

REPUBLIQUE DU CAMEROUN
PAIX-TRAVAIL-PATRIE

MINISTERE DE L'ADMINISTRATION
TERRITORIALE

REGION DU NORD-OUEST

SERVICE DU GOUVERNEUR

REPUBLIC OF CAMEROON
PEACE-WORK-FATHERLAND

MINISTRY OF TERRITORIAL
ADMINISTRATION

NORTH-WEST REGION

GOVERNOR'S OFFICE

**THE NORTH WEST REGIONAL TENDERS BOARD
OPEN NATIONAL INVITATION TO TENDER**

TENDER FILE

OPEN NATIONAL INVITATION TO TENDER

N° 027 / ONIT / NWRTB / GOV-NW / 2026 OF 17 / 09 / 2026 FOR THE
CONSTRUCTION OF A MINI WATER SUPPLY SCHEME FOR POTABLE WATER
IN LIP-GOM IN NWA SUB DIVISION, DONGA MANTUNG DIVISION, NORTH
WEST REGION BY EMERGENCY PROCEDURE.

**DELEGATED CONTRACTING AUTHORITY: THE GOVERNOR OF THE NORTH WEST
REGION**

PROJECT OWNER: THE REGIONAL DELEGATE OF MINEPAT NORTH WEST

FUNDING: PUBLIC INVESTMENT BUDGET OF MINEPAT 2026

AUTHORISATION NO:

IMPUTATION NO: 22 261433000004 041 523412

FINANCIAL YEAR 2026

TABLE OF CONTENT

Document No. 1: Tender notice

Document No. 2: General Regulations of the invitation to tender

Document No. 3: Special Regulations of the invitation to tender

Document No. 4: Special Administrative Conditions

Document No. 5: Special Technical Conditions

Document No. 6: Schedule of unit prices

Document No. 7: Bill of quantities and cost estimates

Document No. 8: The sub-detail of prices

Document No. 9: Model contract

Document No. 10: Model documents to be used by bidders

Document No. 11: Justifications of preliminary studies

Document No. 12: List of banking establishments and financial bodies authorised to issue
bonds for public contracts

Document No. 1

Tender Notice

REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

MINISTERE DE L'ADMINISTRATION
TERRITORIALE

REGION DU NORD OUEST

SERVICE DU GOUVERNEUR



REPUBLIC OF CAMEROON

Peace – Work – Fatherland

MINISTRY OF TERRITORIAL ADMINISTRATION

NORTH WEST REGIONAL

GOVERNOR'S OFFICE

TENDER NOTICE OPEN NATIONAL INVITATION TO TENDER

N°*027*...../ONIT/NWRTB/GOV-NW/2026 OF *07* /*09* /2026 FOR THE
CONSTRUCTION OF A MINI WATER SUPPLY SCHEME FOR POTABLE WATER IN
LIP-GOM IN NWA SUB DIVISION, DONGA MANTUNG DIVISION, NORTH
WEST REGION BY EMERGENCY PROCEDURE.

Financing: MINEPAT Public Investment Budget of 2026

1. **Subject of the invitation to tender:**

Within the framework of 2026 Public Investment Budget, the Governor of the North West Region, Delegated Contracting Authority hereby launches an Open National Invitation to Tender
FOR THE CONSTRUCTION OF A MINI WATER SUPPLY SCHEME FOR POTABLE
WATER IN LIP-GOM IN NWA SUB DIVISION, DONGA MANTUNG DIVISION, NORTH WEST
REGION BY EMERGENCY PROCEDURE.

2. **Nature of work:**

Work to be done consists of

- 100 SITE INSTALLATION
- 200 STRUCTURES
- 300 EARTH WORKS
- 400 PIPE WORKS
- 500 CATCHMENT PROTECTION
- 600 PROJECT SUSTAINABILITY

3. **Execution Deadline**

The maximum duration provided by the Delegated Contracting Authority for the execution of the works forming the subject of this invitation to tender is **Three (03) calendar months**

4. **Lots:**

The work is in a unique lot as follows

FOR THE CONSTRUCTION OF A MINI WATER SUPPLY SCHEME FOR POTABLE WATER IN LIP-GOM IN NWA SUB DIVISION,
DONGA MANTUNG DIVISION, NORTH WEST REGION BY EMERGENCY PROCEDURE.

