publication, in particular in COLEPS or on any other electronic communication medium indicated by the Project Owner.

Article 35: Right of the Project Owner or Delegated Project Owner to declare an invitation to tender unsuccessful or cancel a procedure

35.1 The Project Owner or Delegated Project Owner reserves the right to cancel an invitation to tender or to declare a call for tenders unsuccessful after the advice of the competent Board, without any claims being entertained.

However, where tenders have already been opened, cancellation shall be subject to the authorisation of the Authority in charge of Public Contracts.

35.2 The Project Owner or Delegated Project Owner shall notify the decision to cancel or declare the tender unsuccessful to the Chairperson of the Tenders Board, with copy to the public contracts regulatory body.

35.3 In case of allotment, the provisions of the above paragraphs shall be applicable to each of the lots.

Article 36: Notification of the award of the contract

36.1 The award of any contract shall be materialised by a decision of the Project Owner or Delegated Project Owner and notified to the successful tenderer within a maximum period of seventy-two (72) hours from its signature.

36.2. Before the expiry of the validity of the offers set in the Special Regulations, the Project Owner or Delegated Project Owner shall notify the successful bidder by telecopy confirmed by registered mail or by any other means that his bid was retained. This letter shall indicate the amount the Project Owner will pay the administration's contracting partner to execute the works and the execution time limit.

Article 37: Publication of contract award results and petitions

37.1. The Project Owner or the Delegated Project Owner shall have five (5) working days to sign the award decision and publish the results from the date of receipt of the final award proposal from the relevant Board, unless the procedure is suspended.

37.2. Any decision to award a public contract by the Project Owner or Delegated Project Owner shall be published in the public contracts journal published by the body in charge of regulating public contracts, or in any other authorised newspaper, with indication of the amount of the successful tender's offer and the

the contract under the terms laid down in the General Administrative Conditions. In this case, the bid bond is seized by the Project Owner.

39.5. Holders of a jobbing order may be exempted from the obligation to provide the final bond.

DOCUMENT No.3

SPECIAL REGULATIONS GOVERNING THE INVITATION TO TENDER (RPAO)

Note on the Special Regulations Governing the Invitation to Tender

The aim of Document No. 3 is to help the Project Owner or Delegated Project Owner to provide specific information corresponding to the articles of the General Regulations featuring in Document No. 2. This information must be established for each contract.

The Project Owner or Delegated Project Owner must specify in the Special Regulations the information and conditions specific to its situation, to the contract award process, to applicable rules concerning the amount and currency of the bid and to the criteria that will be used to evaluate the bids. During the preparation of this document, special attention should be paid to the following aspects:

a. Information which specifies and supplements the articles of Document No. 2 must be included;

b. Clarifications and/or possible addenda to the articles of Document No. 2, determined by conditions specific to the tender under consideration must also be included.

This document must be filled by the Project Owner or Delegated Project Owner before the publication of the Tender File. The following provisions, which are specific to works subject of the call for tender, supplement or specify the provisions of the General Regulations Governing the Invitation to Tender.

The numbers of the first column refer to the corresponding article in the General Regulations Governing the Invitation to Tender (RGAO). The provisions of the General Regulations Governing the Invitation to Tender not repeated in the Special Regulations shall remain applicable.

In case of conflict, the provisions of the RPAO take precedence over those of the General Regulations Governing the Invitation to Tender.

References of the RGAO	Description of the provision of the RPAO
4.2	water supply domain.
5.1	Origin/ Source of building materials, materials, and supply of equipment and services. *No building materials, materials, equipment for use in this project shall be obtained from the following locations: [not applicable]*
6.2	In case of associated groups of enterprises, each member of the group must submit a complete administrative file, the documents " *Bank domiciliation certificate (except in the case of joint co-contracting), the purchase receipt for the TF and the bid bond*" provided for in point 13.1 of the RPAO being submitted only by the representative of the group.
6.4	Information necessary to prove that the eligibility criteria for national preference are met: *[to be inserted]*
7.3.	For the purpose of the works site visit to be organised no later than [*date to be inserted, if applicable*] after publication of the tender notice, the Project Owner's service to be contacted is the SIGAMP Service of Batibo Council: ✓ P.O Box [to be inserted] ✓ Tel: [to be inserted] ✓ Fax: [to be inserted] ✓ Email: [to *be inserted]* Each tenderer is advised to visit and inspect the works site and its surroundings and to obtain by himself, and under his own responsibility, all information that may be necessary for the preparation of the offer and the execution of the studies and works. The costs associated with the site visit shall be borne by the Tenderer.
9	Additional information may be obtained during working hours from *SIGAMP service of BATIBO Council, telephone, fax, e-mail*] or online on COLEPS platform via http://www.marchespublics.cm andhttp://www.publiccontracts.cm, or any other electronic communication means chosen by the Project Owner. Clarifications may be requested no later than [indicate number of days] days before the offers submission date. . Requests for clarification must state the full name and address of the applicant and be sent to the following address: ➢ Mayor of BATIBO Council ➢ Fax_____ P.O.Box _____E-mail : _____
C- PREPARATION OF BIDS	
12.	The language of offer is English or French _____
13.1	The tenderer should produce a three-volume offer, presented as follows: ***A-Volume I: Administrative documents*** **For bidders based in Cameroon,** the documents shall include notably: a) *The stamped declaration of intention to tender signed by the legal representative or duly appointed agent;* b) *The bid bond (following the model attached) of an amount of* ***six hundred thousand (600,000) FCFA for Lot 1, of seven hundred thousand (700,000) FCFA for lot 2 and two***

References of the RGAO	Description of the provision of the RPAO
	the tenderer as main contractor (or subcontractor) during the last five years in the domain of water supply scheme construction. *These references must be accompanied by supporting documents, in this case:* • *Copies of the first, second and last pages of the contract;* • *Final or provisional acceptance minutes or performance certificate;* • *Other supporting documents, if any, to be specified.* In the context of the award of contracts falling under the jobbing orders threshold, and when expressly provided for in the consultation file, the references of the promoter or a technical manager of a newly established national Small and Medium-sized Enterprise shall be substituted for those of the legal entity when the latter does not yet have the required number of years of experience or references. *These references must be accompanied by supporting documents, in this case:* a) *CV;* b) *Labour contracts;* c) *Various acts of promotion during the career;* **b.1.3 Personnel** • A list of key personnel qualified to carry out the work according to the model attached to the TF. ***NB: Attach a copy of the diploma and proof of experience for the proposed staff, namely:*** • certified true copy of diploma of less than three (3) months old; • certificate of registration with the national orders, if applicable; • signed and dated curriculum vitae of the expert; • signed and dated certificate of availability from the expert; • Labour certificate or contract, or site logbook justifying the experience, if applicable. ***NB: All the above documents must be true copies, signed and dated within three months of the original deadline for the submission of offers.*** ***b.1.4 Materials to be used for the execution of the work*** A list of materials to be mobilised which should include at least: **to be specified** ***NB:*** Attach copies, certified by the issuing authorities or any other authorised authority, of the vehicle registration documents for rolling stock and the purchase invoices for other equipment, if applicable, accompanied by a signed commitment to hire the equipment. **b.2 Organisation and Methodology** The tenderer shall produce a descriptive or methodological note which presents in detail the elements of his technical proposal, including: a) The organisation and scheduling that he plans to put in place to carry out the work efficiently, to which is attached the site visit report or the signed sworn certificate, if applicable; a) the timetable, schedule and delivery date of the services; b) the arrangements envisaged for the use of local labour (HIMO labour-intensive approach); c) provisions for compliance with environmental measures, where applicable; d) the work that the tenderer intends to subcontract;

References of the RGAO	Description of the provision of the RPAO
	C. Volume 3: Financial offer This envelope shall include the following documents: **c.1 The offer proper,** in original, prepared in accordance with the attached model, stamped at the current rate, signed and dated; **c.2** The duly filled **Unit Price Schedule;** **c.3.** The duly filled **detailed quantity and cost estimates;** **c.4 The sub-detail of prices and/or the breakdown of all-in prices;** To this effect, tenderers shall use the documents and models or standard forms provided for in the Tender File. *NB: The various parts of the same file shall be separated by dividers of a colour other than white, both in the original and in the copies, to facilitate evaluation.* *Specify, if applicable, whether the tenderer must attach the digital version of the financial offer [in three copies, one of which is kept by the Chairperson of the Board, one to be given to the evaluation subcommittee and the third reserved for ARMP].* In case of discrepancy between the information in the hard and digital offer, the information in the hard copy version of the offer shall be authentic.
14.3.	***Taxes and dues:*** *Prices proposed should be inclusive of all taxes.*
	The contract prices *"shall not"* be revisable.
15.1.	*In the context of this consultation, the currency(ies) of the offer is (are) defined according to local currency only of Article 15.1 of the RGAO.*
15.2.	The exchange rate for converting the tenderer's offer into local currency as well as for converting future detailed accounts into foreign currency shall be that of the BEAC three working days before the deadline for the submission of offers.
16.1.	**Validity of bids:** The period of validity of offers is 90 *days* from the deadline for the submission of offers.
17.1.	The amount(s) of the bid bond(s) per lot (if applicable) are as follows: • **three hundred and fifty thousand (340,000) FCFA;**
18.1.	Offers will be evaluated based on a minimum of _____ days and a maximum of _____ days. The evaluation method is fixed in Article 32.2(e) of the RGAO.
18.3.	Technical variants on the part(s) of the work specified below are permitted within the Technical Specifications: [*to be specified*]
19.1.	The preparatory meeting ahead of the establishment of bids will be held at the BATIBO Council Hall on the _____ at _____. *The meeting must take place at least two (2) weeks before the deadline for submission of offers, and at the same time as the works site visit, if it is provided for (Clause 7.3. of the RGAO]*

