

FC: 04669/2026/7FF/BCI/CARD/W/DAT

REPUBLIC OF CAMEROON

REPUBLIQUE DU CAMEROUN

Peace -- Work -- Fatherland

Paix -- Travail -- Patrie

MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

MINISTERE DE LA DECENTRALISATION ET DU DEVELOPPEMENT LOCAL

NORTH WEST REGION
MOMO DIVISION
BATIBO COUNCIL

REGION DU NORD OUEST
DEPARTEMENT DE LA MOMO
COMMUNE DE BATIBO



P.O BOX 06, BATIBO
CELL (237) 677 980 303

B.P BOX 06, BATIBO
CELL (237) 677 980 303

THE MAYOR OF BATIBO COUNCIL

BATIBO COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER IN EMERGENCY PROCEDURE

N°10/ONIT/BATIBOCOUNCIL/BCITB/2026 OF 14/04/2026 FOR THE CONSTRUCTION OF THE ANONG- BATIBO GIANT WATER PROJECT (PHASE 2) IN BATIBO SUBDIVISION, MOMO DIVISION OF THE NORTH-WEST

FINANCING: PUBLIC INVESTMENT BUDGET MINEE 2026

BUDGET HEAD:

FINANCIAL YEAR 2026



TABLE OF ACRONYMS

ARMP: Public Contracts Regulatory Agency

BPU: Unit Price Schedule

DQE: Detailed Estimates and Quantities

MINMAP: Ministry of Public Contracts

PO/DPO: Project Owner / Delegated Project Owner

SDUP: Sub-Detail of Unit Prices

ITB: Internal Tenders Board

CCCB: Central Contracts Control Board

STB: Special Tenders Board

DTB: Divisional Tenders Board

MTF: Model Tender File

TF: Tender File

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 Project Owners to prepare their Tender Files.

For the proper use of this document, it is imperative to refer to information notes, footnotes and examples contained therein. It is available at the Head Office and Regional Centres of the Public Contracts Regulatory Agency (ARMP) and the soft version on (<http://www.publiccontracts.cm> and www.armp.cm) platforms.

After insertion of specific details in the indicated places and suppression of non-appropriate alternative provisions, the document can be used once the Project Owner or the Delegated Project Owner is sure there is no contradiction nor conflict between the clauses.

The following general instructions must be respected by users of this document:

- a. Special information such as the name of the Project Owner or the Delegated Project Owners and the address for the withdrawal of the Tender File (TF) must feature in the Tender Notice and in the Special Regulations Governing Invitations to Tender. The final document must not include blanks and alternative provisions;
- b. Footnotes or those in italics in the tender notice, the Special Regulations (RPAO), the Special Administrative Conditions (SAC), the schedule of prices and quantities are instructions or guidelines which the Project Owner or the Delegated Project Owner must follow. The final document must not contain any footnote;
- c. Forms included in document No. 10 must be filled by the bidder and footnotes which appear there are to be preserved because they contain instructions for the bidder;
- d. Qualification criteria of candidates and evaluation criteria of bids as well as the various methods of evaluation featuring in the General Regulations must be the subject of profound examination to retain in the SRIT only those applicable to the consultation under consideration;
- e. It is worth recalling that Tender Files for some specific works take precedence over this document if they are prepared and enforced in accordance with the regulations in force.

TABLE OF CONTENTS

Document No. 0. Letter of Invitation to Tender (where applicable)	
.....	6
Document No. 1. Tender Notice (AAO)	
.....	10
Document No. 2. General Regulations Governing the Invitation to Tender (RGAO)	
.....	28
Document No. 3. Special Regulations Governing the Invitation to Tender (RPAO)	
.....	58
Document No. 4. The Special Administrative Clauses (SAC)	
.....	79
Document No.5. Special Technical Clauses (STC)	
.....	112
Document No. 6. Unit Price Schedule	
.....	116
Document No. 7. Detailed Quantity and Cost Estimate Schedule	
.....	122
Document No. 8. Schedule of Sub-Detail of Prices	
.....	126
Document No. 9. Contract Model	
.....	129
Document No. 10: Model of Forms to be Used by Bidders	
.....	135

Document No. 11. Integrity Charter

..... 160

Document No. 12. Commitment Statement to Comply with Social and Environmental

Clauses 165

Document No. 13. Visa of Maturity or Proof of Preliminary Studies

..... 170

Document No. 14. List of Institutions Authorised by the Minister in Charge of Finance to

Issue Bonds for

Public

Contracts.....

.....171

Document No. 15. Online Bidding Procedure

..... 173

DOCUMENT N^o.O:
LETTER OF INVITATION TO TENDER

DOCUMENT No. 1

TENDER NOTICE (AAO)

Note on the tender notice

The tender notice drafted in English and French furnishes the information needed by the potential candidates to decide whether to acquire or consult the Tender File (TF) in order to eventually make an offer. It contains notably bids evaluation criteria.

As it is a general scope document, the information contained therein must conform to the information contained in other documents of the Tender File and, especially with the information in the Special Regulations Governing the Invitation to Tender.

Note relative à l'Avis d'Appel d'Offres

L'Avis d'Appel d'Offres, rédigé en français et en anglais, fournit les renseignements dont les soumissionnaires potentiels ont besoin pour consulter ou décider d'acquiescer le Dossier d'Appel d'Offres (DAO), en vue de présenter une offre le cas échéant. Il contient notamment les critères d'évaluation des offres.

Pièce de portée générale, les informations contenues dans l'Avis d'Appel d'Offres doivent concorder avec celles fournies par les autres pièces du Dossier d'Appel d'Offres et, en l'occurrence, le Règlement Particulier de l'Appel d'Offres.



TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER IN EMERGENCY PROCEDURE

N°10/ONIT/BATIBOCOUNCIL/BCITB/2026 OF 14/04/2026 FOR THE
CONSTRUCTION OF THE ANONG- BATIBO GIANT WATER PROJECT (PHASE 2)
IN BATIBO SUBDIVISION, MOMO DIVISION OF THE NORTH-WEST REGION.

FUNDING: MINEE - PUBLIC INVESTMENT BUDGET
Exercice 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 Anong- Batibo giant water project (Phase 2) 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:

- Reconstruction of the spring catchment intake and renovation of its collection chamber;
- Renovation of the existing storage tank;
- Construction of an air release valve chamber;
- Construction of a control valve chamber;
- Construction of two washout valve chambers;
- Construction of two standpipes;
- Construction of a 3,170m piping network of assorted PVC pipes.
- Physico-Chemical and bacteriological analyses of a sampled water after construction.

3. Tranches/Allotment

The works are subdivided into one lot defined here below:

4. Construction of Anong- Batibo giant water project (Phase 2)

5. Estimated cost

The estimated cost of the operation following preliminary studies is **eighty-five million (85,000,000) FCFA**.

6. 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.

7. 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.

8. Funding

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

9. Bidding method

The submission method selected for this consultation is offline.

10. 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 **one million seven hundred thousand (1,700,000) 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.

11. 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).*

12. 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 **one hundred and thirty eight thousand (138,000) 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

13. Submission of bids

Each offer drafted in English or French in seven (07) copies including the original and six (06) copies marked as such, should reach the Batibo Council Office Secretariat not later than 8/5/2026 at 10:00 noon local time and should carry the inscription:

<< OPEN NATIONAL INVITATION TO TENDER IN EMERGENCY PROCEDURE

N°10/ONIT/BATIBOCOUNCIL/BCITB/2026 OF 14/04/2026 FOR THE CONSTRUCTION OF THE ANONG- BATIBO GIANT WATER PROJECT (PHASE 2) IN BATIBO SUBDIVISION, MOMO DIVISION OF THE NORTH-WEST REGION >>

“To be opened only during the bid-opening session”

14. Admissibility of bids

The administrative documents, the technical offer and the financial offer must be placed in separate envelopes and submitted in a sealed envelope.

- The Project Owner shall not accept:
- Bids bearing information on the identity of the tenderers;
- Bids submitted after the closing date and time for submission of bids;
- Bids non-compliant with the bidding method;
- Envelopes without indication on the identity of the Invitation to Tender;
- Failure to comply with the number of copies specified in the RPAO or offer in copies only;

Any incomplete offer in accordance with the prescriptions of the Tender File shall be declared inadmissible. Especially the absence of a bid bond issued by a financial body or institution approved by the Minister in charge of Finance to issue bonds for public contracts or the failure to comply with the model documents of the Tender File shall lead automatically to the rejection of the bid without any other procedure. A bid bond submitted but not relating to the consultation concerned shall be considered as absent. A bid bond presented by a bidder during the bid opening session shall not be accepted.

15. Opening of bids

The bids shall be opened in single phase and shall take place on 08/05/2026 at 11:00 am local time by the Project Owner Tenders Board in the conference hall of the Batibo Council. Only tenderers may attend this opening session or be represented by a person of their choice, duly authorised, even in case of a group of enterprises.

Under pain of being rejected, the required administrative documents must be submitted in originals or true copies certified by the issuing service or the relevant administrative authority, in accordance with the provisions of the Special Regulations Governing the Invitation to Tender. They shall be no later than 3 (three) months old from the original deadline for the submission of tenders or must have been issued after the date of signature of the Tender Notice.

In case of absence or non-conformity of a document in the administrative file during the opening of bids, after a forty-eight (48) hours deadline granted by the Board, the file shall be rejected.