5. **Estimated cost**

The estimated cost after preliminary studies is **50 000 000(FIFTY MILLION) FCFA.**

6. Participation and origin

Participation in this invitation to tender is opened to all national companies specialized in building construction and public works who are duly categorised.

7. Financing

Works which form the subject of this invitation to tender shall be financed by the 2026 Public Investment Budget of the Ministry The Economy, Planning and Regional Development Budget Head N°22 2614 33000004 041 523412

8. Bid bond

Each bidder must include in his administrative documents, a bid bond in line with the prescription of Caisse des Depots et Consignations (CDEC) approved by the Ministry in charge of finance and whose list is found in this Consultation File, of an amount of **One Million (1,000,000) francs CFA** and valid for thirty (30) days beyond the date of validity of bids.

9. Consultation of file

The file may be consulted during working hours at the Governor of North-West Region office in Bamenda or online using the address; www.marchespublics.cm, as soon as this notice is published.

10. The Acquisition of the Tender file

The file will be obtained online in the MINMAP/COLEPS platform www.publiccontracts.com as soon as this tender notice is published against payment of a non-refundable sum of **64,300 (Sixty-four Thousand Three Hundred Francs CFA)**, payable at the Public Treasury, representing the cost of purchasing the tender file.

11. Presentation of consultation file:

The bids prepared in English or in French shall be sent in three (03) volumes as follows:

- A) Containing the administrative documents (Volume 1);
- B) Containing the technical documents (Volume 2);
- C) Containing the financial documents (Volume 3);

The three (03) volumes shall then be enclosed in a folder bearing only the reference of the Tender in question. The different documents of each offer shall be numbered as indicated in the tender and separated by dividers of the same colour.

12. Submission of bids:

Each offer drafted in English or French will be submitted online in the MINMAP/COLEPS platform www.publiccontracts.com not later than 09 / 10 /2026 at 11 AM local time. A backup copy of the Tender saved in a USB key or a CD/DVD must be sent in a sealed envelope with a clear and legible indication "backup copy" within the time limit and should carry the inscription

"Open National Invitation to Tender N°...../ONIT/NWRTB/GOV-NW/2026 of /..... /2026

FOR THE CONSTRUCTION OF A MINI WATER SUPPLY SCHEME FOR POTABLE WATER IN LIP-GOM IN

NWA SUB DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION BY EMERGENCY

PROCEDURE

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

File size and format

The maximum size of the document that will be lodged on the COLEPS platform shall be constituted of the bidders offer as:

- 5 MB for Administrative Offers
- 15 MB for Technical Offers
- 5MB for Financial

Supported format shall include

- PDF format for text document
- JPEG format for images

The tendered shall use compression software to reduce the size of the file to be submitted.

13. Admissibility of bids

For fear of being rejected, only originals or true copies certified by the issuing services or administrative authorities must imperatively be produced in accordance with the Special Regulations of the invitation to tender. They must obligatorily not be older than three (3) months preceding the date of submission of bids or may be established after the signature of the tender notice. Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible.

14. Period of validity of Bids

Bidders shall remain bound by their bids for a period of 90 days from date of opening of the bids.

15. Opening of bids

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place online in the MINMAP/COLEPS platform www.publiccontracts.com on the 09 / 10 /2026 at 12 noon local time, in the conference hall of the regional Tenders' Board, by its competent Members. Only bidders may attend or be represented by duly mandated persons of their choice. The bids will be evaluated exclusively of value added tax (EVAT) and all taxes inclusive (ATI) and accompanied by a signed model submission

16. Evaluation criteria

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

A. Eliminatory criteria

1. The absence insufficient of bid bond document in the administrative file;
2. Non respect of forty-eight (48) hours given for absence or non-conformity of a document in the administrative file;
3. Non respect of 75% of essential criteria;
4. Deadline for execution more than that prescribed;
5. False declaration or falsified documents;
6. Omission in the financial document of quantified price in the bill of quantities
7. Failure to provide a backup copy of offers saved in a USB key or a CD/DVD on time;
8. Failure to comply with the format of file type and size for online submission;
9. Failure to present a CDEC receipt or proof of deposit of the amount of the bid bond requested into the Deposit and Guarantee Fund.
10. Failure to present a certificate of categorization or receipt of deposit of file for categorisation of the enterprise in the "Hydraulic (water)" sub Sector of activities

B: Essential criteria

1. General presentation of the tender files;
2. References of the company in similar works;
3. Quality of the personnel;
4. Technical organisation of works;
5. Logistics;
6. Financial capacity;
7. Attestation and report of site visit
8. Special Technical Clauses initialled on all the pages and sign on the last page;
9. Special Administrative Clauses completed and initialled on all the pages and sign on the last page;
10. Safety measures on the site.