References of the RGAO	Description of the provision of the RPAO
	SUBMISSION METHOD The method of submission for this consultation is *online, offline, online and offline.*
	E. OPENING OF ENVELOPES AND EVALUATION OF OFFERS
25.1	• The offers shall be opened in a single phase on ___/___/2026 at 11:00am by the Tenders Board of the Batibo Council in the BATIBO Council conference hall. • Only tenderers may attend this opening session or be represented by a person of their choice, duly authorised, even in the case of a group of enterprises. • Under pain of rejection, the documents in the administrative file required must be produced in originals or in copies certified as true by the issuing department or competent administrative authority, in accordance with the provisions of the Special Regulations for the Call for Tenders. They must be valid at the time of submission of the offer and must be less than three (3) months old from the original deadline for the opening of offers or have been issued after the date of signature of the invitation to tender. • In case of absence or non-compliance of a document in the administrative file at the opening of bids, the tenderers concerned shall be given forty-eight (48) hours to submit or replace the said document. • The Contracts Board shall declare inadmissible and reject: • any tender produced in insufficient number or only in copies for submission in hard copy version, • any bid in black on white; • bids bearing indications as to the identity of the tenderers; • offers received after the date and time limit for submission; • offers without any indication of the identity of the tenderer; • offers that do not comply with the bidding method; • Any tender that does not comply with the indications of the TF, • The absence of a bid bond issued by a body or financial institution approved by the Minister in charge of finance to issue bonds for public contracts, or failure to comply with the model documents in the Tender File, will result in the outright rejection of the bid with no room to complain. A bid bond produced but having no connection with the consultation concerned is absent. A bid bond submitted by a tenderer during the tender opening session is inadmissible; • In the event of a restricted invitation to tender, failure to submit the seventh copy of the financial offer, in a sealed envelope marked "sample offer" to serve as a sample offer for the body responsible for regulating public contracts, shall cause the inadmissibility of the offer of the candidate concerned, as soon as the tenders have been opened by the Tenders Board. • The Tenders Board shall draw up minutes of the tender opening session, a copy of which shall be given to all the tenderers.
	[The bid-opening session must take place no later than one hour after the deadline for the receipt of bids set in the Tender File].
	Tenders shall be evaluated on the basis of the following criteria for each lot selected by the tenderer: ▪ *The **eliminatory criteria** specifying the minimum requirements to be met to be admitted to evaluation according to the essential criteria. They must not be the subject of scoring. The non-respect of these criteria shall cause the rejection of the tenderer's offer.* They are: ▪ absence of a bid bond at the bid opening session;

References of the RGAO	Description of the provision of the RPAO

	months old			
19	*CV signed and dated by the site foreman*			
20	*certificate of availability signed times by the owner*			
21	*Assistant site foreman (at least a technician in civil or Rural Engineering with at least three 03 years of experience*			
22	*Certified copy of certificate of Foreman*			
23	*Certified copy of National identity card not more than three months old*			
24	*CV signed and dated by the site foreman*			
25	*certificate of availability signed times by the owner*			
	METHODOLOGY OF INTERVENTION AND EXECUTION OF THE WORKS			
26	*Attestation of site Visit*			
27	*Site Visit report*			
28	*Detailed technical note concerning the organisation and the execution of works*			
29	*Planning of execution of works*			
30	*Respect of the duration of work*			
31	*Description of safety measures at the building site*			
32	*Description of socio - environmental measures for the protection the site*			
33	*Coherence in the execution of works*			
34	*Coherence in the organisation of the site*			
35	*CCTP dully initialled on each page and signed and dated on the last page*			
36	*Integrity Charter*			
37	*Declaration of commitment to respect social and environmental clauses*			
	PROOF OF ACCEPTANCE OF THE TERMS OF THE CONTRACT			
38	*Special Administrative Clauses*			
39	*Special Technical Clauses*			
	CAPACITY OF SELF-FINANCING			
40	*Attestation of credibility Minimum 65% of the bid price in FCFA, certified financial statements and the Annual turnovers (1)*			

- Financial capacity

Tenderers must present, in particular:

- certified financial statements or, if not required by the regulations of the Applicant's country, other financial statements acceptable to the Project Owner or Delegated Project Owner for the last three years, demonstrating the Applicant's current sound financial situation
- A certificate of financial capacity of an amount of **11,050,000CFA francs** issued by an approved bank,
- Annual turnovers, according to the balance sheet or statistical and tax returns.

NB: validation, of 2/3 subcriteria for point 40 to obtain a yes

(5) [The period specified is generally 3 years; it may be increased to a maximum of 5 years. The financial information provided by a candidate should be carefully examined in order to make an informed judgement. Any information of an abnormal nature, which could cause financial difficulties during the execution of the Contract, should prompt the chairperson of the relevant board to seek the advice of a financial expert during the evaluation of tenders].

References of the RGAO	Description of the provision of the RPAO
32.2(g)	The method for assessing the technical variants is the following: *[To be inserted, where appropriate, with reference to the provisions of the Technical Specifications].*
33.1	This tender is opened to National bidders
	F- AWARD
34.1	*The Project Owner or the Delegated Project Owner awards the contract to the bidder whose bid has been found to be substantially compliant with the Tender File and who has the technical and financial capacity to execute the contract satisfactorily and whose bid has been evaluated as the lowest bid after application of the rebates proposed, if any.*
34.2	*The combination to be applied in case of simultaneous award of several lots is as follows the Project Owner or the Delegated Project Owner shall take into account the proposed rebates and shall base himself on the combination which is the most economically advantageous for it in order to draw up the list of successful bidders per lot.*
39.2	The final bond rate is: **three hundred and forty thousand (340,000) FCFA.** Within twenty (20) days from the date of notification of the contract by the Project Owner, the contracting partner shall provide a final bond in accordance with the model attached to the Tender File. Failure to provide the said bond within the time limits and under the conditions set in Article 28 of the SAC shall expose the bidder to the penalties fixed in Article 37 of the said SAC.
40	**Ethical principles** Tenders Board chairpersons and members, bidders and other persons involved in the procedure must always observe the strict rules of professional ethics. They must refrain in particular from corruption or any other form of fraudulent schemes. By virtue of these principles, the above expressions are defined as follows: (i) Whoever offers, gives, solicits or accepts any form of benefit in order to influence the action of a public employee during the award or execution of a contract shall be guilty of "corruption". (ii) Whoever solicits or accepts several tenders issued by the same bidder under different company names and/or different registration numbers shall be guilty of "corruption". ii. Whoever deforms or distorts facts in order to influence the award or execution of a contract or a jobbing order in a manner prejudicial to the Project Owner or the Delegated Project Owner shall be indulging in "fraudulent schemes. Fraudulent schemes" include in particular any agreement or collusive manoeuvre by bidders (before or after submission of the offer) aimed at artificially maintaining offer prices at levels which do not correspond to those that would result from free and open competition, and thus depriving the Project Owner or the Delegated Project Owner of related advantages".

Note relating to the Special Administrative Clauses

The Special Administrative Clauses (SAC) express all the rights and duties of the parties to the contract. These rights and obligations must comply in all respect with the General Administrative Clauses (GAC), which already lay down the regulatory framework applicable to the execution of works contracts.

In this respect, the provisions of the SAC supplement and/or specify the information expressly provided for in the GAC on the one hand, and that required by the contract concerned on the other hand, in compliance with the laws and regulations in force in Cameroon.

Unless specifically provided for otherwise in the SAC, the provisions of the GAC remain applicable:

In any case, where the provisions contradict themselves, the provisions of the Special Administrative Clauses shall take precedence over those of the General Administrative Clauses.

The number of the article of the GAC to which reference is made in the SAC is indicated in brackets. Other articles of the GAC not featuring in the SAC remain in force in the execution of the contract.