16. Evaluation criteria

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

17. Eliminary criteria

The eliminary criteria include:

- Absence of bid bond at the opening of bids;
- Failure to submit, beyond the forty-eight (48) hours deadline after the opening of bids, a document of the administrative file deemed non-compliant or absent (except the bid bond);
- False declarations, fraudulent schemes or forged documents;
- 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

18. 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.

19. 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.

20. 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]

21. 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.

22. 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>.

23. 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

BATIBO

on

The Lord Mayor of BATIBO Council
(Project Owner)



FOR THE MAYOR
AND BY DELEGATION

Emmanuel Ndamahong

Copies:

- Authority in charge of Public Contracts (MINMAP);
- ARMP
- Project Owner concerned, if applicable;
- Chairperson of the TB concerned;
- Notice board/file

RÉPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

MINISTÈRE DE LA DÉCENTRALISATION ET
DU DÉVELOPPEMENT 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

TENDER NOTICE

AVIS D'APPEL D'OFFRES NATIONAL OUVERT EN PROCEDURE DE
URGENCE

N°10/AONO/COMMUNEBATIBO/CIPMCW/2026 DU 14/04/2026 POUR LA
CONSTRUCTION DU PROJET HYDRAULIQUE GEANT D'ANONG-BATIBO
(PHASE 2) DANS 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 projet hydraulique géant d'Anong-Batibo (phase 2) dans l'Arrondissement de Batibo**, Département de la Momo, Région du Nord-Ouest.

Consistance des travaux

Les travaux comprennent notamment :

- Lot 100: Travaux préparatoires ;
- Lot 200: Travaux de construction ;
- Lot 300: Canalisation et remblais de tuyauteries;
- Lot 400: Mesures mitigation environnementale;

- 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 projet hydraulique géant d'Anong-Batibo (phase 2) dans l'Arrondissement de Batibo**

Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de **quatre-vingt cinq million (85,000,000) 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.

Cautionnement de soumission

Chaque soumissionnaire doit joindre à ses pièces administratives un cautionnement de soumission, acquitté à la main, délivrée par un organisme ou une institution financière agréée par le Ministre chargé des finances pour émettre les cautions dans le domaine des marchés publics dont la liste figure dans la pièce 14 du DAO dont le montant s'élève à **un million sept cent mille (1,700,000) FCFA**, et valable jusqu'à trente (30) jours au-delà de la date initiale de validité des offres. L'absence de la caution de soumission délivrée par une banque de premier ordre ou un organisme financier de première catégorie autorisé par le Ministère chargé des Finances à émettre des cautions dans le cadre des marchés publics, entraînera le rejet pur et simple de l'offre. Une caution de soumission produite mais n'ayant aucun rapport avec la consultation concernée est considérée comme absente. La caution de soumission présentée par un soumissionnaire au cours de la séance d'ouverture des plis est irrecevable.

Consultation du Dossier d'Appel d'Offres

Le dossier physique peut être consulté gratuitement dans les services du MO aux heures ouvrables au Secrétariat de la Commune de Batibo (service (SIGAMP), BP, téléphone, fax, e-mail) dès publication du présent avis.

Il peut également être consulté **en ligne sur la plateforme COLEPS aux adresses <http://www.marchespublics.cm> et <http://www.publiccontracts.cm>** sur le site internet de

l'ARMP (www.armp.cm).

Acquisition du Dossier d'Appel d'Offres

La version physique du dossier d'appel d'offres peut être obtenue au Secrétariat de la Commune de BATIBO (service (SIGAMP) dès publication du présent avis, contre versement d'une somme non remboursable des frais d'achat du DAO de **cent trente huit mille (138,000) Francs CFA**, payable à dans le Compte spécial CAS-ARMP.

Il est également possible d'obtenir la version électronique du dossier par téléchargement gratuit aux adresses sus indiquées pour la version électronique. Toutefois, la soumission par voie physique ou électronique est conditionnée par le paiement des frais d'achat du DAO.

Remise des offres

Pour la soumission hors ligne, l'offre en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme tels, devra parvenir Secrétariat de la Commune de BATIBO, au plus tard le **08/05/2026 à 10h00**, heure locale et devra porter la mention :

**“Avis d'Appel d'Offres N°10/AONO/COMMUNEBATIBO/CIPMCW/2026 DU
14/04/2026 POUR CONSTRUCTION DU PROJET HYDRAULIQUE GÉANT
D'ANONG-BATIBO (PHASE 2) DANS L'ARRONDISSEMENT DE BATIBO,
DEPARTEMENT DE LA MOMO, REGION DU NORD-OUEST.**

A n'ouvrir qu'en séance de dépouillement”

Recevabilité des plis

Les pièces administratives, l'offre technique et l'offre financière doivent être placées dans des enveloppes différentes séparées et remises sous pli scellé.

Seront irrecevables par le Maître d'Ouvrage :

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

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 **08/05/2026 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 heures 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 :

- la présentation de l'offre ;
- les références du soumissionnaire ;
- le service après-vente (disponibilité des pièces de rechange, atelier de réparation, personnel technique), (non applicable) ;
- la capacité financière (l'accès à une ligne de crédit ou autres ressources financières, le chiffre d'affaires, attestation de solvabilité financière).
- la qualification et l'expérience du personnel
- les moyens logistiques

- la méthodologie

Attribution

Le Maître d’Ouvrage ou le Maître d’Ouvrage Délégué attribue le marché au soumissionnaire ayant présenté une offre remplissant les critères de qualification technique et financière requises et dont l’offre est évaluée la moins-disante en incluant le cas échéant les remises proposées. Le nombre maximum de lots dont le candidat peut être attributaire est d’un (01).

Nombre maximum de lots :

Un candidat peut soumissionner pour plusieurs lots, mais ne peut être attributaire de plus de deux lots.

Au cas où un soumissionnaire serait le moins disant pour plus de 02 lots, le Maître d’Ouvrage ou le Maître d’Ouvrage Délégué lui attribuera les 02 lots selon les conditions prévues dans le RPAO.

Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant 90 jours à partir de la date limite initiale fixée pour la remise des offres.

Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables à [service (SIGAMP), numéro de porte, BP, téléphone, fax, e-mail] ou en ligne sur la plateforme COLEPS aux adresses <http://www.marchespublics.cm> et <http://www.publiccontracts.cm>, ou tout autres moyens de communication électronique indiqué par le Maître d’Ouvrage.


Lutte contre la corruption et les mauvaises pratiques

Pour toute dénonciation pour des pratiques, faits ou actes de corruption ou faits de mauvaises pratiques, bien vouloir appeler la CONAC au numéro 1517, l’Autorité chargée des Marchés Publics (MINMAP) (SMS ou appel) aux numéros : (+237) 673 20 57 25 et 699 37 07 48, l’ARMP au numéro ou le MO au numéro

_____ on

FOR THE MAYOR AND DELEGATION
BATIBO

The Lord Mayor of BATIBO
Council
(le Maître d’Ouvrage)



Copies :

- Autorité chargée des Marchés Publics (MINMAP)
- ARMP
- Maître d’Ouvrage ou MOD concerné, le cas échéant ;
- Président CPM concerné
- Présidents de CCCM, le cas échéant ;
- Affichage chrono

DOCUMENT No. 2

**GENERAL REGULATIONS OF THE
INVITATION TO TENDER (RGAO)**

**Note relating to the General Regulations of the Invitation to
Tender**

The purpose of document No. 2 is to provide bidders with the information they need to prepare offers in compliance with the conditions laid down by the regulation in force.

It also provides information on the submission of bids, the opening of tenders, the evaluation of bids and the award of the contract.

This document includes model articles that shall not be modified.

TABLE OF CONTENT

A.					Generalities
.....					32
Article	1.	Subject	of	the	consultation
.....					32

Article	2-				Financing
.....					32
Article	3-	Ethical			principles
.....					32
Article	4-	Candidates	allowed	to	compete
.....					33
Article	5-	Building materials, materials, supplies, equipment and authorised services			
.....					35
Article	6-	Documents	establishing	bidder	qualification
.....					35
Article	7.	Visit	of	works	site
.....					36
B.		Tender			File
.....					36
Article	8.	Content	of	Tender	File
.....					36
Article	9.	Clarifications	on	Tender	File and petitions
.....					38
Article	10.	Modification	of	the	Tender File
.....					39
C.		Preparation			of
offers					39
Article	11.		Tender		fee
.....					39
Article	12.		Offer		language
.....					39
Article	13.	Constituent	documents	of	the bid
.....					40
Article	14.		Bid		price
.....					41
Article	15.	Bid	and	settlement	currencies
.....					42
Article	16.	Validity	of		offers
.....					43
Article	17.		Bid		bond
.....					43
Article	18.	Bidders'	variant		proposals

.....	44
Article 19. Preparatory meeting for the establishment of bids	
.....	45
Article 20. Form, format and signature of bid	
.....	45
D. Submission of bids	
.....	46
Article 21. Sealing and marking of bids	
.....	46
Article 22. Date and time limit for the submission of bids and method of submission	
.....	47
Article 23. Late bids	
.....	48
Article 24. Modification, substitution and withdrawal of bids	
.....	48
E. Opening of envelopes and evaluation of offers	
.....	49
Article 25. Opening of envelopes and petitions	
.....	50
Article 26. Confidential nature of the procedure	
.....	51
Article 27. Clarifications on the bids and contact with the Project Owner or Delegated Project Owner	
.....	51
Article 28. Determining the conformity of bids and technical evaluation	
.....	51
Article 29. Evaluation criteria and qualification of the bidder	
.....	52
Article 30. Correction of errors	
.....	52
Article 31. Conversion into a single currency	
.....	53
Article 32. Evaluation and comparison of financial bids	
.....	53
Article 33. Preference granted national bidders	
.....	54

F.