The criteria for the qualification of bidders shall be as follows:

The details of essential criteria are given in the Special Tender Regulation (STR). This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 75% of the essential criteria taken in account.

17. Award

This evaluation will be done in a purely a purely binary method with a positive (**yes**) or negative (**no**) with an acceptable minimum of **75%** of the essential criteria taken into account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest reasonable amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **75%** of the essential criteria.

Pursuant to justification by bidder, unconvincing abnormally low costing will not be accepted spelled out in the Special Regulations of the invitation to tender of this consultation.

18. Complementary information

Additional technical information may be obtained the Regional Delegate of MINEPAT, North West. Bamenda.

Done at Bamenda on the, 27 SEPT 2026

THE Governor
(DELEGATED CONTRACTING AUTHORITY)

Copies:

- RD MINEPAT/NW/B'DA
- RD MINMAP NW
- ARMP BAMENDA
- Chairperson of NWRTB
- Notice Board
- File/archive



**FOR THE GOVERNOR
AND BY DELEGATION
THE INSPECTOR GENERAL**

Ignatius Ekale Netonda
Senior Administrative Officer
Super Scale



AVIS D'APPEL D'OFFRE

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°
027/AONO/GOUV/CPMNO/2026 DU 17 / 10 2026 POUR LA
CONSTRUCTION D'UNE MINI-ADDUCTION D'EAU POTABLE A LIP-
GOM DANS L'ARRONDISSEMENT DE NWA, DEPARTEMENT DU
DONGA MANTUNG, REGION DU NORD- OUEST PAR PROCEDURE
D'URGENCES

Financement : Budget d'Investissement Public (BIP) du MINEPAT, exercice 2026

1. Objet de l'appel d'offres :

Dans le cadre du Budget d'Investissement Public de l'exercice 2026, le Gouverneur de la Région du Nord-Ouest, Autorité Contractante Déléguée lance un APPEL D'OFFRES NATIONAL OUVERT N° ___/AONO/GOUV/CPMNO/2026 DU ___ / ___ 2026 POUR LA CONSTRUCTION D'UNE MINI-ADDUCTION D'EAU POTABLE A LIP-GOM DANS L'ARRONDISSEMENT DE NWA, DEPARTEMENT DU DONGA MANTUNG, REGION DU NORD- OUEST

2. Nature des travaux :

- 100 SITE INSTALLATION
- 200 STRUCTURES
- 300 EARTH WORKS
- 400 PIPE WORKS
- 500 CATCHMENT PROTECTION
- 600 PROJECT SUSTAINABILITY

3. Le délai d'exécution

Le délai maximum d'exécution prévu par le Maître d'Ouvrage pour les travaux faisant l'objet du présent appel d'offres est de trois (03) mois calendaires.

4. Allotissement

Les travaux sont regroupés dans un unique lot.

5. Coût prévisionnel

Le coût prévisionnel des travaux à l'issue des études préalables est de **cinquante million (50, 000,000) Francs CFA.**

6. Participation et origine

La Participation à cette consultation est ouverte aux entreprises de droit camerounais qui se seront conformés aux lois fiscales et ont une bonne expérience dans le domaine intéressé et catégorisé.

7. Financement

Les prestations, objet du présent Appel d'Offre est financé par le Budget d'Investissement Public du Ministère L'Economie, de la Planification et de L'Aménagement du Territoire pour l'année 2026.

8. Cautionnement de soumission

Chaque soumissionnaire doit inclure dans ses documents administratifs, un cautionnement de soumission suivant la prescription de la CAISSE DES DEPOTS ET CONSIGNATIONS (CDEC) agréée par le Ministère en charge des finances et dont la liste se trouve dans le dossier de consultation, d'un montant **d'Un Million (1,000,000) francs CFA** et valable trente (30) jours au-delà de la date de validité des offres

9. Consultation du Dossier d'Appel d'Offres

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables au Bureau du Gouverneur de la Région du Nord-Ouest ou en ligne à l'adresse : www.marchespublics.cm dès Publication du présent avis.