The SAC model clauses constitute an outline of the provisions that the Project Owner or Delegated Project Owner should follow to prepare each Tender File and the draft contract.

Article 32. Price variation 104
Article 33. Price revision formulae 104
Article 34. Price updating formulae 104
Article 35. Works executed under State supervision 104
Article 36. Valuing the supplies 105
Article 37. Advances 105
Article 38. Payment of works 106
Article 39. Interest on overdue payments 108
Article 40. Penalties 108
Article 41. Payment in case of a group of enterprises and subcontracting 109
Article 42. Tax and customs regulations 109
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CHAPTER V. Miscellaneous provisions 110
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- The authority in charge of the clearance of expenditures shall be the Divisional Controller of finance-Momo;
- The official competent to furnish information within the context of execution of this jobbing order shall be the Project owner, DDMINMAP and the contract engineer.

Article 4: Language, applicable laws and regulations

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

4.2 The contractor or contract holder undertakes to observe the laws and regulations in force in the Republic of Cameroon, both within his own organisation and in the execution of the contract.
If the laws and regulations in force at the date of signature of this contract are amended after the signature of the contract, the possible direct resulting costs shall be taken into account without gain or loss for either party.

Article 5: Standards

5.1 The works under this contract shall comply with the standards laid down in the Special Technical Clauses, and where no applicable standard is mentioned, with the authoritative standard applicable in Cameroon, which standard shall be the most recently approved by the competent authority.
5.2. The contracting partner shall study, carry out and guarantee the work under this contract, taking into consideration the best practice in Cameroon for operations involving similar technology.

Article 6: Constituent documents of the contract

The constituent contractual documents of this contract are complementary and are in order of priority. The tender or commitment letter;

1. The offer of the contracting partner and its appendices in all the provisions not contrary to the Special Administrative Clauses (SAC), the Special Technical Clauses (STC), or the technical clauses of the works, where applicable;
2. The Special Administrative Clauses (SAC);
3. The Special Technical Clauses (STC);
4. The estimate or the Detailed Quantity and Estimates (DQE);
5. The Schedule of Unit Prices (BPU);
6. The sub-detail of prices (SDP);
7. The General Administrative Clauses (GAC) to which it is specifically subject;
8. The execution project/programme, etc. [Insert and indicate, where appropriate, names and references];
9. Any other useful documents (the Minutes of Negotiations, the Technical Specification, the Plans, the Management Strategies and the Environmental, Social, Health and Safety (ESHS) Implementation Plans, the ESHS Code of Conduct, the analysis of the value of the project, if applicable, the execution project/programme, etc.);
10. The integrity charter;
11. The declaration statement to comply with social and environmental clauses.

Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the region in which the work
was done;

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

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

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

CHAPTER II: EXECUTION OF WORKS

Article 9: Consistency of the services

The works to be executed under this contact shall include:

- Construction of a spring catchment intake with its collection chamber;
- Construction of a 20m^3 storage tank in reinforced concrete;
- Construction of an air release valve chamber;
- Construction of three control valve chamber;
- Construction of two washout valve chamber;
- Construction of four standpipes;
- Construction of a 3,000m piping network of assorted high density polyethylene pipes.
- Physico-Chemical and bacteriological analyses of a sampled water after construction;
- Protection of the catchment area;
- Training and putting in place of a Water Management Committee as well as training of two Caretakers;
- Supply of a complete maintenance tool box with spare parts.

Article 10: Contract execution deadline

10.1 The time limit for the execution of the works subject of this contract shall be: **four (04) Months for each lots.**

10.2 This time limit shall run from the date of notification of the Administrative Order to commence execution of the works, unless otherwise specified [*to be specified*].

10.3 *The contract has one tranche.*

Article 11: Obligations of the Project Owner or Delegated Project Owner

11.1 The Project Owner or the Delegated Project Owner is responsible for acquiring and making available the site as well as its access, possession, use and access to all other areas reasonably necessary for the proper execution of the Contract. He must provide the Co-contractor with the facilities for access to the project sites. For sites that are far from the Project Owner's head office, transportation costs for accessing them shall be borne by the Contractor.

11.2 The Project Owner or Delegated Project Owner shall obtain and at his cost, all permits,

12.5 Administrative orders for the suspension and resumption of works due to bad weather or other cases of force majeure shall be signed by the Project Owner or Delegated Project notified by the Contract Manager to the Contractor, with a copy to the Minister in charge of Public Contracts, the body in charge of regulation, the Contract Engineer and the Project Manager, if applicable.

12.6 Administrative orders prescribing the works necessary to remedy any disorders not arising from the normal use that appears in the works during the guarantee period shall be signed by the Contract Manager, on the proposal of the Engineer and notified to the Contractor by the Engineer.

12.7 The Contractor has a period of fifteen (15) days to express reservations on any administrative order received. The fact that reservations are made does not exempt the Contractor from implementing the administrative orders received.

12.8 In the event of a group of enterprises, the service orders are sent to the representative, who alone has the right to submit reservations on behalf of the group that he represents.

12.9 The contract may include conditional tranches, the execution of which is subject, for each of them, to the possible lifting of the denunciation clause and to the Contractor being notified, by administrative order, of the Project Owner's decision to continue with the execution of the said tranches. If the Contractor has not been notified of this Administrative Order within the time limit set in Article 14 of this contract, the Project Owner and the Contractor shall be released from this obligation for this conditional phase on expiry of this time limit.

12.10 The administrative order to commence service on the conditional tranche can only be issued once the previous tranche has been completed and provisionally accepted. However, if the condition suspensive to the execution of the conditional tranche is the availability of funding, the notification of the administrative order to commence service shall be issued as soon as proof of the availability of funding is established.

Article 13- Roles and responsibilities of the administration's contracting partner

13.1 The contractor shall ensure the execution of the work under the supervision of the Engineer or the Project Manager (to be specified as appropriate) and fulfil his obligations diligently, efficiently and economically, as described in the Technical Specifications or Technical Clauses, under the supervision of the Engineer and in accordance with this contract, the rules and standards in force in Cameroon and the techniques and practices generally accepted in the field of activity concerned by the contract. In particular, he is required to carry out (if necessary) the calculations, tests, and analyses, and to determine, select, purchase and supply all the tools, materials and supplies required to carry out the work. The contractor is bound to employ all useful personnel, whether specialised or not.

13.2 The contractor is responsible to the Project Owner or the Delegated Project Owner for the quality of the materials and supplies used, for their perfect adaptation to the needs of the site, for the convenient execution of the work and for the services and work carried out by the approved sub-contractors. He must comply with the regulation in force in Cameroon concerning compliance with the environment. He must execute all the work specified in the Special Technical Clauses (STC) and the texts and directives mentioned in the said document. In particular, he shall be obliged to produce a worksite plate in accordance with the regulations and to post internal company rules, taking into account environmental and social issues.

13.3 During the term of the contract, the contractor shall not engage directly or indirectly in any professional or contractual activities likely to compromise his independence in relation to the tasks he is assigned.

13.4 In the event of a conflict of interest on the part of a member of the mission team, the contractor must notify the Project Owner in writing and must replace the expert in question who is involved in the project or the contract.

Any modification, even partial, to the proposals in the technical offer will only be made after written approval by the Project Owner or the Delegated Project Owner or the Contract Manager. In the event of a modification, the contractor will have him replaced by personnel of at least equal competence (qualifications and experience) or by equipment of similar performance and in good working order.
In any event, the lists of supervisory personnel to be put in place must be submitted for the prior written approval of the Project Owner or the Engineer, as appropriate, within _____days following notification of the administrative order to commence service. After this deadline, the lists will be deemed to have been approved.
The Project Owner or the Engineer, as appropriate, shall have ..... days to notify his opinion in writing to the Contract Manager. The Project Owner reserves the right to refuse approval to a person proposed by the contractor whose qualifications are insufficient.
Any unilateral change made to the proposals for supervisory staff in the technical offer, before and during the works, is grounds for termination of the contract as referred to in Article 41 below or for the application of penalties [To be specified].
Any changes made shall be notified to the Project Owner for prior approval.

15.3 Withdrawal of personnel (if applicable)

After written approval from the Project Owner or the Delegated Project Owner, the Contract Manager may, on the proposal of the Contract Engineer or the Project Manager, as appropriate, ask the contractor, after formal notice, to withdraw a member of his staff for serious misconduct duly established or for incompetence, giving the reasons for his request, the other party shall ensure that this person leaves the Site within fifteen (15) days and that he no longer has any connection with work under the Contract. In this case, the person shall be replaced in accordance with the provisions of Article 13.2 above.

15.4 Representative of the contractor

Upon notification of the contract, the contractor designates a natural person to represent him vis-à-vis the Administration in all matters relating to the execution of the project.