Award

.....

55

Article 34. Award

..... 55

Article 35. Right of the Project Owner or Delegated Project Owner to declare an invitation to tender

unfruitful or cancel a procedure

.....55

Article 36. Notification of the award of the contract

..... 56

Article 37. Publication of the contract award results and petitions

..... 56

Article 38. Signing of the contract

..... 56

Article 39. Final bond

..... 57

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.

vi. Complicity means:

- The omission or negligence to carry out controls or to give the prescribed technical opinion;
- Intentional omission to inform the Project Owner or the competent authority of irregularities noted in the discharge of his duties.

vii. Whoever commits acts aimed at destroying, falsifying, altering or concealing evidence on which an investigation is based or any misrepresentation made to investigators, or any threat, harassment, or intimidation against a person for purposes of preventing him from revealing information relating to an investigation or the continuation thereof, shall be indulging in "obstructive practices".

b. He shall reject any award proposal if there is evidence that the proposed successful bidder, directly or through an agent, is guilty of corruption, conflict of interest, and collusion or has indulged in fraudulent schemes, collusive, coercive, or obstructive practices in connection with the award of this contract.

3.2. The Authority in charge of Public Contracts may, as a precautionary measure, take a decision to ban any bidder or the Administration's contracting partner from bidding for a period not exceeding 2 (two) years for influence peddling, conflict of interest, insider trading, complicity, fraud, corruption, or production of fraudulent documents in his bid, without prejudice to the criminal proceedings that could be initiated against him.

3.3. The Authority in charge of Public Contracts may take a decision banning public sector actors found guilty of violating the provisions of the Public Contracts Code from participating in public contracts award and execution monitoring for a period not exceeding 2 (two) years.

Article 4: Candidates allowed to compete

4.1. **Apart from the restricted invitation to tender, which is open to all candidates selected at the end of the pre-qualification procedure** and/or those selected in accordance with the categorisation indicated beforehand in the tender notice and recalled in the RPAO, as a general rule, the tender is open to all tenderers, provided that they meet the following eligibility requirements:

a. A bidder (including all members of a group of enterprises and all subcontractors to the bidder) must be from an eligible country, in accordance with the Financing Agreement, if

applicable;

b. A bidder (including all members of a group of enterprises and all subcontractors to the bidder) must not be in a situation of conflict of interest under pain of being disqualified for all tenders in which he/she participated. A tenderer may be deemed to be in a situation of conflict of interest under the following conditions:

- i. is associated or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the design, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender;
- ii. is, in the context of the same tender, the legal representative of another tenderer;
- iii. Participates in more than one tender in the same call for tenders, especially, either individually or as a member of a group of companies, or as a subcontractor in a tender while being an individual tenderer or member of a group of companies. A supplier may be listed as a subcontractor in several tenders, but only as a subcontractor.
- iv. Is affiliated with a group or entity that the Project Owner or Delegated Project Owner has recruited or is about to recruit to participate in the control;
- v. The Project Owner or Delegated Project Owner participates in the capital of the bidder in such a way as to compromise the transparency of public contracts award procedures;

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;
- v. Availability of indispensable equipment;
- vi. The grading certificate for service providers of the building and public works sector, where applicable.

6.2. Bids presented by two or more associated enterprises (joint contracting) shall meet the following conditions:

- a. The offer must include for each of the enterprises, all the information listed in article 6.1. above. The Special Regulations shall specify the information to be provided by the group and the information to be provided by each member of the group;
- b. The offer and the contract must be signed in a way that is binding on all members of the group;
- c. The nature of the group (joint or several as required in the Special Regulations) must be specified and justified, with the production of a copy of the group agreement in due form;
- d. The member of the group designated as representative shall represent all the group of enterprises vis-à-vis the Project Owner or Delegated Project Owner in the execution of the contract;
- e. In case of a several group, the co-contractors shall share the sums which are paid by the Project Owner or Delegated Project Owner into a single account. In case of a joint group, the tasks for each member must be specified and each enterprise shall be paid by

the Project Owner or Delegated Project Owner into his own account.

6.3. Bidders should equally present sufficiently detailed proposals to demonstrate that they conform to the technical specifications and execution time-limits referred to in the RPAO.

6.4. Bidders seeking to benefit from a preference margin must provide all the information required to prove that they meet the eligibility criteria described in Article 33 of the RGAO.

Article 7: Visit of works site

7.1. The bidder is advised to visit and inspect the worksite and its environs and obtain by himself and under his own responsibility, all the information which may be necessary for the preparation of the bid and the execution of the works. This visit, when required in the RPAO, must be sanctioned by a certificate of site visit signed following a sworn declaration by the tenderer, giving a description of the site as well as observations on the works execution conditions. The related cost of the site visit shall be borne by the bidder.

7.2. The Project Owner or the Delegated Project Owner shall be required to authorise the bidder and his employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his employees, and agents release the Project Owner or Delegated Project Owner, his employees and agents of any liability that may result from the visit.

The Bidder shall remain liable for death or personal injury, loss or damage to property, costs and expenses incurred as a result of this visit.

7.3. The Project Owner or the Delegated Project Owner may organise a visit to the works site during the preparatory meeting to draft the bids mentioned in Article 19 of the General Regulations Governing the Invitation to Tender (RGAO).

B. TENDER FILE

Article 8: Content of Tender File

8.1. The Tender File shall describe the works subject of the contract, sets procedures for the consultation of 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:

<i>Document No.0</i>	<i>Letter of invitation to tender (in case of restricted invitations to tender)</i>
<i>Document No.1</i>	<i>Tender Notice (AAO)</i>
<i>Document No.2</i>	<i>General Regulations Governing the Invitation to Tender (RGAO)</i>
<i>Document No.3</i>	<i>Special Regulations Governing the Invitation to Tender (RPAO)</i>
<i>Document No.4</i>	<i>Special Administrative Clauses (SAC)</i>
<i>Document No.5</i>	<i>Special Technical Clauses (STC)</i>
<i>Document No.6</i>	<i>Unit Price Schedule</i>
<i>Document No.7</i>	<i>Detailed Quantity and Cost Estimate Schedule</i>
<i>Document No.8</i>	<i>Schedule of Sub-Details of Prices</i>
<i>Document No.9</i>	<i>Contract Model</i>
<i>Document No.10</i>	<i>Model of Forms to be Used by Bidders</i>

- 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-Up 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 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 (teletype 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.

In the event of restricted invitation to tender;

a) During the prequalification phase, the petition may bear on requests for review of bidding conditions and prequalification or for review of the decisions or deeds taken and published by the Project Owner or the Delegated Project Owner during the prequalification procedure.

b) Candidates shall have five (5) working days prior to the date of submission of applications and five (5) working days after the publication of prequalification results to file their petitions to the Project Owner or the Delegated Project Owner, with copy to the Authority in charge of public contracts and the public contracts regulatory body.

c) this petition shall not be suspensive.

9.3. Where the invitation to tender is the procedure selected, the petition must be submitted between the publication of the tender notice and the opening of bids:

a) to the Project Owner or Delegated Project Owner with a copy to the Authority in charge of Public Contracts and to the public contracts regulatory body;

b) it should reach the Project Owner or Delegated Project Owner no later than fourteen (14) working days before the bid opening date;

c) The Project Owner or Delegated Project Owner shall have five (5) days to respond. A copy of the response shall be forwarded to the Authority in charge of Public Contracts and to the body in charge of the regulation of public contracts.

d) in case of disagreement between the petitioner and the Project Owner or Delegated Project Owner, the petitioner shall refer the petition to the Petitions Review Committee.

e) the petition shall not be suspensive.

Article 10: Modification of the Tender File

10.1 The Project Owner or the Delegated Project Owner may, at any moment prior to the deadline for the submission of offers and for any reason, be it at his initiative or in response to a request submitted by a bidder, modify the Tender File by publishing an addendum.

10.2. Any addendum thus published shall become an integral part of the Tender File, in accordance with Article 8.1 of the General Regulations Governing the Invitation to Tender and must be communicated in writing or made known to all the bidders who bought the Tender File or through **COLEPS or any other mean of electronic communication indicated by the Project Owner in the TF.**

10.3. In order to give bidders enough time to take account of the addendum in the preparation of their offers, the Project Owner or the Delegated Project Owner may postpone as it is necessary, the deadline for the submission of offers, in accordance with the provisions of Article 22.2 of the RGAO.

C. PREPARATION OF OFFERS

Article 11: Tender fees

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

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)

Bidders shall make comments on the technical choices of the project and possible proposals.

b.5. the integrity charter

b.6. the commitment declaration to comply with social and environmental clauses

c. Volume 3: Financial bid

It comprises elements that help to justify the cost of the works, namely:

- c.1 The submission itself, in original, prepared in accordance with the attached model or standard form, stamped at the current rate, signed and dated;
- c.2 The unit price schedule duly filled;
- c.3 detailed cost estimate and quantities duly filled;
- c.4 The price sub-detail and/or the breakdown of the all-in prices;
- c.5 The provisional payment schedule, if applicable.