10. Acquisition du Dossier d'Appel d'Offres

Le dossier sera obtenu en ligne sur la Platform www.publiccontracts.com du MINMAP/COLEPS dès la publication du présent avis de marché contre paiement d'une somme non remboursable de **64,300(soixante-quatre mille trois cents) francs CFA**, payable au Trésor Public, représentant le coût d'achat du dossier d'appel d'offres.

11. Remise des offres

La méthode de remise doit être en ligne et rédigée en français ou en anglais.
L'offre devra être déposée par le soumissionnaire sur la plateforme COLEPS au plus tard de le 29/10/2026 à 11 h 00. Une copie de sauvegarde de l'offre sauvegardée sur une clé USB ou un CD/DVD devra être envoyée dans une enveloppe fermée avec la mention claire et lisible « copie de sauvegarde » portant le libellé dans le délai impact

A MONSIEUR LE GOUVERNEUR DU NORD OUEST AUTORITE CONTRACTANTEDELEGUE
APPEL D'OFFRES NATIONAL OUVERT N° ____/AONO/GOUV/CPMNO/2026 DU ____/____ 2026 POUR LA
CONSTRUCTION D'UNE MINI-ADDITION D'EAU POTABLE A LIP-GOM DANS L'ARRONDISSEMENT DE
NWA, DEPARTEMENT DU DONGA MANTUNG, REGION DU NORD- OUEST
«A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT»

Taille et format du fichier :

Pour l'en chères en ligne, la taille maximale de documents qui seront téléchargés sur la plateforme et constituant l'offre du soumissionnaire sera de ;

- 5Mo pour les offres administratives,
- 15Mo pour les offres Techniques,
- 5Mo pour les offres financements.

Les formats pris en charge doivent inclure :

- Formats PDF pour documents textes,
- Formats JPEG pour les images.

Le soumissionnaire devra utiliser un logiciel de compression pour réduire la taille du fichier à soumettre

12. Recevabilité des offres

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une

autorité administrative (Gouverneur, Préfet, Sous-préfet,), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres.

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

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

13. Présentation du dossier de consultation :

L'offre préparée en Anglais ou en Français devra être envoyée en trois (03) volumes comme suit :

- A) contenant les documents administratifs (Volume 1);
- B) contenant les documents techniques et financiers (Volume 2);
- C) contenant les documents financiers (Volume 3);

Les trois (03) volumes seront alors enfermés dans une seule enveloppe scellée portant uniquement la référence du devis en question. Les différents documents de chaque offre seront numérotés comme indiqué dans l'offre et séparés par des intercalaires de même couleur.

14. Ouverture des Offres

Les offres seront ouvertes en une seule phase. L'ouverture des documents administratifs, les offres techniques et financières auront lieu en ligne sur la plateforme www.publiccontracts.com du MINMAP/COLEPS le 09/10/2026 à 12 heures, heure locale, dans la salle des conférences du bureau désigné par le maître d'ouvrage, par la Commission Régionale des marchés de la région du Nord-Ouest. Seuls les soumissionnaires peuvent assister ou se faire représenter par des personnes dûment mandatées de leur choix.

15. Durée de validité des offres

Les Soumissionnaires resteront liés par leurs offres pour une période de 90 jours à compter de la date d'ouverture des offres.

16. Evaluation des offres

Les offres seront évaluées sur la base des critères ci-après :

A: critères Éliminatoires

1. Absence ou insuffisance de la caution provisoire de soumission ;
2. Non-respect du délai de 48 hrs pour non-conformité ou absence de document dans le dossier administratif.
3. Délai d'exécution supérieur à celui prescrit (supérieur à quatre mois)
4. Proposition de l'Offre Financière supérieure au montant de l'enveloppe ;
5. Fausse déclaration ou documents falsifiés ;
6. Le non-respect de 75% des critères essentiels
7. Omission d'un prix quantifié dans le devis ;
8. Défaut de fournir une copie de l'offre sauvegardée sur une clé USB ou un CD/DVD à temps
9. Défaut de se conformer au format du type de fichier et de la taille pour la soumission en ligne ;
10. Défaut de présenter un reçu du CDEC ou une preuve de dépôt du montant de la caution de soumission exigée auprès du Fonds de dépôt et de garantie ;
11. Défaut de présenter un certificat de catégorisation ou un reçu de dépôt du dossier de catégorisation de l'entreprise dans le sous-secteur d'activité « hydraulique (eau) ;