The person in charge of the works must have sufficient powers to take the necessary decisions without delay to ensure the smooth running of the project.

15.5 Labour legislation

The Contracting partner shall comply with labour legislation in force in Cameroon including legislation on recruitment, health, security, social protection, Labour intensive approach (HIMO), the quota of local resources to be mobilised.

The Contractor shall provide accommodation, medical assistance, food and sanitary facilities for the personnel living in the contractor's residential area, in compliance with the requirements of the Specifications relating to the Social and Sanitary Conditions of the workforce.

In his relations with his personnel and the personnel of his subcontractors, who will be employed or involved in the performance of the Contract, the Contractor shall observe national holidays, public holidays, holidays for religious events or other customs, and all applicable local laws and regulations relating to labour law.

Except otherwise provided for in the Contract, if the Contractor deems it necessary to carry out work at night or on public holidays in order to meet the Service Levels and Contract completion deadline, and if the Contractor seeks the consent of the Project Owner or Delegated Project Owner to do so (if such consent is required), the Project Owner shall not unreasonably refuse such consent.

The Contractor shall be responsible for obtaining all necessary permits and/or visas from the relevant authorities so that all labour and personnel to be employed on the Site may enter and stay legally in Cameroon.

restoring the worksites and installation sites.

c. The contractor shall indicate in this programme the materials and methods he intends to use and the number of personnel he intends to employ.

16.2 Execution project

a. Within a maximum period of fifteen (15) days from the date of notification of the administrative order to commence works, the Contractor shall submit to the Engineer or the Project Manager, as the case may be, for approval, an execution project in [to *be specified*] copies including especially:

- the minutes specifying the tasks to be carried out;
- a record of deteriorations, if any;
- the itinerary diagram or the linear of the works to be carried out, if applicable;
- a description of the processes and methods of execution of the works envisaged, with estimates of the use of personnel, equipment and materials;
- the execution plans for the works/structures and the related calculation notes;
- supply plans;
- the graphic planning of the works;
- the list of works that the contractor will have them carried out by subcontractors, if any.

The updated and approved planning will become the contractual schedule. It should show the critical tasks. The contractor shall constantly keep up-to-date on the worksite, a works updated planning which will take into account the actual progress of the works.

In case of failure to comply with the deadlines for approval of the above documents by the Administration, they shall be deemed to be approved.

Article 17: Provision of documents and site

The Project Owner shall make the works site and its access roads available to the Contractor in due course and as and when the works progress, in accordance with the execution programme.
The reproducible copy of the plans included in the Tender File will be provided by the Contract Engineer or the Project Manager.

Article 18: Transport, insurance of structures and civil liability

18.1 Packaging for the transportation of equipment and materials

The supplier must take all necessary measures to ensure that the equipment or materials are protected by careful packaging suitable for transport by sea, air, rail or road. The supplier must make every effort to repair any damage caused during transport to the place of delivery.

18.2 Insurance

a) As soon as the contract is notified, the contractor must take out an insurance policy with one or more approved insurance companies to cover the risks associated with the execution of the services covered by 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 the Project Owner's personnel), the risk of loss or damage occurring during the execution of the work to property during supply or assembly or installations; if applicable;

20.1 The trials, if applicable, provided for under this contract include: [*to be specified*].

20.2 The necessary laboratory equipment and materials are: [*to be specified*].

20.3 The modalities for the implementation of these trials are: [*to be specified*].

The costs of these trials and controls shall be borne by the Contractor.

Article 21: Site logbook and meetings

21.1 Site logbook.

The contractor is bound to open a site logbook before the start of works. It is a single contradictory document. Its pages are numbered and initialled. No page should be removed. Parts that are crossed out or cancelled should be signalled in the margin for validation. Each day, the following information must be entered inside:

- the administrative operations relating to the execution and payment of the contract (notification, results of trials, job cost sheets);
- atmospheric conditions;
- reception of building materials and all types of approvals;
- incidents or details of all types which are of interest from the point of view of the future carriage structures or the actual duration of the works;
- Etc.

The contractor may enter incidents or observations likely to give rise to claims on his part.

This logbook shall be jointly signed by the Project Manager and the contractor's representative during each visit of the site.

For any possible claim by the contractor, he may not refer to other documents of the contract than the events or documents mentioned at the appropriate time in the site logbook.

21.2 Site meetings

In addition to regular site meetings at the behest of the Project Manager, periodic meetings shall hold in the presence of the Contract Manager and the Contract Engineer or their representative.

Site meetings shall be marked by minutes and signed by all participants.

Article 22: Use of explosives

[Specify possible restrictions or prohibitions].

CHAPTER III: ACCEPTANCE

Article 23- Documents to be provided prior to technical acceptance

At least ten (10) days before the provisional acceptance of the subsequent contract, the contractor must provide the Project Owner or the Delegated Project Owner with the following documents:

1. Copy of the invoice or detailed account describing the work, indicating its quantities, price and total amount;
2. Notification of acceptance;
3. Copy of the final bond;
4. Copy of insurance, if applicable;

- The Contract Manager or his representative;
- The Project Manager;
- The Project Owner's stores-accountant in accordance with the circular implementing the finance law for the year 2026.
- the representative of beneficiaries;

- **Observer:** The MINMAP representative;
- **Guest:** The Contractor;

The members of the Acceptance Committee are convened at least ten (10) days before the date of acceptance. The Contractor or the Service Provider is invited to the acceptance exercise by post at least ten (10) days before the date of the acceptance exercise. He must attend (or be represented). The absence of the Contractor or Service Provider is equivalent to acceptance without reservations of the conclusions of the Acceptance Committee.

24.4. Partial acceptances.

The contractor may, if the nature of the services so requires or in cases of force majeure, request partial acceptance. In this case, the committee responsible for partial acceptance shall be the same as that responsible for provisional acceptance. A report of partial acceptance shall be drawn up and signed by all the parties [Indicate if partial acceptance is planned].

24.5. Start of the guarantee period. The guarantee period is twelve (12) months as from the date of the provisional acceptance

24.6 Taking possession of the works

Any possession taking of the structures must be preceded by a partial or provisional acceptance. However, if there is urgency, taking possession may occur before acceptance, subject to the establishment of a joint statement on the situation.

24.7- Rejection

When the Committee deems that the work has such reservations that it does not seem possible to pronounce either partial acceptance or acceptance with a reduction, the Contract Manager shall notify a reasoned rejection decision.

The Contractor has fifteen (15) days to submit his observations; after this period, he is deemed to have accepted the decision of the Contract Manager. If the Contractor submits observations, the Contract Manager then has fifteen (15) days to notify a new decision, after receiving the opinion of the Acceptance Committee, if applicable; failing such notification, the Contract Manager is deemed to have accepted the observations of the Contractor.

In the event of rejection, the Contractor is obliged to reimburse the advances and down payments already received.

Article 25- Documents to be provided after execution

25.1 The Contractor shall submit to the Contract Engineer within the thirty days following the date of the provisional acceptance of all the works, the as-built plan. The contractor shall update all the modifications on the contractual plans. At the end of the works he shall then reproduce the modified, updated and validated drawings and submit them to the contract engineer, the contracting authority and the project owner.

25.2 The non-submission shall attract a penalty of 20% from the retention guarantee.

Article 30- Place and method of payment

Any payment relating to a public contract shall be made by transfer to an account held in a first-rate Cameroon credit institution approved by the Minister of Finance, in accordance with regulations in force, or by documentary credit.

The Project Owner shall pay the sums due by bank transfer in the name of the contractor in the following manner: *[The bank domiciliation must be the same as that of the final bond].*

a) For payments in CFA francs, either (net amount to be paid in figures and words), by credit to account No. _____ opened in the name of the contractor at the _____ bank

b) For payments in currencies (if applicable) either (net amount to be mandated in figures and words), by crediting account No. _____ opened in the name of the contractor at the _____bank.

Article 31- Guarantees and bonds

The contractor must provide guarantees from financial institutions approved by the Minister in charge of Finance or that have local correspondents approved by the said Minister.