Bidders shall use the standard forms or documents provided for in the Tender File, subject to the provisions of Article 17.2 of the RGAO regarding other possible bid bond forms.

13.2. The RPAO indicate how long proposals must remain valid from the date of submission. During this period, bidders must keep the proposed specialised staff available for the assignment. The Project Owner or Delegated Project Owner shall make everything possible to complete the negotiations within this time limit. If the latter wishes to extend the period of validity of the proposals, candidates who do not consent to such an extension are free to refuse such extension.

Article 14: Offer price

14.1. Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in Article 1.1 of the General Regulations Governing the Invitation to Tender, based on the price schedule and the detailed quantity and cost estimates as well as the unit price sub detail and breakdown of all-in prices presented by the bidder, as appropriate.

14.2. The bidder shall fill the unit prices and totals of all items on the price schedule and detailed quantities and estimates.

14.3. Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder for the future Contract or on any other ground, thirty (30) days prior to the time limit for the submission of bids, shall be included in the prices and in the total amount of the bid presented by the bidder.

14.4. If a price revision/updating clause is provided for in the contract, the date of the establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. Any contract whose execution duration is at most one (1) year shall not be subject to price revision.

14.5. All unit prices with quantities must be justified by sub-details established in accordance with the structure proposed in document No.8 of the Tender File.

14.6. Tenderers shall indicate the rebates granted in their tenders. Furthermore, they shall specify the conditions for the application of this rebate.

Article 15: Offer and settlement currencies

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

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 Delegated Project Owner shall address to bidder(s).

The updating period shall run from the date of overrun of the sixty (60) days to the date of notification of the contract or the Administrative Order for the start of execution of works by the retained bidder, as specified in the Special Administrative Conditions. The updating effect shall not be considered for purposes of evaluation of bids.

Article 17: Bid bond

17.1. In application of Article 13 of the General Regulations, the bidder shall provide a bid bond of the amount specified in the Special Regulations and which shall become a full part of his offer.

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised by the Project Owner or Delegated Project Owner. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time limit requested by the Project Owner or Delegated Project Owner and accepted by the bidder, in accordance with Article 16 (2) of the RGAO.

For services under Jobbing Orders, certified cheques and bank cheques shall be accepted as bid bond.

17.3. Any offer without an acceptable bid bond shall be rejected by the Tenders Board as incomplete. The bid bond of associated enterprises must be established in the name of the representative submitting the offer.

17.4. The offers of bidders who are not retained (with the exception of the copy meant for the public contracts regulatory body) shall be returned within fifteen (15) days after publication of the award result. Tenders not withdrawn within this period may be destroyed, without any claim being made.

17. 5. The bid bond of the tenderers who are not retained shall be returned upon publication of the award results.

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

17. 7. The bid bond may be seized:

- a. if the bidder withdraws his bid during the period of validity;
- b. if the bidder retained:

- i. defaults in his obligation to subscribe the contract in application of Article 38 of the

General Regulations;

- ii. defaults in his obligation to provide the final bond in application of Article 39 of the General Regulations;
- iii. refuses to receive notification of the contract.

Article 18: Variant bidders' proposals

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

18.2. Except in the case mentioned in Article 18.3 below, bidders wishing to offer technical variants must first give figures on the basic solution of the Project Owner or Delegated Project Owner as described in the Tender File and provide in addition all the information which the Project Owner or Delegated Project Owner needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction methods and all other useful information. 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 recorded on a USB key or CD/DVD must be deposited in the offices of the relevant PO/DPO or CA in a sealed envelope clearly and legibly marked "back-up copy" and with the tender references within the specified time limit.

20.5. The offers, together with the required documents, are put together in electronic files and grouped according to their administrative, technical and financial nature. However, administrative documents are entered into COLEPS by the issuing structures.

20.6 The file formats chosen for the submission of offers via COLEPS must be common formats that are widely used in the professional sector comprising the operators likely to be interested in the consultation, for better exploitation.

20.7. Documents transmitted in the COLEPS platform are electronically signed by using a certificate.

D. SUBMISSION OF OFFERS

Article 21: Sealing and marking of offers

21.1. Offers shall be presented taking into account the principle of separation of administrative documents (Volume 1), Technical offer (Volume 2) and financial Offer (Volume 3), all these placed in an external envelope that shall give no indication on the bidder's identity. Bidders shall place the original and all copies of the administrative documents listed in the RPAO in an envelope clearly marked "ADMINISTRATIVE FILE", the original and all copies of the technical proposal in an envelope clearly marked "TECHNICAL PROPOSAL", and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL".

The various documents of each volume shall be numbered in the order of the RPAO and separated by a divider of a colour other than the white colour.

21.2. The external and internal envelopes:

- a. should be addressed to the Project Owner or Delegated Project Owner at the address indicated in the Special Regulations Governing the Invitation to Tender;
- b) should bear the name of the project and the number of the Tender Notice as indicated in the Special Regulations and bear the indication 'TO BE OPENED ONLY DURING THE BID-OPENING SESSION'.

21.3. The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Project Owner or Delegated Project Owner return the sealed offer if it is declared late offer in accordance with Articles 23 and 24 of the General Regulations.

21.4. If the external envelope is not sealed and marked as indicated in Articles 21.1. and 21.2. referred to above, the Project Owner or Delegated Project Owner shall in no way be responsible if the bid is misplaced or opened prematurely.

21.5 For online submission, the tender to be provided by the tenderer consists of three electronic files corresponding to the three administrative, technical and financial volumes.

Each file must explicitly carry a name that refers to the nature of its content (Administrative Offer, Technical Offer, Financial Offer).

At the same time as they are doing the electronic submission, tenderers must send to the Contracting Authority or to the PO/DPO within the same time limit, a soft back-up copy of their tender on an electronic physical support (CD, DVD, USB key, etc...) This copy shall be sent by post office or deposited with the Contracting Authority or the PO/DPO. This sealed envelope must be clearly and legibly marked "backup copy", as well as the consultation references.

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 case may be, the envelopes must clearly bear the inscription 'WITHDRAWAL', and 'REPLACEMENT BID' or 'MODIFICATION'.

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

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

24.4 No offer may be withdrawn in the interval between the submission of bids and the expiry of the validity of bids specified by the model offer. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of Article 17(7) of the General Regulations.

For online submissions,

24.5 Several tenders may be submitted by the same tenderer before the date and time limit for the receipt of tenders. In this case, only the bid that arrived the latest and its corresponding back-up copy, if any, will be taken into account in the evaluation, and any other back-up copies must be returned unopened.

24.6 The modification, replacement or withdrawal of the backup copy is done in accordance with the provisions of Article 24 paragraphs 1 to 4.

E. OPENING OF ENVELOPES AND EVALUATION OF OFFERS

Article 25: Opening of envelopes and petitions

25.1 Prior to the opening of bids, electronically submitted bids are decrypted by the Contracting Authority. Decryption is the process of making tenders readable and accessible only to the Tenders Board.

25.2. All offers shall be opened in single phase, including for major or complex works that have been subject to a prequalification procedure.

The competent Tenders Board shall open the envelopes in single phase and in the presence of the representatives of bidders concerned who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders present shall sign a register or a sheet attesting to their presence.

Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding offer or the back-up copy shall be returned to the bidder unopened. Withdrawal of an offer or back-up copy shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement bid or back-up copy" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of bid or back-up copy shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid or back-up copy shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only offers or back-up copies which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

25.3. All envelopes shall be opened successively, and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates 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.

Article 27: Clarifications on the offers and contact with the Project Owner or Delegated Project Owner

27.1. To ease the examination, evaluation and comparison of bids, the Chairperson of the Tenders Board may, on the proposal of the evaluation sub-committee, if it so desires, request any bidder, the competent services or bodies to give clarifications on the offers.

27.2 The request for clarification and the response shall be in writing or via COLEPS or such other electronic means of communication indicated by the Project Owner in the Tender File, with copy to the regulatory body, but no change on the amount or content of the bid to make it more competitive is sought, offered or authorised. The purpose of the request for clarification must be, in particular, to find information contained in the tender, to verify the accuracy of the information provided by a candidate, if necessary, with the issuing authorities, to ask a tenderer to confirm the correction of a calculation error or omission discovered, to provide clarification on technical aspects not understood by the evaluation sub-committee or on the content of the price sub-detail, or to justify the prices of offers deemed abnormally low.

27.3. Requests for clarification shall be answered no later than seven (7) working days.

27.4. Subject to the provisions of paragraph 1 referred to above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

Article 28: Determining the conformity of offers and technical evaluation

28.1. The Evaluation sub-committee set up by the Tenders Board shall, beforehand, verify the eligibility of the bidders and carry out a detailed examination of bids to determine if they are complete, if the required guarantees are provided, if the documents were correctly signed and if generally the bids are in proper order.

28.2. Then the Evaluation subcommittee shall determine if the bid is essentially in compliance with the provisions of the Tender File based on the content without recourse to extrinsic elements of proof. As such, the Evaluation Sub-Committee shall:

- review the offer to confirm that all the terms and conditions specified in the RPAO and SAC have been accepted by the Bidder without substantial discrepancy or reservation;
- evaluate the technical aspects of the tender submitted in accordance with clause 13.1.b of the RGAO to ensure that all the stipulations of the Price Schedule, the Methodology Note relating to the analysis of the works and specifying the organisation and programme that the tenderer intends to put in place or implement to carry them out (installations, planning, QAP, subcontracting, certificate of site visit if applicable, etc.) are complied with without any substantial discrepancies or reservations.