B: critères Essentiels

1. Présentation Générale des dossiers d'Appel d'Offres ;
2. Références de l'Entreprise ;
3. Qualification du personnel d'encadrement ;
4. Organisation technique des travaux;
5. La logistique;
6. La capacité financière;

7. Attestation et rapport de visite du site,
8. Les Clauses Techniques Particulières paraphées dans toutes les pages ;
9. Les Clauses Administratives Particulières dûment remplies et paraphées dans toutes les pages ;
10. Mesures de sécurité sur le site.
Les critères concernant la qualification du soumissionnaire seront les suivants :
Les détails des critères essentiels sont précisés dans le Règlement Particulier de l'Appel d'Offres (RPAO).
Cette évaluation sera faite sur une base purement positive (oui) ou négatif (aucun) avec un minimum acceptable d'au moins 75% des critères essentiels.

17. Attribution

Le contrat sera accordé au Soumissionnaire ayant proposé l'offre la moins distante et remplissant les capacités techniques et administratives conformément aux règlements d'Appel d'Offres et ayant satisfait à 100% les critères éliminatoires et au moins 75% les critères essentiels.

18. Renseignements complémentaires

Les renseignements techniques complémentaires peuvent être obtenus auprès de la Délégation Régionale de MINEPAT du Nord-Ouest,

Fait à Bamenda, le

17 SEPT 2026

LE Gouverneur
(DELEGUE AUTORITE CONTRACTANTE)
FOR THE GOVERNOR
AND BY DELEGATION
THE INSPECTOR GENERAL

Copies

Ampliations:

- RD MINEPAT/NW/B'DA
- RD MINMAP NW
- ARMP;
- Présidents CPM;
- Affichage.
- Chrono/archive



Ignatius Ekale Netonda
Senior Administrative Officer
Super Scale

DOCUMENT NO. 2:
GENERAL REGULATIONS OF THE INVITATION TO TENDER

Table of content

A. General

Article 1: Scope of the tender

Article 2: Financing

Article 3: Fraud and corruption

Article 4: Candidates admitted to compete

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

Article 6: Qualification of bidder

Article 7: Visit of site of works

B. Tender File

Article 8: Content of Tender File

Article 9: Clarifications on Tender File

Article 10: Modification of the Tender File

C. Preparation of Tenders

Article 11: Tender fee

Article 13: Constituent documents of the bid

Article 14: Amount of bid

Article 15: Currency of bid and payment

Article 16: Validity of bids

Article 17: Bid bond

Article 18: Varying proposals by bidders

Article 19: Preparatory meeting to the establishment of bids

Article 20: Form and signature of bids

D. Submission of bids

Article 21: Sealing and marking of bids

Article 22: Data and time-limit for submission of bids

Article 23: Out of time-limit bids

Article 24: Modification, substitution and withdrawal of bids

E. Opening of bids and evaluation of offers

Article 25: Opening of bids

Article 26: Confidential nature of the procedure

Article 27: Clarifications on the offer and contact with Contracting Authority

Article 28: Determination of their conformity

Article 29: Qualification of the bidder

Article 30: Correction of errors

Article 31: Conversion into a single currency

Article 32: Evaluation of financial offers

Article 33: National preference

F. Award of the contract

Article 34: Award

Article 35: Right of the Contracting Authority to declare an invitation to tender unsuccessful or to cancel a procedure

Article 36: Cancellation of invitation to tender or declared unsuccessful

Article 37: Notification of the award of the contract

Article 38: Signature of the contract

Article 39: Final bond.

GENERAL RULES OF THE INVITATION TO TENDER

A. General

Article 1: Scope of the tender

- 1.1 The Delegated Contracting Authority as defined in the Special Regulations of the invitation to tender hereinafter referred to as "Delegated Contracting Authority" hereby launches an Open National Invitation to tender for The construction of a mini water supply scheme for potable water in Lip-Gom In Nwa Sub Division, Donga Mantung Division, North West Region as described in the Tender File and briefly described in the Special Regulations.

The name and identification number which form the subject of the invitation to tender features in the Special Regulations of the invitation to tender.

Here in after reference is made to it under the term "works".

- 1.2 The retained bidder or the successful bidder must complete the works within the time- limit indicated in the Special Regulations and which time-limit runs from the date of notification of a service order to start work.
- 1.3 In this Tender File, the terms "day" means a calendar day.