The guarantees described below in favour of the Project Owner or Delegated Project Owner shall be required within the deadlines, for the amount and according to and under the model indicated below:

31.1 Final Bond

a) It shall be constituted by the contract holder and sent to the Contract Manager within a maximum of twenty (20) calendar days from the date of notification of the contract and, in any case, before the first payment.
b) The amount is set at: **three hundred and forty thousand (340,000) FCFA.**
c) The guarantee shall be expressed in the currency(ies) of the Contract, or in a freely convertible currency satisfactory to the Project Owner or Delegated Project Owner, and shall follow one of the models provided in the Tender File, as specified by the Project Owner or Delegated Project Owner in the SAC, or any other document satisfactory to the Project Owner or Delegated Project Owner.
d) The substitution methods of the security are provided for in Article 140 of the Public Contracts Code.
e) The final bond will be returned consecutively by the Project Owner or the Delegated Project Owner within a period of one month following the date of provisional acceptance of the works, following a release order issued by the Project Owner or the Delegated Project Owner at the request of the contractor.
f) Small- and medium-size enterprises with national share capital and managed by nationals, as well as civil society organizations may, in lieu of security, provide a certified cheque, bank cheque, a legal mortgage or a bond issued by a banking institution or financial body authorized in accordance with the instruments in force

31.2 Start-up advance bond

The contractor may, upon simple request addressed to the project owner and without any justification, and after providing the guarantees required in the Public Contracts Code, obtain a so-called "start-off" advance or advance "for purchase of building materials".

This advance whose amount shall not exceed twenty percent (20%), all taxes inclusive, of the initial contract price shall be guaranteed at one hundred percent (100%) by a banking establishment governed by Cameroon law or a first-rate financial institution authorized according to the instruments in force.

It shall be reimbursed by deductions done on the payments on account made to the contract holder during the execution of the contract and in accordance with the terms and conditions laid down in the said contract.

The advance must be completely reimbursed not later than when the value of the basic price of the goods and services rendered shall have reached eighty percent (80%) of the price of the contract.

spent on supplies and equipment, increased under the conditions laid down in the specific instrument of the Authority in charge of Public Contracts defining the conditions for executing works under State supervision to cover overheads, taxes, duties and profits.

Article 36 : Valuing the supplies

36.1 Payments on account for supplies may be made in respect of expenditure incurred for the execution of works, supplies or services subject of a contract.

The terms for the payment of these advances are laid down in the Public Contracts Code.

36.2 A deposit is not required for payments on accounts for supplies.

36.3 In any case, the administration's contracting partner shall be responsible for the safekeeping of the materials which have given rise to an advance for supplies up to the acceptance of works.

If need be, 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 contract engineer.

Article 37- Advances

37.1 The Project Owner or Delegated Project Owner may grant a start-off advance. This advance whose amount shall not exceed twenty percent (20%), all taxes inclusive, of the initial contract price shall be guaranteed at one hundred percent (100%) by a banking establishment governed by Cameroon law or a first-rate financial institution authorized according to the instruments in force.

37.2 The start-up advance can be obtained by the administration's contracting partner on simple request addressed to the Project Owner or the Delegated Project Owner without justification. This advance starts to be reimbursed by deducting 20% from each payment on account once the total amount of work reaches 40% of the contract amount. The payment on account for the start-up advance shall take place after the deposits due have been put in place, in accordance with the provisions of the Public Contracts Code.

37.3 The total advance must be completely reimbursed not later than when the value of the basic price of the services executed shall have reached eighty per cent (80%) of the contract price.

37.4 As the advances are reimbursed, the Project Owner or the Delegated Project Owner shall release the corresponding part of the guarantee, at the express request of the administration's contracting partner.

37.5. The administration's contracting partner shall use the start-up advance exclusively for the purchase of materials, equipment, materials and mobilisation expenses specially required for the execution of the Contract specified in his application.

Article 38- Payment of works

38.1 Ascertainment of works executed

Before the end of each month, the administration's contracting partner and the Engineer shall jointly establish a job cost sheet summarising and fixing the quantities realised and recorded for each item in the list during the month and that may give entitlement to payment.

38.2 Provisional detailed accounts

Provisional detailed accounts must be prepared in seven copies at a frequency of one (1) month.

At the end of the guarantee period, which gives rise to the final acceptance of the works, the Contract Manager shall prepare the general and final detailed account of the contract and has it signed jointly by the contractor and the Project Owner or Delegated Project Owner. This detailed account includes:

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

The signing of the general and final detailed account without reservation by the contractor binds the parties completely and puts an end to the contract, and releases the Project Owner and the Delegated Project Owner from any obligations, except as regards interests on overdue payments.

35.8.2 The contractor then has one (01) month from the date of this notification to return this general detailed account, with or without reservations, to make known the reasons for his refusal to sign the general detailed account.

The transmission of the general and final detailed account to the paying body for payment is subject to MINMAP prior endorsement. For this purpose, a copy of the corresponding job cost sheet and all the provisional detailed accounts must be sent to him beforehand or handed to his representative on the site, as appropriate.

The deadlines and conditions for signing and handling disagreements are the same as for the final detailed account.

Article 39- Interests on overdue payments

The possible interests on overdue payments shall be paid by statement of sums due and calculated in accordance with the provisions of Article 166 and 167 of Decree No.2018/366 of 20 June 2018 to institute the Public Contracts Code and using the formula below:

L = M x (n/360) x (1) where:

M = Amount, inclusive of taxes, owed to the holder;

N = Number of calendar days of delay;

i = BEAC corporate lending rates increased by one (1) point or discount rate applied by the Bank issuing the currency involved, increased by at most one (1) point, as the case may be.

Article 40- Penalties

A. <u>Penalties for delay</u>

40.1 In case of overrun of the contractual deadline attributable to the contract holder, he shall be liable to a delay penalty, the amount of which shall be fixed as follows:

a. One two thousandths ($1/2000^{th}$) of the initial contract price, all taxes inclusive per calendar day overrun from the first to the thirtieth day beyond the contractual time limit set by the contract;

b. One thousandth ($1/1000^{th}$) of the initial contract price, all taxes inclusive of tax per calendar day overrun beyond the thirtieth day.

40.2 For conditional tranche contracts, the deadlines and amounts to be taken into account are those of the tranche considered.

B. <u>Specific penalties [amount and method of calculation to be specified]</u>.

40.3 Irrespective of penalties for contractual time limit overrun, the Contractor shall be liable to the following specific penalties for non-compliance with the provisions of the contract, notably:

Article 43- Stamp duty and registration of contracts

Seven (7) original copies of the contract shall be stamped and registered by and at the cost of the administration's contracting partner, in accordance with the regulations in force.

CHAPTER V: MISCELLANEOUS PROVISIONS

Article 44- Termination of the contract

44.1 The contract shall be automatically terminated in any of the following cases:

a) death of the contract holder. In this case, the Project Owner or Delegated Project Owner may, if necessary, authorise that the proposals submitted by the rightful claimants be accepted for the continuation of the services;
b) bankruptcy of the contract holder. In this case, the Project Owner may accept, if appropriate, the proposals that may be submitted by the creditors for the continuation of the services;
c) judicial liquidation, if the Administration's contracting partner is not authorised by the court to continue running his enterprise;
d) in case of subcontracting, co-contracting or subsidiary orders without the prior authorisation of the Project Owner or Delegated Project Owner;
e) Default by the Administration's Contracting Partner duly established and notified by the Project Owner or the Delegated Project Owner by administrative order serving as formal notice after evaluation and the default established;
f) Failure to comply with labour laws and regulations;
g) significant price variation under the conditions laid down in the General Administrative Clauses, following the modification of the economic conditions or the initial quantities of the contract;
h) Fraudulent schemes and corruption duly established.

44.2 The contract may also be terminated under the conditions stipulated in GAC, notably in the event of:

- Delay in the execution of works resulting in penalties beyond 10% of the amount of works;
- Adjournment or prolonged stoppage decided by the Project Owner or the Delegated Project Owner;
- Persistent non-payment of services;
- Refusal to repair poorly executed works;

Article 44.3 The contract may equally be terminated under the conditions stipulated in the GAC, notably in one of the following cases:

- In case of force majeure and after obtaining the opinion of the Authority in charge of Public Contracts in the absence of Administration's Contracting Partner responsibility without prejudice to damages the latter may claim;
- Persistent non-payment of the services;
- Reason of general interest.

Article 45- Case of force majeure

The contract holder shall not be held responsible for delays caused by a case of force majeure. In such a case, the contract holder shall inform the Project Owner or Delegated Project Owner in writing, within [Specify the number of days] of the existence of the force majeure and give the estimation of the resulting delays. Each time a case of force majeure will cause a delay, the contract holder shall be entitled to the extension of deadlines, if the Project Owner deems it is real.

Under this contract, "force majeure" refers to [Specify the GAC provisions and some special situations, as the case may be].

DOCUMENT No. 5
SPECIAL TECHNICAL CLAUSES (STC)

INTRODUCTION.

This specification aims to define the mode of execution of work to be done following the norms and approved standards, according to the documents of the Contract.
The choice of technological options for achieving the proposed work has the sole concern to ensure a better functionality of facilities in compliance with safety rules for the protection of property and persons. It has been established as a guide to clarify and supplement the guidance of the estimate and drawings notwithstanding the terms of the Contract.

B-MODE OF EXECUTION OF WORK

SPECIAL TECHNICAL CONDITIONS (STC)

CHAPTER I – GENERAL INFORMATION

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 of 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.