28.3. An offer that complies essentially with the Tender File shall be an offer that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:

- i. which substantially affects the scope, quality or execution of the works;
- ii. which substantially limits, and is not in conformity with the Tender File, the rights of the Project Owner or Delegated Project Owner or his obligations in relation to the contract;

iii. whose acceptance or correction would unfairly be prejudicial to the competitiveness of the other bidders who presented bids that essentially conformed with the Tender File.

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 under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
- c. By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31.2 of the General Regulations;
- d. By conveniently adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
- e. By taking into consideration the various execution time limits proposed by the bidders, if they are authorised by the Special Regulations;
- f. If need be, in accordance with the provisions of Article 13.2 of the General Regulations and the Special Regulations by applying the rebates granted by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
- g. If need be, in accordance with the provisions of Article 18.3 of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are authorised, shall be evaluated on their own merit and irrespective of the fact that the bidder offered or not a price for the technical solution specified by the Project Owner or Delegated Project Owner in the Special Regulations.

32.3. The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of offers.

32.4. If the bid evaluated as the lowest bid is considered abnormally low or significantly unbalanced in relation to the estimates of the Project Owner or Delegated Project Owner for the works to be executed in this Contract, the Subcommittee may, from the sub-detail of prices provided by the bidder for any element or all the elements of the detailed quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar.

32.5 On the proposal of the Evaluation subcommittee, the Chairperson of the Tenders Board may ask the tenderers or the competent administrations and bodies for clarifications on the offers.

32.6 In case an offer is deemed abnormally low, the Tenders Board shall propose to the Project Owner or Delegated Project Owner to request justifications from the bidder concerned. If they are deemed unacceptable, they shall be forwarded by the PO/DPO to the public contracts regulatory body, for opinion, at the same time as the request for clarification.

The Project Owner or Delegated Project Owner shall take into account the opinion of the contracts regulatory body to take a decision.

Article 33: Preference granted national bidders

33.1 In case of equivalent bids, during contract award under an international competitive bidding, a preference margin shall be granted, in the order of priority, to offers submitted by:

- a) A natural person of Cameroonian nationality or a legal entity under Cameroonian law
- b) A company all or majority of whose capital is held by persons of Cameroonian nationality;
- c) A natural person or legal entity carrying out economic activities in Cameroon;
- d) Consortiums comprising Cameroonian enterprises;

33.2 Offers are considered equivalent when they have met the required technical conditions.

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

33.4 National preference shall only apply where the tender file so provides.

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 deadline.

Upon publication of the results of award, the Project Owner or Delegated Project Owner will send to each bidder who so requests, an excerpt of the bid evaluation report concerning him.

37.4. After publication of the award results, offers that are not withdrawn within fifteen (15) days shall be destroyed, without any claim for compensation being entertained. Only the copy intended for the body in charge of the regulation of public contracts shall be kept if it was not collected on the spot.

37. 5. In case of petition, it should be addressed to the Petitions Review Committee, with copies to the Project Owner or Delegated Project Owner, the Chairperson of the Tenders Board concerned, to the body in charge of regulating public contracts and to the Authority in charge of public contracts.

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

37.6 Such a petition may cause the suspension of the procedure following the appraisal of the public contracts regulatory body.

Article 38: Signing of the contract

38.1. After publication of the results, the Project Owner or Delegated Project Owner shall have five (5) working days to sign the contract from date of subscription of the draft contract by the successful bidder.

38.2. The successful tenderer shall have a period of fifteen (15) working days from

receipt to subscribe the contract or the jobbing order. Beyond this period, the Project Owner or Delegated Project Owner reserves the right to cancel the award decision after the successful bidder has been given a formal notice but without any response. In this case, the bid bond is forfeited and the contract is awarded to the second-ranked candidate.

38.3. The Project Owner or Delegated Project Owner has a period of five (5) working days for the signature of the contract, from the date of receipt of the draft contract subscribed by the successful bidder; or for mutual agreement contracts, from the date of receipt of the opinion of the competent Central Contracts Control Board, after their subscription by the successful bidder.

38.4. The Project Owner or Delegated Project Owner shall notify the contract to the holder within five (5) working days from the date of its signature

Article 39: Final Bond

39.1. Within the twenty (20) calendar days following the notification of the contract by the Project Owner or Delegated Project Owner, the contractor shall provide the Project Owner or Delegated Project Owner with a final bond, to guarantee the complete execution of the works, in the form stipulated in the RPAO, in accordance with the model provided in the Tender File.

39.2. The final bond whose rate, set in the RPAO, varies between 2 and 5 percent of the amount of the contract inclusive of all taxes, increased as the case may be, of the amount of amendments, may be replaced by a guarantee from a banking establishment approved according to the instruments in force, and issued with the Project Owner or Delegated Project Owner as beneficiary or by a personal and joint security.

39.3. Small and Medium-sized Enterprises (SMEs) constituted of national capital and managed by nationals as well as civil society organisations may provide a certified cheque, a bank cheque, a legal mortgage or a guarantee from a banking institution in lieu of a bond issued by a banking establishment or a financial institution approved in accordance with the instruments in force.

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

Special Regulations Governing the Invitation to Tender

References of the RGAO	Description of the provision of the RPAO
A. GENERALITIES	
1.1	<ul style="list-style-type: none"> ✓ Name and address of the Project Owner: The Lord Mayor of Batibo Council ✓ Reference of Invitation to tender: No 10/ONIT/BATIBOCOUNCIL/BCITB/2026 ✓ Number of lots: 01 <p>Definition of works:</p> <p>The works consist in:</p> <ul style="list-style-type: none"> • Reconstruction of the spring catchment intake and renovation of its collection chamber; • Renovation of the existing storage tank; • Construction of an air release valve chamber; • Construction of a control valve chamber; • Construction of two washout valve chambers; • Construction of two standpipes; • Construction of a 4,800m piping network of assorted high density polyethylene pipes. • Physico-Chemical and bacteriological analyses of a sampled water after construction; • Supply of a complete maintenance tool box with spare parts. <p>Information on the work to be carried out is detailed in the unit price schedule, the detailed quantity and cost estimate and the Special Technical Clauses.</p>
1.2.	<p>The provisional deadline for the execution of the works for each lot is: four months</p> <p>This period for each of the lots runs from the date of notification of the administrative order to commence the works.</p>
1.4	<p>Name, subject of the works: Construction of the Anong- Batibo Giant Water Project (Phase 2) in Batibo</p> <p>The work involves several phases: No</p> <p>Preparatory conference for the establishment of proposals: Yes ___ No ___</p> <p><i>[if yes, indicate date, time and place]</i></p>
2	<p>Source(s) of funding:</p> <p>The works subject of this invitation to tender shall be financed by:</p> <p>Budget: PIB MINEE Financial year: 2026 Line</p>
4.2	<p>The invitation to tender is opened to Cameroonian companies categorized to work under the water supply domain.</p>
5.1	<p>Origin/ Source of building materials, materials, and supply of equipment and services.</p> <p><i>No building materials, materials, equipment for use in this project shall be obtained from the following locations: [not applicable]</i></p>
6.2	<p>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.</p>

References of the RGAO	Description of the provision of the RPAO
6.4	Information necessary to prove that the eligibility criteria for national preference are met: <i>[to be inserted]</i>
7.3.	<p>For the purpose of the works site visit to be organised no later than <i>[date to be inserted, if applicable]</i> after publication of the tender notice, the Project Owner's service to be contacted is the SIGAMP Service of Batibo Council:</p> <ul style="list-style-type: none"> ✓ P.O Box <i>[to be inserted]</i> ✓ Tel: <i>[to be inserted]</i> ✓ Fax: <i>[to be inserted]</i> ✓ Email: <i>[to be inserted]</i> <p>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.</p>
9	<p>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 and http://www.publiccontracts.cm, or any other electronic communication means chosen by the Project Owner.</p> <p>Clarifications may be requested no later than <i>[indicate number of days]</i> days before the offers submission date.</p> <p>Requests for clarification must state the full name and address of the applicant and be sent to the following address:</p> <ul style="list-style-type: none"> ➤ 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	<p>The tenderer should produce a three-volume offer, presented as follows:</p> <p>A-Volume I: Administrative documents</p> <p>For bidders based in Cameroon, the documents shall include notably:</p> <ul style="list-style-type: none"> a) <i>The stamped declaration of intention to tender signed by the legal representative or duly appointed agent;</i> <p><i>The bid bond (following the model attached) of an amount of one million seven hundred thousand (1,700,000) and of a validity period of 03 months, established by a first-rate bank or first category financial institution authorised by the Cameroon Minister in charge of Finance to issue bonds for public contracts or any other form provided for by the regulation in force (certified cheque, bank cheque, a legal mortgage), unless otherwise provided for in the financing agreement relating to the subject of the invitation to tender concerned. The validity period of the bid bond must exceed that of the bids by thirty (30) days.</i></p> <ul style="list-style-type: none"> b) <i>The notarised group agreement -----(specify the form of the grouping, notarised or under private seal) and specifying the representative, if applicable (the Project Owner must give preference to several undertakings);</i> c) <i>Power of attorney where necessary;</i> d) <i>A tax clearance certificate issued by the tax authorities and;</i>