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°. D1785 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 : ± 1 mm

Length of pipe : ± 1% --------- ± 6cm

Socket length : ± 0.6 mm

10.1 Control tests for pipes

a) Length

the tolerance for pipe lengths shall be ± 1% (± 6cm) for every 100 pipes, if the number of pipes not respecting this tolerance is less than 3 i.e 3%, then the whole lot 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 ± 0.3mm for pipes of external diameters between 25mm and 50mm, and ± 0.4mm 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.

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^3 of sand with the biggest sand grain being4mm. 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

INVENTORY SHEET FOR WATER POINT

Identification of Inspector:

Name		Date of Collection	
Surname			
Address			

Structure Code: |_|_|_|_|_|_|_|_|_|_|_|_|_|_|

If AEP code |_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|

PROJECT FINANCING

Poject owner: |_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|

Funder: |_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|

Construction Year: |_|_|_|_| |Construction Year |_|_|_|_|

Entreprise name: |_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|

Entreprise for rehab. : |_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|

GEOGRAPHICAL LOCATION

*Region: |_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|

0 : Others
1 : Wells
2 : Borehole
3 : Tower AEP
4 : Standpipe
5 : Source

CHARACTERISTICS OF WATER POINT

TYPE OF WATER POINT: ☐

Other Information .... ☐ .NATURE WATER POINT

NATURE OF WATER POINT:

0 : Others
1 : Modern well
2 : Equipped well(PMH)
3 : Equipped borehole
PMH 4 : AEPG
5 : AEPP
6 : AEP Mixte
7 : Source
8 : Source Rehab

Other Information .....

STATE OF STRUCTURE : ☐

1 : Fonctional
2 : Partially functional 3 : Non fonctional

Observation: .....

NATURE OF BREAKDOWN ☐

1 : no fuel for the pump
2 : pump damaged
3 : broken tab
4 : broken pipes
5 : no spare parts
6 : other information : .....

EQUIPEMENT

GRAVITY: ☐

0 : Others
1 : Generator
2 : submerge Pump or surface (solar)
3 : submerge Pump or surface (wind)
4
3 other information

PMH

Pump mark : ☐

0 : Other
1 : Vergnet
2 : Indian mark II
ou III 3 : Rope
4 other information.....

MANAGEMENT OF HYDRAULIC STRUCTURE /WATER POINT

FUNDING MODE : ☐

0 : others
1 : Comitee water point
2 : Private management
3 : Council 4 : None

Other information :.....

FUNDING : ☐

0 : others
1 : Payable (flat-rate/family)
2 : Volumetric
3 : none payable

Other information:.....

Pollutant indicators Parameter

- ☐ Ammonium
- ☐ Nitrogen kjeldahl
- ☐ Total Nitrogen
- ☐ Nitrates

Toxic Parameters

- ☐ Arsenic
- ☐ Nickel
- ☐ Cyanides
- ☐ Lead
- ☐ Chromium

PHYSICAL CHARACTERISTICS:

Water height:	||°||'|| (m)	Drawndown :	|||||,|| (m)
Static level:	|||||,|| (m)	Exploitation flowrate:	|||,|| (m^3/h)
Top strainer level:	|||||,|| (m)	Specific flowrate :	|||,|| ($m^3/h/m$)
Diametre:	|||||,|| (mm)	Network length :	|||||,|| (m)
Depth:	|||||,|| (m)	Nomber of subscibers:	|||||
Storage capacity:	|||||,|| (m3 /l)	Nomber standtaps:	|||||
Storage Coefficient:	|||||,|| (m)	Piping distribution:	|||||
Piping distance:	|||||,|| (m)	Nomber standtaps:	|||||

ENVIRONNEMENT

Less than 35 m:

- Non public sanitation available: ☐ yes ☐ no

Less than 50 m:

- . Available drainage network: ☐ yes ☐ no
- . Residence: ☐ yes ☐ no
- . Livestock: ☐ yes ☐ no
- If yes, Nature livestock: .....
- . spreading plan: ☐ yes ☐ no
- . industrial activity, waste, etc ...

Less than 500 m:

- Proximity water source available ☐ yes ☐ no
- If yes, indicate the name:.....
- presence of wet zone or swamp ☐ yes ☐ no
- If yes, indicate the council area: .....

DOCUMENT No. 6

UNIT PRICE SCHEDULE FRAMEWORK

DOCUMENT No. 7

DETAILED QUANTITY AND COST ESTIMATE SCHEDULE

BILL OF QUANTITIES FOR THE CONSTRUCTION OF THE TOGHODONG WATER SUPPLY SCHEME

N0	WORK DESCRIPTION	UNIT	QTY	U.P (FCFA)	T.P (FCFA)
100	**PREPARATORY WORKS**				
101	Site installation (Installation of project signboard, acquisition of worksite office, store and lodging places for personnel, general site cleaning and implantation, demolition of temporary structures).	LS	1		
102	Preparation of working documents (before and after construction)	LS	1		
Sub Total 100					
200	**CONSTRUCTION WORKS**				
201	Construction of the spring catchment intake with a $1m^3$ reinforced concrete collection chamber	LS	1		
202	Construction of a storage tank of $20m^3$ in reinforced concrete with internal control room equipped with a metallic door, float valve 2½", plumbing accessories (float valve 2½", PE valves dia. 63mm and 36mm, HDPE100 and GI elbows, adaptor, tees, strainer 3" etc.) as well as purchase and installation of a 2.1m height metallic ladder for access in and out of the storage tank	U	1		
203	Construction of washout valve chamber (80x80x100cm) in reinforced concrete with installation of all accessories	U	2		
204	Construction of control valve chamber (80x80x100cm) in reinforced concrete with installation of all accessories	U	3		
205	Construction of air release valve chamber (80x80x100cm) in reinforced concrete with installation of all accessories	U	1		
206	Construction of a standpipe with soak-away pit	U	4		
207	Construction of a set of two reinforced concrete pillar 0.3x0.2x2.5m for stream crossing	set	1		
208	Supply and installation of plumbing accessories	LS	1		
SUB TOTAL 200					
300	**CONSTRUCTION OF A NEW PIPELINE**				
301	Pipeline excavation and backfilling	LM	3,000		
302	Supply and laying of HDPE100 pipes Ø63 NP10	LM	400		
303	Supply and laying of HDPE100 pipes Ø50 NP10	LM	650		
304	Supply and laying of HDPE100 pipes Ø40 NP10	LM	1,300		
305	Supply and laying of HDPE100 pipes Ø32 NP10	LM	350		
306	Supply and laying of HDPE100 pipes Ø25 NP12.5	LM	300		
307	Supply and laying of GI pipe 2" for stream crossing	LM	12		
308	Production and implantation of pipeline indicators in reinforced concrete every 50m.	U	0		
309	Supply and installation of plumbing accessories	LS	1		
SUB TOTAL 300					
400	**ENVIRONMENTAL MITIGATION MEASURES**				
401	Water quality test after construction. These include physico-chemical and bacteriological analyses of the sampled water	U	1		
402	Cleaning and disinfection with chlorine of the tank and pipeline	LS	1		
403	Protection of the catchment area by: - the demarcation of its zone of influence through the erection of a fence made of barbed wire mounred on 2.5m GI pipes implanted in mass concrete;- the erection of a	U	1		

FRAMEWORK OF SUB-DETAIL OF PRICES

Model sub-detail of prices

Schedule of sub-detail of prices				
	DESCRIPTION	*Backfill of excavations*		
Price No.	**Daily output**	**Total quantity**	**Unit**	**Duration of activity (days)**
1.5			m^3	1.0
	CATEGORY	**Daily wage**	**days invoiced**	**Amount**
MANPOWER				
			TOTAL A	
	TYPE:	**Daily wage**	**days invoiced**	**Amount**
EQUIPMENT AND MACHINES				
			TOTAL B	
	TYPE:	**Unit price**	**Consumption**	**Amount**
MATERIALS				
			TOTAL C	
D	**TOTAL DIRECT COSTS**		**A+B+C**	
E	Site overheads (X%*D)			
F	Head Office overheads (Y%*D)			
G	Actual cost		D+E+F	
H	Risk + Benefit (Z%*G)			
I	TOTAL SALES PRICE TAX EXCLUSIVE		G+H	
J	UNIT SALES PRICE TAX EXCLUSIVE		I/Qty	

RÉPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

MINISTERE DE LA DECENTRALISATION ET DU DEVELOPMENT LOCAL

RÉGION DU NORD OUEST

DÉPARTEMENTALE DE MOMO

COMMUNE DE BATIBO

REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

NORTH WEST REGION

MOMO DIVISION

BATIBO COUNCIL

JOBBING ORDER N°_____ JO/WC/ 2026 OF 2026

Awarded after OPEN NATIONAL INVITATION TO TENDER N° ___/ONIT/BATIBOCOUNCIL/BCITB/ 2026 OF __/__/2026 for the construction of the Toghodong water supply scheme in the Batibo Subdivision, Momo Division of the North-West Region.

Lot....

HOLDER:

P.O. Box_____, Tel:_____Fax: _____

Business Registry N°._____at
Taxpayer's No._____

SUBJECT: *Execution of _____works;*

PLACE :_____

EXECUTION DEADLINE: _____(04_____) months

AMOUNT IN CFA F:

IAT	
EVAT	
VAT (19.25%)	
AIR (Income tax) (2.2%)	
Net to be paid	

FINANCING: MINEE - PUBLIC INVESTMENT BUDGET – 2026

BUDGET HEAD: _____

SUBSCRIBED ON: _____
SIGNED ON: _____
NOTIFIED ON: _____
REGISTERED ON: _____

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

DOCUMENT No. 10

MODEL OF FORMS TO BE USED BY BIDDERS

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Appendix No. 15. Model of site visit sworn statement .....
159

Appendix No. 2: Tender model

I, the undersigned ..... [*indicate the name and the capacity of the signatory]* representing the....,enterprise or group of enterprises (8)..... with Head office at.....registered in the Trade Register of ..... under No. .....

Having taken cognisance of all the documents contained or mentioned in the Tender File N°___/ONIT/BATIBOCOUNCIL/BCITB/2026 of ___/___/2026 for the construction of the Toghodong water supply scheme in Batibo subdivision, Momo Division of the North-West Region, lot .....

- Submit and commit myself to deliver the supplies or execute the services in accordance with the Tender File, in return for the prices that I have established myself based on the price and quantity schedules, which prices give the amount of the offer for lot No. ..... at
- .....[*in figures and words*] CFA francs exclusive of VAT, and at ..... CFA francs all taxes inclusive. [*in figures and words*]
- I undertake to execute the services within a deadline of..... months
- I further pledge to maintain my offer within the period of..... days *[indicate the validity period, in principle 90 days]* as from the deadline for the submission of offers.
- I entirely adhere to the integrity charter and the commitment statement to comply with environmental and social clauses attached to this TF.

The rebates offered and the application modalities of the said rebates are as follows:

.....

.....

.....

.....

The Project Owner or the Delegated Project Owner will pay the sums owed under this contract by crediting account number No. ..... opened in the name of .....in..... Bank ..... Branch .....

Prior to the signing of the contract, this bid accepted by you shall constitute a commitment between us.

Done in.....

on.....

Signature of.....

In the capacity of.....duly authorised to sign bids for and on behalf of (9) .....

(8) *Delete the unnecessary indication*

(9) *Attach power of attorney*

Appendix No. 4: Final bond model

Financial body:
Bond reference: No. .....

Addressed to *Mayor BATIBO Council, ...(address) Cameroon, hereinafter referred to as "the Project Owner"*

Whereas .... *[name and address of Supplier or service provider]*, hereinafter referred to as "the Supplier *or service provider*", committed himself, in execution of the contract referred to as "the Contract ", to be executed for the construction of the Toghodong water supply scheme in Batibo subdivision, Momo Division of the North-West Region.

Whereas it is stipulated in the contract that the Supplier shall entrust to the Project Owner or the Delegated Project Owner a final bond, of an amount equal to [*indicate the percentage included between 2 and 5 %*] of the amount of the tranche of the corresponding contract, as guarantee of execution of his obligations of proper execution in accordance with the terms of the contract,

Whereas we have agreed to give the Supplier this guarantee,

We,.....*[name and address of the bank]*, represented by ..... *[names of signatories]*, hereinafter referred to as "the financial body", we commit ourselves to pay to the Project Owner or the Delegated Project Owner, within a maximum deadline of eight (8) weeks, upon simple written request of the latter declaring that the Supplier or service provider has not satisfied his contractual commitments within the meaning of the contract, without being able to differ the payment nor raise any contests for whatever reason, any sum up to the sum of ..... *[in figures and in words]* .

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

This final bond shall enter into force as soon as it is signed and upon notification of the contract. The bond shall be released within a deadline of (*indicate the deadline*) from the date of the provisional acceptance of the supplies.

Beyond the deadline referred to above, the bond shall be baseless and should be automatically returned to us without any form of procedure.

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

This final bond shall, for the purpose of its interpretation and execution be subject to Cameroon Law. Cameroon courts shall be the sole jurisdictions competent to rule on this commitment and its consequences.

Signed and authenticated by the financial body

at.....*,on* .....

[Bank's signature]

Appendix No. 6: Model of performance bond in replacement of the retention bond

Financial body: .....

Bond reference: No. .....

Addressed to *[Indicate the Project Owner or the Delegated Project Owner]*

[Address of the Project Owner or the Delegated Project Owner]

Hereinafter referred to as "the Project Owner or the Delegated Project Owner"

Whereas .....name and *address of the supplier or service provider]*, hereinafter referred to as "the Supplier", commits himself, in execution of the Contract, to deliver the supplies of [*indicate the subject of the services*]

Whereas it is stipulated in the contract that the retention bond set at *[percentage below 10% to be specified]* of the amount of the contract all taxes inclusive may be replaced by a several guarantee,

Whereas we have agreed to provide the Supplier with this surety,

We, ... *address of the financial body]*, represented by .....*names of the signatories]*, and hereinafter referred to as "financial body"

Hence, we hereby affirm that on behalf of the Supplier or Service Provider, we guarantee and are responsible to the Project Owner or the Delegated Project Owner for a maximum amount of ..... *[in figures and in words]*, corresponding to *10%* of the contract price(10)

And we commit ourselves to pay the Project Owner or the Delegated Project Owner within a maximum deadline of eight (8) weeks upon his simple written request declaring that the supplier did not fulfil his contractual obligations or is indebted to the Project Owner or the Delegated Project Owner within the contract amended if applicable by its amendments, without being able to differ 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 works featuring in the final detailed account), without the Project Owner or the Delegated Project Owner prove or give the reasons nor the reason for his request of the amount of the sum indicated above.

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

This surety 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 order issued by the Project Owner or the Delegated Project Owner.

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

This guarantee shall, for purposes of 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 financial body

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

.[signature of the financial body

(10) *Case where the surety is established once works start and covers the total guarantee, that is 10% of the contract.*

Appendix No. 8: Planning schedule model

ACTIVITIES SCHEDULE (WORK PROGRAMME)

A. Specify the nature of the activity

	[Months or weeks from the start of the mission]												

B. Completion and submission of reports

Reports	Date
1. Initial report	
2. Progress reports a. First progress report b. Second report	
3. Final report draft	
4. Final report	

1. Key technical/management personnel

Name	Proposed function	Minimum qualification	Years of General experience	Years of specific experience In terms of similar projects executed	Position or function occupied for each project

2. Support staff (head office and local)

Name	Specialisation	Position	Year of experience	Duties

APPENDIX No.10: MODEL OF SHEET FOR SERVICES LIKELY TO BE SUB-CONTRACTED / ORDERED

No.	Description of the Supplies	Quantity (Number of units)
	[Insert the description of the Supplies]	*[insert the quantity of items to be supplied]*

Service No.	Description of service	Unit of measurement
[insert the number of Service]	*[insert the description of service]*	*[unit of measurement]*

APPENDIX No.11: CURRICULUM VITAE (CV) MODEL FOR

- Attestation of availability

.....

.....

Work experience:

[In about two pages, list the jobs executed by the employee since the end of studies by inversed chronological order, beginning by the present position. For each, indicate the dates, name of employer, title of the position occupied and the place of work. For the last ten years, specify in addition, the type of activity carried out, and, if applicable, the name of customers likely to provide references.]

.....

.....

Computer knowledge:

[Indicate knowledge level]

.....

.....

Languages:

[Indicate, for each, knowledge level: poor/average/ good/excellent, with regard to the language read/written/ spoken.]

.....

.....

Attestation:

I, the undersigned, faithfully certify that the information below clearly give account of my situation, qualifications and experience.

.....

..... Date : .....

[Signature of the employee and of the consultant's authorised representative]

Day/month/year

Name of employee: .....

.....

Name of the authosised representative: .....

.....