References of the RGAO	Description of the provision of the RPAO
	<p>e) A certificate of non-bankruptcy issued by the Court of First Instance or any other document issued by the competent institution of the foreign tenderer's country of residence;</p> <p>f) A certificate of the tenderer's bank domiciliation, issued by a banking establishment or institution authorised by the Cameroon Minister in charge of Finance, unless otherwise provided for in the financing agreement;</p> <p>g) The Tender File purchase fee receipt for the payment of a non-refundable sum of one hundred and thirty-eight thousand (138,000) FCFA payable to the CAS- ARMP Special Account for other Project Owners unless expressly exempted].</p> <p>h) A certificate of non-exclusion from public contracts issued by the body in charge of the regulation of public contracts;</p> <p>i) A clearance certificate issued by the National Social Insurance Fund testifying that the tenderer has met his social obligations towards the said Fund, dated less than three months from the date of signature of the said certificate;</p> <p>j) A valid attestation of categorisation;</p> <p>NB: In the event of categorisation, the Project Owner or Delegated Project Owner defines the additional requirements to be requested from categorised enterprises.</p> <p><i>In the case of a group of enterprises, each member of the group must submit a complete administrative file, documents a, b, g, h must only be presented by the group's representative.</i></p> <p>NB: The required administrative documents must be submitted in originals or true copies certified by the issuing department or the competent administrative authority, in accordance with the provisions of the Special Rules of the Invitation to Tender, failing which they will be rejected. They must be valid on the original deadline for the submission of tenders.</p> <p>B-Volume II: Technical offer</p> <p>It includes:</p> <p>b1 Information on qualification</p> <p>The list of documents to be provided by tenderers to justify their qualification, especially as regards references, equipment and personnel, includes:</p> <p>b.1.1 the letter of submission of the technical proposal</p> <p>b.1.2 Tenderer's references</p> <ul style="list-style-type: none"> • The list of contracts carried out (Project Owner, Subject, Amount, Date of acceptance). by the tenderer as main contractor (or subcontractor) during the last five years in the domain of water supply scheme construction. <p><i>These references must be accompanied by supporting documents, in this case:</i></p> <ul style="list-style-type: none"> • 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. <p>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</p>

References of the RGAO	Description of the provision of the RPAO
	<p>of years of experience or references. <i>These references must be accompanied by supporting documents, in this case:</i></p> <ul style="list-style-type: none"> a) CV; b) Labour contracts; c) Various acts of promotion during the career; <p>b.1.3 Personnel</p> <ul style="list-style-type: none"> • A list of key personnel qualified to carry out the work according to the model attached to the TF. <p><i>NB: Attach a copy of the diploma and proof of experience for the proposed staff, namely:</i></p> <ul style="list-style-type: none"> • 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. <p><i>NB: All the above documents must be true copies, signed and dated within three months of the original deadline for the submission of offers.</i></p> <p>b.1.4 Materials to be used for the execution of the work</p> <p>A list of materials to be mobilised which should include at least: to be specified</p> <p><i>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.</i></p> <p>b.2 Organisation and Methodology</p> <p>The tenderer shall produce a descriptive or methodological note which presents in detail the elements of his technical proposal, including:</p> <ul style="list-style-type: none"> 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; <p>b.3. The tenderer must fill in and sign the following forms:</p> <ul style="list-style-type: none"> • <i>the Integrity Charter</i> • <i>Declaration of commitment to respect social and environmental clauses</i> <p>b.4. Proofs of acceptance of the conditions of the contract</p> <p>The tenderer shall submit dully initialled copies of the following documents:</p> <ul style="list-style-type: none"> e) The Special Administrative Conditions (SAC); f) The Special Technical Clauses (STC). <p><i>NB: Failure to accept the terms of the contract shall cause the elimination of the tenderer.</i></p> <p>b.5. Comments on SAC and STC</p>

References of the RGAO	Description of the provision of the RPAO
	<p>The tenderer must attach the observation note on the SACs and/or the STCs, together with any proposals.</p> <p>b 6- Financial capacity</p> <p>Tenderers must submit in particular:</p> <ul style="list-style-type: none"> ▪ 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 (03) of years, demonstrating the current soundness of the applicant's financial position; ▪ A certificate of financial capacity worth 55,250,000CFA francs issued by a 1st rate approved bank; ▪ Annual turnovers based on a certified balance sheet or a statistical and tax returns, in accordance with the attached model. <p><i>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 lead to financial difficulties during the performance of the Contract, should prompt the chairperson of the committee concerned to seek the opinion of a financial expert when evaluating the tenders].</i></p> <p>In the case of new companies, this situation may be assessed objectively by reference to the applicant's financial capacity (appropriate declarations from banks or authorised financial bodies, or where appropriate, proof of professional risk insurance) and the contract's financing requirements.</p> <p>1. <i>The amount entered (financial capacity) must not normally be less than 30% of the annual turnover or cash flow of the proposed service contract (based on a projection in identical monthly instalments of the cost estimated by the Project Owner, including contingencies, for the duration of the contract).</i></p> <p>2. <i>The period is normally three years.</i></p> <p>3. <i>In case of a group, it may be indicated that each member of the group must meet 25 or 30% of the total amount required and that the leader of a consortium must meet 50 or 60% of the total amount required.</i></p> <p>5. <i>The amount of the turnover must not be set too high as to prevent companies with the required technical and financial capacity from meeting the qualification criteria].</i></p> <p>b-7- certificate that no work has been abandoned during the last three years</p> <p>C. Volume 3: Financial offer</p> <p>This envelope shall include the following documents:</p> <p>c.1 The offer proper, in original, prepared in accordance with the attached model, stamped at the current rate, signed and dated;</p> <p>c.2 The duly filled Unit Price Schedule;</p> <p>c.3. The duly filled detailed quantity and cost estimates;</p> <p>c.4 The sub-detail of prices and/or the breakdown of all-in prices;</p> <p>To this effect, tenderers shall use the documents and models or standard forms provided for in</p>

References of the RGAO	Description of the provision of the RPAO
	<p>the Tender File.</p> <p><i>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.</i></p> <p><i>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.</i></p>
14.3.	<p>Taxes and dues: Prices proposed should be inclusive of all taxes.</p> <p>The contract prices "shall not" be revisable.</p>
15.1.	<p><i>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.</i></p>
15.2.	<p>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.</p>
16.1.	<p>Validity of bids: The period of validity of offers is 90 days from the deadline for the submission of offers.</p>
17.1.	<p>The amount(s) of the bid bond(s) per lot (if applicable) are as follows: one million seven hundred thousand (1,700,000)FCFA;</p>
18.1.	<p>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.</p>
18.3.	<p>Technical variants on the part(s) of the work specified below are permitted within the Technical Specifications: [to be specified]</p>
19.1.	<p>The preparatory meeting ahead of the establishment of bids will be held at the BATIBO Council Hall on the _____ at _____.</p> <p><i>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)</i></p>

References of the RGAO	Description of the provision of the RPAO
20.	<p align="center">Online submission FORM, FORMAT AND SIGNATURE OF THE OFFER</p> <p align="center">[File size and format:</p> <p>For electronic submission, the maximum sizes of the documents that will transit on the platform and constitute the tenderer's offer are as follows</p> <ul style="list-style-type: none"> • 5 MB for the Administrative Offer; • 15 MB for the Technical Offer; • 5 MB for the Financial Offer. <p>The following formats are accepted:</p> <ul style="list-style-type: none"> • PDF format for text documents; • JPEG for images. <p>The candidate shall ensure that compression software is used to reduce the size of the files to be transmitted].</p> <p>For electronic submission, the offer must be sent by the tenderer on the COLEPS platform or any other electronic means of communication indicated by the Project Owner in the DAO.</p> <p>A back-up copy of the offer recorded on a USB key or CD/DVD must be deposited in the services of the PO/DPO or CA concerned in a sealed envelope clearly and legibly marked "back-up copy" and with the tender references within the specified time limit].</p> <p>[For online submission, they must be sent electronically via the COLEPS platform available at http://www.marchespublics.cm or http://www.publiccontracts.cm.</p> <p>Off-line submission</p> <p>Each offer drafted in English or French in seven (07) copies of which one original and six (06) copies of each proposal marked as such, must reach the secretariat of the BATIBO Council Office (SIGAMP Office), no later than __/__/2026 at 10:00am and must be marked as follows on the sealed envelopes:</p> <p align="center"><< OPEN NATIONAL INVITATION TO TENDER N°__/ONIT/BC/BCITB/2026 OF 14/04/2026 FOR THE CONSTRUCTION OF THE ANONG-BATIBO GIANT WATER PROJECT (PHASE 2) IN BATIBO SUBDIVISION, MOMO DIVISION OF THE NORTH-WEST REGION.>></p> <p align="center">"To be opened only during the bid-opening session"</p>
	<p>Call for Tenders Number: Open National Invitation to Tender N°10/ONIT/BATIBOCOUNCIL/BCITB/2026 OF 14/04/2026 for the construction of the Anong-Batibo Giant Water Project (PHASE 2) in the Batibo Subdivision, Momo Division of the North-West Region.</p> <p>For the purpose of submitting offers, the address of the Project Owner or the Delegated Project Owner to be used for sending bids is as follows:</p> <p><i>Department of the Project Owner or the Delegated Project Owner: BATIBO Council</i></p> <p><i>Address:</i></p>
20.1.	<p>The closing date and time for submission of offers are as follows:</p> <p>Date: 08/05/2026 Time: 10:00am</p> <p>The reference time zone is the local time (GMT/UTC + 1) visible on the submission page.</p>
D. SUBMISSION OF OFFERS	