APPENDIX No.13. DESCRIPTION OF THE PROPOSED METHODOLOGY AND WORK PLAN FOR ACCOMPLISHING THE MISSION

The technical design, the methodology and the work plan are key elements of the technical proposal. It is suggested to present the technical proposal (10 pages maximum, including tables and diagrams) divided into three chapters:

a) *Technical design and methodology,*

b) *Work plan, and*

c) *Organisation and personnel*

a) *Technical design and methodology. In this chapter, it suggest that you should explain how you envisage the objectives of the mission, the design of the services, the methodology to carry out the activities and to obtain the results expected and the related detail. You should highlight the problems to be solved and their importance and explain the technical design you will adopt to this effect. In addition, you should explain the methodology you intend to adopt and its compatibility with the design proposed.*

b) *Work plan. In this chapter, you should propose the main activities that the mission includes, their nature and duration, spreading out and interrelations, the markers (including intermediary approvals of the contracting authority) and the dates for the presentation of reports. The work plan proposed should be compatible with the technical design and the methodology, show that the Terms of Reference were understood and can be materialised into a practical work plan. A list of final documents, including reports, sketches and tables that constitute the final product should be included in this chapter. The personnel schedule (4G) should be compatible with the work programme (4H)*

c) *Organisation and personnel, In this chapter, you should propose a structure and the composition of your team. You shall give the list of the main disciplines represented, the name of the official expert and a list of the proposed key and support staff.*

APPENDIX No.15: MODEL OF SITE VISIT SWORN STATEMENT

I, the undersigned Mr._____

Representative of _____Enterprise

Acknowledge that I visited this day_____ of the month of _____of the year _____

Accompanied by Mr._____

Acting in the name and on behalf of the User, the site of the Project

_____

_____

_____

For which my enterprise intends to bid.

Having been to the site, the following observations were recorded:

.....

.....

.....

.....

.....

.....

N.B: The service provider shall submit for each project site a statement of site visit.

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

The bidder

(Name, first name, signature and stamp)

INTEGRITY CHARTER

TITLE OF THE INVITATION TO TENDER: _____

[to be specified when preparing the TF]

THE "BIDDER" undertakes to respect the terms of this integrity charter

TO

THE "PROJECT OWNER"

1 We acknowledge and testify that we are not, and that none of our group members and subcontractors are, in any of the following cases:

1.1) be in a state of or have been the subject of bankruptcy, liquidation, judicial settlement, cessation of activity or any similar situation resulting from a procedure of the same nature;

1.2) be included in the lists of financial sanctions adopted by the United Nations and any other Technical and Financial Partner, in connection with the award or execution of a contract;

1.3) having produced false information or provided forged documents required in the context of this consultation.

2 We testify that we are not, and that none of the members of our consortium and our subcontractors are, in any of the following conflict of interest situations:

2.1) Shareholder controlling the Project Owner or subsidiary controlled by the Project Owner, unless the resulting dispute has been brought to the attention of the Authority in charge of public contracts and resolved to his satisfaction;

2.2) have a business or family relationship with a member of the Project Owner's services involved in the contract award process or in the control of the resulting contract, unless the resulting conflict has been brought to the attention of the Authority in charge of public contracts and resolved to his satisfaction;

2.3) control or be controlled by another bidder, be under the control of the same company as another bidder, receive from another bidder or award to another bidder directly or indirectly any subsidies, have the same legal representative as another bidder, have direct or indirect contacts with another bidder that enable us to have and give

that he or she may perform or refrain from performing any act in the exercise of his or her official functions.

5.4) We have not promised, offered or granted, and will not promise, offer or grant, directly or indirectly, to any person who manages a private sector entity or works for such entity, in any capacity, an undue advantage of any kind, for himself or herself or for another person or entity, in order that he or she may perform or refrain from performing any act in violation of his or her legal contractual or professional obligations.

5.5) We have not promised or given, and will not promise, to the Project Owner, his staff, the Chairpersons or the Actors in charge of the control of the execution of the contract that may result from the consultation, any undue advantage of any kind that might influence their objectivity.

5.6) We have not promised, offered or granted, and will not promise, to the Project Owner, his staff, or the Chairpersons and members of Tenders and Control Boards and bid evaluation sub-Committees, any undue advantage of any kind that might influence the contract award process.

5.7) We shall refrain from, and we promise to refrain from, any collusive and anti-competitive action or practice the object or effect of which is to prevent, restrict or distort competition, including by tending to maintain bid prices artificially at levels not corresponding to those which would result from competition, or to restrict access to the Contract or the free exercise of competition by other enterprises.

6 Ourselves, the members of our group and our subcontractors authorise the Project Owner and the Tenders and Control Boards to examine the documents and accounting documents relating to the award and execution of the Contract and to submit them for verification by ARMP or any other State control body.

7 If we fail to comply with the rules governing this charter, we acknowledge that we are liable to the sanctions provided for by the laws and regulations in force.

Name: _____

Signature:

Duly authorised to sign the offer for and on behalf of: _____

Dated _____

TITLE OF THE INVITATION TO TENDER: _____

[to be specified when preparing the TF]

THE "BIDDER" undertakes to comply with the terms of this Environmental and Social Commitment Statement

TO

THE "PROJECT OWNER"

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

1) We undertake to respect and ensure that the members of our group and all of our subcontractors comply with the social standards applicable in Cameroon including ratified international conventions notably: (i) the respect of the minimum salary provided for by the Labour Code and various collective conventions, (ii) forbidding the recruitment of children of less than 14 years, (iii) respect the nature of works respectively prohibited to women and pregnant women , (iv)respect the compulsory weekly rest, (v) respect holidays entitlement, (vi) respect the working conditions in the night, (vii) hygiene and safety conditions at the working place, (viii) compulsory wearing of individual safety equipment.
2) In addition, we also commit ourselves to implement environmental and social risk mitigation measures, in the environmental and social impact notice provided, if necessary, by the Project Owner. In any case, we commit ourselves to respect and ensure that the members of our group, and all our subcontractors each time it is possible, the guidelines recommending the use of devices with low impact on the environment.
3) Ourselves, the members of our group and our subcontractors authorize the Project Owner and the Tenders/Control Boards to examine the documents and accounting documents relating to the award and execution of the Contract and to submit them for verification to ARMP or any other State control body.
4) Failure by us, by a member of our group and our subcontractors, to comply with the rules governing this charter, we acknowledge that we are liable to sanctions provided for by the laws and regulations in force.

Name: _____

Signature: _____

Duly authorised to sign the offer for and on behalf of: _____

Dated _____

Document No. 13

Visa of maturity or proof of preliminary studies

1. Attach the preliminary study:
2. Indicate:
   - 2.1. The date;
   - 2.2. The name of the public or private Project Manager who carried them out;
   - 2.3. The references of the contract, if a private project management carried them out;
   - 2.4. interview, if any;
   - 2.5 Description of the studies: (for the projects of less scope, an introductory statement may be presented in the form of prior studies on condition of clearly presenting the determination of costs and technical specifications).

N.B. 1/ For the services of less scope, the Project Owner or the Delegated Project Owner can provide proof of calculation of quantities of the TF.

2/ The chairperson of the Tenders or Control Board may, before taking a decision, seek the opinion of an expert on the quality of the studies carried out.

DOCUMENT No. 15

ONLINE BIDDING PROCEDURE

REPUBLIC OF CAMEROON
Peace – Work – Fatherland

PRESIDENCY OF THE REPUBLIC

MINISTRY OF PUBLIC CONTRACTS

RÉPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

PRÉSIDENCE DE LA RÉPUBLIQUE

MINISTÈRE DES MARCHÉS PUBLICS

ONLINE SUBMISSION PROCEDURE

To submit an online tender, the service provider must follow the four steps below:

Step 1: Company registration on the COLEPS platform

- Log on to COLEPS at https://www.marchespublics.cm or https://www.publicscontratcs.cm;
- Go to the "Bidders Registration" tab and complete the application form in detail;
- Print the completed application form generated by the system;
- Have the application form signed by the Head of Structure and stamped with the company stamp;
- Submit the duly completed and formalised form to MINMAP together with the following documents:
  i) Photocopy of an Attestation of Non-Bankruptcy (less than 3 months old);
  ii) Photocopy of the Trade Register;
  iii) Photocopy of the Bank Domiciliation;
  iv) Photocopy of the Certificate of Tax Compliance (less than 3 months old).

Step 2: Acquiring the Electronic Certificate

- Collect the Certificate Request form available from MINMAP or download it from ANTIC website at http://www.camgovca.cm under the heading "Requesting Certificates (Company)" section;
- Complete the form and submit it to MINMAP together with the following documents:
  i) Receipt for payment of the Electronic Certificate acquisition fees in the amount of 50,000 FCFA to be paid into the ANTIC account with SCB Cameroun under number 10002 00031 12493593150 94;
  ii) A Photocopy of the certificate applicant's identity card.
- Register with the MINMAP operator and obtain the certificate application receipt;
- Connect to the address http://www.camgovca.cm/fr/operations-certicats.html and download the Electronic Certificate onto a removable medium (blank) using the information (reference number and authorisation code) contained in the receipt.

(Remember to keep the password for connections to COLEPS).