References of the RGAO	Description of the provision of the RPAO
	<p style="text-align: center;">SUBMISSION METHOD</p> <p>The method of submission for this consultation is <i>online, offline, online and offline.</i></p>
	<p style="text-align: center;">E. OPENING OF ENVELOPES AND EVALUATION OF OFFERS</p>
25.1	<ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • 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.
	<p><i>[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].</i></p>
	<p><i>Tenders shall be evaluated on the basis of the following criteria for each lot selected by the tenderer:</i></p> <ul style="list-style-type: none"> ▪ <i>The eliminary 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.</i> <p><i>They are:</i></p> <ul style="list-style-type: none"> ▪ <i>absence of a bid bond at the bid opening session;</i>

References of the RGAO	Description of the provision of the RPAO			
29	<ul style="list-style-type: none"> ▪ failure to submit a document in the administrative file that is deemed to be non-compliant or missing after the deadline of 48 hours after the opening of bids; ▪ false declarations, fraudulent schemes or forged documents; ▪ failure to meet 30/40 essential criteria for qualification of technical offers; ▪ absence of a sworn declaration that no worksite has been abandoned during the last three years; ▪ non-compliance with the file format of the offers; ▪ the absence of a quantified unit price in the financial offer; ▪ the absence of the Integrity charter; ▪ absence of the declaration statement to comply with social and environmental clauses. <p>NB: Depending on the specificity of the service, other relevant criteria may be added when preparing the TF.</p> <ul style="list-style-type: none"> ▪ <i>The so-called essential (primordial or key) criteria, which attest to the technical and financial capacity of the candidates to provide the services subject of the tender. These must be determined according to the nature and consistency of the services to be provided.</i> <p>The essential criteria for the qualification of tenderers for information purpose shall focus on the following:</p>			
MARKING GRID				
N°	CRITERIA	CONFORMITY		OBSERVATIONS
		YES	NO	
GENERAL PRESENTATION OF THE BIDS				
1	Properly bind			
2	Page separators in colour apart from white			
3	Order prescribed respected			
REFERENCES OF THE COMPANY IN THE DOMAIN OF POTABLE WATER SUPPLY				
4	Photocopies of minimum two (02) registered contract (1 st , 2 nd and last pages) certified by a competent authority			
5	Photocopies of minimum two (02) Minutes of reception corresponding to the-joint contracts certified by a competent authority			
PERMANENT OR MOBILIZABLE MATERIAL MEANS				
6	Proof of a concrete vibrator in good operating condition			
7	Proof of a vehicle (Pick up 4 x 4 or van) (owned or hired)			
8	Proof of head pans, rubber buckets, spades, shovels, dig axes, hammers			
QUALIFICATION OF SITE PERSONNEL				
9	Organizational Chart of the company			
10	Organizational Chart of site with comments			
11	Works Director (Civil or Rural Engineer with at least 05 years of experience in similar works)			
12	Certified copy of National identity card not more than three months old			
13	Certified copy of the Diploma of Work Director not more than three months old and signed by an administrative authority			
14	CV signed and dated by the works Director			
15	Attestation of availability			
16	Site foreman (at least Higher Technician in Civil or Rural Engineering with at least 03 years of experience in similar works)			
17	Certified copy of certificate of Foreman			
18	Certified copy of National identity card signed not more than three			

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)			
	<ul style="list-style-type: none"> ▪ <u>Financial capacity</u> 			
	Tenderers must present, in particular:			
	<ul style="list-style-type: none"> ▪ 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 55,250,000CFA 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
	<p><i>For new companies, this situation may be assessed objectively by reference to the applicant's financial capacity (appropriate declarations from banks or authorised financial bodies, or where appropriate, proof of professional risk insurance) and the financing needs for the contract.</i></p> <p><i>1 The amount entered (financial capacity), normally, should not be less than 30% of the annual turnover or cash flow of the proposed Works contract (based on a projection in equal monthly instalments of the cost estimated by the Project Owner, including contingencies, for the duration of the contract).</i></p> <p><i>2 The period is normally three years.</i></p> <p><i>3 In the case of a group, it may be indicated that each member of the group must meet 25 or 30 % of the total amount required and that the representative of a group must meet 50 or 60 % of the total amount required.</i></p> <p><i>5 The amount of the turnover should not be set too high as to prevent companies with the required technical and financial capacities from meeting the qualification criteria].</i></p> <p style="text-align: center;">▪ <u>Proof of acceptance of the terms of the contract</u></p> <p><i>Bidders must submit duly initialled and signed copies, marked "read and approved", of the following administrative and technical documents governing the contract:</i></p> <ul style="list-style-type: none"> ➤ <i>The Special Administrative Clauses (SAC);</i> ➤ <i>The Special Technical Clauses (STC),</i> <p>NB: A detailed evaluation grid consistent with the requirements of the Special Regulations Governing the Invitation to Tender may be attached to these Special Regulations Governing the Invitation to Tender. The said grid and the criteria detailed below must formally specify the procedures for validating a criterion based on the number of sub-criteria met].</p> <p><i>In the event of a conflict between the contents of the Tender File, the elimination of a tender for non-compliance with the provisions of the Tender File must be based solely on the criteria contained in the RPAO, the provisions of which take precedence over those of the other documents.</i></p>
31.2	<p>The currency used for the conversion into a single currency is the CFA franc, the source of the exchange rate being the Bank of Central African States (BEAC).</p> <p>The exchange rate date is: <i>[Select a date between zero and 14 days before the tender expiry date].</i></p> <p>The date of the exchange rate is: <i>[Retain a date that will not be more than twenty-eight (28) days before the deadline for submission of tenders, nor later than the initial date of expiry of the period of validity of offers.</i></p> <p>the exchange rate for converting the bidder's offer into local currency and for converting future detailed accounts into foreign currency shall be that <i>[to be specified, for example, that of the BEAC three working days before the deadline for submission of offers].</i></p>
32.2.(b)	<p>The method of evaluation for costing works to be executed under State supervision is defined as follows: <i>[to be specified if applicable]</i> and the percentage of such work should be specified</p>
32.2.(e)	<p>The execution deadline will be evaluated as follows:(to be specified if applicable)</p> <p><i>[If the execution deadline is a factor in the assessment, the method of assessment should be specified here, in the form of a specific amount per week of delay based on a 'standard' or minimum execution deadline, which amount is related to the estimated prejudice to the Project Owner or Delegated Project Owner. The amount shall not exceed the corresponding amount of penalties for delay set in the SAC].</i></p>

References of the RGAO	Description of the provision of the RPAO
32.2(g)	The method for assessing the technical variants is the following: <i>[To be inserted, where appropriate, with reference to the provisions of the Technical Specifications].</i>
33.1	This tender is opened to National bidders
F- AWARD	
34.1	<i>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.</i>
34.2	<i>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.</i>
39.2	The final bond rate is: one million seven hundred thousand (1,700,000) 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	<p style="text-align: center;">Ethical principles</p> <p>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:</p> <ul style="list-style-type: none"> (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". <p>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".</p>

DOCUMENT No.4
SPECIAL ADMINISTRATIVE CLAUSES
(SAC)

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.

TABLE OF CONTENTS

CHAPTER I Generalities	83
.....	
Article 1. Subject of the contract	83
.....	
Article 2. Contract award procedure	83
.....	
Article 3. Duties and Security	83
.....	
Article 4. Language, applicable laws and regulations	84
.....	
Article 5. Standards	84
.....	
Article 6. Constituent documents of the contract	85
.....	
Article 7. General applicable instruments	85
.....	
Article 8. Communication	87
.....	
CHAPTER II. Execution of works	87
.....	
Article 9. Consistency of the works	87
.....	
Article 10. Contract execution deadline	87
.....	
Article 11. Obligations of the Project Owner or Delegated Project Owner	88
.....	
Article 12. Administrative orders	88
.....	
Article 13. Roles and responsibilities of the Administration's Contracting Partner	90
.....	
Article 14. Conditional tranches contracts	91
.....	
Article 15. Contractor's personnel and equipment	92
.....	
Article 16. Documents to be provided by the Contractor	93
.....	
Article 17. Provision of documents and Worksite	95
.....	

Article 18. Insurance of Structures and Civil Liability	95
Article 19. Subcontracting	96
Article 20. Site laboratory and trials	97
Article 21. Site logbook and meetings	97
Article 22. Use of explosives	98
CHAPTER III: Acceptance	98
Article 23. Documents to be provided prior to technical acceptance	98
Article 24. Provisional acceptance	98
Article 25. Documents to be provided after execution	101
Article 26. Contractual guarantee / maintenance during the guarantee period	101
Article 27. Final acceptance	101
Article 28. Legal guarantee	102
CHAPTER IV. Financial Clauses	102
Article 29. Contract price	102
Article 30. Place and method of payment	102
Article 31. Guarantees and bonds	103
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
Article 43. Stamp duty and registration of contracts	110
CHAPTER V. Miscellaneous provisions	110
Article 44. Termination of the contract	110
Article 45. Case of force majeure	111
Article 46. Disputes and Litigation	111
Article 47. Production and dissemination of this contract	112
Article 48 and last. Validity and entry into force of the contract	112

Chapter I: Generalities

Article 1: Subject of the contract

The purpose of this contract is the **construction of the Anong- Batibo Giant Water Project (Phase 2) in Batibo Subdivision, Momo Division of the North-West Region.**

Article 2: Contract award procedure

This jobbing order is awarded after an Open National Invitation to tender, following procedures laid down for the award of public contracts in Cameroon.

Article 3: Duties and security

For the application of the provisions of this contract, it is specified that:

3.1 Duties (see. Public Contracts Code)

For the application of the provisions of this contract, it is specified that:

- **The Project Owner shall be the Mayor of BATIBO Council:** He signs the contract, orders payment of services, ensures the preservation of originals of the documents relating thereto and the transmission of copies to the Authority in charge of Public Contracts and the Public Contracts Regulatory Body and to the Ministry in charge of Public Contracts or its relevant devolved service;
- **The Contract Manager shall be the Divisional Delegate of MINEE for Momo.** He ensures compliance with administrative, technical and financial clauses and contractual time-limits. He is responsible for the general management of the execution of services, he makes all the technical and financial arrangements and represents the Project Owner or the Delegated Project Owner in the competent dispute arbitration bodies. He provides the Project Owner or Delegated Project Owner with general administrative, financial and technical assistance during the definition, development, execution and acceptance stages of the works covered by the contract.
- **The Contract Engineer shall be the Divisional Delegate of MINEE for Momo.** He is accredited by the Project Owner to monitor the contract execution under the supervision of the Contracts Manager to whom he reports;
- **The Project Manager** of this contract shall be the **CDO of BATIBO Council** Herein after referred to as the Project Manager; He is responsible for defending the interests of the Project Owner or the Delegated Project Owner at the definition, preparation, execution and acceptance stages of the services under the contract.
- **The body responsible for external control of public contracts** is the Ministry in charge of public contracts. The Ministry of Public Contracts or its relevant devolved service is responsible for checking that the contract has been properly executed, issuing the required prior approvals and approving the general and final detailed account.
- **The Administration's contracting partner or the contract holder** is [To be specified] and is responsible for executing the services under the contract.

3.2. Security

For the purpose of applying the security regime provided for in Article 150 of Decree No. 2018/366 of June 20, 2018 on the Public Contracts Code, the duties are defined as

follows:

- The authority in charge of ordering payment shall be the **Mayor of BATIBO Council**.
- The body or official in charge of payment shall be the Municipal Treasury of **BATIBO Council**;
- 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.

Article 7- General applicable instruments

This contract is subject to the following general instruments:

1. Law No. 75/15 of 8 December 1975 on compulsory insurance of construction risks;
2. Law No. 92/007 of 14 August 1992 on the Labour Code;
3. Law No. 2015/018 of 21 December 2015 governing commercial activity in Cameroon;
4. Law No. 98/013 of 14 July 1998 on competition;
5. Law No. 096/12 of 5 August 1996 framework law on environmental management;
6. Law No. 2018/012 of 11 July 2018 on the financial regime of the State;
7. Law No. 2016/17 of 14 December 2016 on the Mining Code;
8. Law No 2025/012 of 17th December 2025: Finance law of the Republic of Cameroon for the 2026
9. financial year;
10. Framework Law No. 2011/012 of 6 May 2011 on Consumer Protection in Cameroon;
11. Law N°. 2018/011 of 11 July 2018 on the code of transparency and good governance in the management of public finances in Cameroon;
12. Decree N°. 77-318 of 17 August 1977 on the application of Law No. 75-15 of 8 December 1975 making compulsory construction risks insurance;
13. Decree N°. 2012/075 of 8 March 2012 to organise the Ministry of Public Contracts in its provisions not contrary to the Public Contracts Code;
14. Decree N°. 2001/048 of 23 February 2001 on the setting up, organisation and functioning of the Public Contracts Regulatory Agency and its subsequent amending instruments;
15. Decree N°. 2005/577 of 23 February 2005 laying down the procedures for carrying out environmental impact studies;
16. Decree N°. 2011/408 of 9 December 2011 to organise the Government, as amended and completed by Decree No. 2018/190 of 2 March 2018;
17. Decree N°. 2014/0611/PM of 24 March 2014 to lay down the conditions for the use and application of the Labour-intensive Approach (HIMO);
18. Decree N°. 2018/366 of 20 June 2018 to institute the Public Contracts Code and its implementing instruments;
19. The order to put into force the General Administrative Clauses (GAC) applicable to public works contracts in force;
20. Order N° 212/A/MINMAP of 28th September 2021 organizing the functioning of SIGAMP;
21. Circular letter No 000019/LC/MINMAP of 05th June 2024 concerning the modalities of constitution, deposit, conservation, restitution and withdrawal of guarantee on Public Contract;
22. Circular N° 0001877/C/MINFI of 31st December 2025 bearing instructions relating to the implementation of the Finance laws, the monitoring and control of the execution of the Budgets of the State and other entities for the 2026 fiscal year;

23. The Circular N° 0001879/C/MINFI of 31st December 2025 relating to the execution, the monitoring and control of the execution of the budgets of the Regional and Local Authorities for the financial year 2026;
24. Instruments governing other trades;
25. Other instruments specific to the field concerned by the contract;
26. The standards in force.

Article 8: Communication

Only communications in writing should be considered within the framework of this contract and the notifications sent to the following address:

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

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

- Reconstruction of the spring catchment intake and renovation of its collection chamber;
- Renovation of the existing storage tank;
- Construction of an air release valve chamber;
- Construction of a control valve chamber;
- Construction of two washout valve chambers;
- Construction of two standpipes;
- Construction of a 3,170m piping network of assorted PVC pipes.
- Physico-Chemical and bacteriological analyses of a sampled water after construction.

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**.

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, authorisations, approvals, and licences from the relevant local, regional or national authorities or government services necessary for the execution of the Contract and which are within the scope of his obligations.

11.3 If the administration's contracting partner so requests, the Project Owner or Delegated Project Owner shall do his utmost best, to help him obtain in time and with all due diligence from the local, regional or national administrations or public services, the permits, authorisations and licences required by these bodies for the contractor, his subcontractors or the contractor's or his subcontractors' personnel, as the case may be, to carry out the Contract.

11.4 The Project Owner will protect the contractor against any threats, outrage, violence, assaults, insults or defamation to which he may be victim as a result of or in connection with the performance of his duties.

Article 12: Administrative orders

The various administrative orders shall be prepared and notified under the following conditions:

12.1. Once the contract has been notified to the contract holder, the Project Owner or the Delegated Project Owner has fifteen (15) calendar days to sign the works start-up service order. This Service Order is notified to the contractor by the Contract Manager within seven (7) calendar days. A copy of the said Service Order is sent to the Ministry in charge Public Contracts or its relevant devolved service, to the Regulatory Body, to the Contract Manager, to the Contract Engineer, to the Paying Body and to the Project Manager, if applicable.

12.2 The administrative orders having an incidence on the amount and/or contract deadline, shall be signed by the Project Owner under the following conditions:

- a) where an administrative order is likely to cause contract amount overrun, its signature is subject to proof of funding from the Project Owner or the Delegated Project Owner;

- b) In case of contract amount overrun, changes can only be made through an amendment and additional services can be paid for only after the amendment has been signed by the Project Owner or the Delegated Project Owner;
- c) Administrative orders for additional services may be signed by the Project Owner or Delegated Project Owner and regularised later through an amendment, as long as their financial incidence is less than ten percent (10) of the contract amount.

A copy of the administrative orders referred to above will be sent to the Contract Manager, the Contract Engineer, the Paying Body and the Project Manager if applicable.

- d) The Paying Body's prior visa may possibly be required before the signature of those having an incidence on the amount;
- e) In any case, any modification affecting the technical specifications or the special technical clauses shall be subject of prior study on the scope, cost and contract deadlines.

12.3 Administrative Orders of technical nature linked to the normal progress of the work shall be signed directly by the Contract Manager and notified to the Contractor by the Engineer or the Project Manager (if applicable) with a copy to the Minister in charge of Public Contracts, to the Regulatory Body and the Paying Body.

12.4 Administrative orders serving as formal notice shall be signed by the Project Owner or the Delegated Project Owner and notified to the Contractor by the Contract Manager, with a copy to the Minister in charge of Public Contracts, the Regulatory Body, the Contract Engineer and the Project Manager if applicable.

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.

Conflict of interest shall refer to any situation in which the contractor could make direct or indirect profits from a contract awarded by the Project Owner to whom he is consulted or any situation in which he has sufficient personal or financial interests to compromise his impartiality in the discharge of his duties or of such a nature as to adversely affect his judgement.

13.5 The contracting partner is bound by professional secrecy with regard to third parties, concerning information, intelligence and documents gathered or brought to his knowledge during the execution of the contract.

In this respect, the documents drawn up by the contractor during the execution of the contract may only be published or communicated with the Project Owner's written approval.

When submitting the final report, the contracting partner must return all documents borrowed from the Project Owner.

13.6 The other party and its associates or subcontractors shall refrain during the term of the contract, and at the end of the contract for [six (6) months], from supplying goods,