Article 2: Financing

The source of financing of the works forming the subject of this invitation to tender shall be specified in the Special Regulations.

Article 3: Fraud and corruption

- 3.1 The Delegated Contracting Authority requires from bidders and contractors the strict respect of rules and professional ethics during the award and execution of public contracts. By virtue of this principle, the Delegated Contracting Authority:
- a) defines, within the context of this clause, the following expressions in the following manner:
 - i) Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
 - ii) is involved in "fraudulent manoeuvres" whoever warps or distorts facts in order to influence the award or execution of a contract;
 - iii) "Collusive practices" mean any form of agreement between two or among several bidders (whether the Delegated Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition;
 - iv) And "coercive practices" mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.
 - b) Will reject any award proposal if it determines that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

Article 4: Candidates allowed compete

- 4.1 If the invitation to tender is restricted, consultation is addressed to all candidates retained after a pre-qualification procedure.
- 4.2 Generally, the invitation to tender is addressed to all suppliers, subject to the following provisions:
- (a) A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
 - (b) A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest.
A bidder shall be judged to be in a situation of conflict of interest if he:
 - i) is associated or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
 - ii) Presents more than one offer within the context of invitation to tender, except authorised variants according to article 18, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one offer.
 - (c) The bidder must not have been excluded from bidding for public contracts.
 - (d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is:
 - (i) Legally and financially autonomous,
 - (ii) Managed according to commercial laws
 - (iii) Not under the direct supervisory authority of the Delegated Contracting Authority.

Article 5: Building materials, supplies equipment and authorised services

- 5.1 Building materials, the contractor's materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of the contract shall be limited to the said building materials, supplies, equipment and services.

- 5.2 Within the meaning of this 5.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

Article 6: Qualification of bidder

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

- (a) submit a power of attorney making the signatory of the offer bound by the offer; and
- (b) Update the information included in their request for pre-qualification which may have changed (or provide this information, in case of open invitation to tender).

Where necessary, bidders should update the information relating to the following points:

- (i) Access to a credit line or availability of other sources of funding; considering the scope of the services, the production of recent balance sheets and turnovers may be required;
- (ii) Orders acquired and contracts awarded;
- (iii) Pending litigations; and
- (iv) Availability of essential equipment.

6.2 Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:

- (a) The offer must include all the information listed in article 6(1) above;
 - (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) must be specified and justified with the production of a joint venture agreement in due form;
 - (d) The member of the group designated as the representative will represent all the undertakings vis à vis the Delegated Contracting Authority with regards to the execution of the Contract.
 - (e) In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Delegated Contracting Authority into a single account; on the other hand, each undertaking is paid in its own account by the Delegated Contracting Authority where it is several co-contracting.
- 6.3 Bidders must equally present sufficiently detailed proposals to demonstrate that they conform to the technical specifications and delivery time-limits set in the Special Regulations of the invitation to tender.

Article 7: Site visit

- 7.1 The bidder is advised to visit and inspect the works and its environs and obtain by himself and under his own responsibility, all the information which may be necessary for the preparation of the offer and the execution of works. The related cost of the visit of the site shall be at the expense of the bidder.
- 7.2 The Delegated Contracting Authority shall authorise the bidder and his employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his employees and agents free the Delegated Contracting Authority, his employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss of material damages, costs and fees incurred from this visit.
- 7.3 The Delegated Contracting Authority may organise a visit of the site of works during the preparatory meeting to establishing the offers mentioned in article 19 of the General Regulations of the invitation to tender.

B. Tender File

Article 8: Content of Tender File

- 8.1 The Tender file describes works forming the subject of the contract, sets the consultation procedure of contractors and specifies the terms of the contract. Besides the addendum (addenda) published in accordance with article 10 of the General Regulations of the invitation to tender, it includes the following documents:
- a. The letter of invitation to tender (for restricted invitation to tender);
 - b. The tender notice;
 - c. The General Regulations of the invitation to tender;
 - d. The Special Regulations of the invitation to tender;
 - e. The Special Administrative Conditions;
 - f. The Special Technical Conditions;
 - g. The price schedule;
 - h. The bill of quantities and estimates;
 - i. The sub details of prices;
 - j. Model tender letter;
 - k. Model bid bond;
 - l. Model of bank guarantee in replacement of the retention fund;
 - m. Model contract;

- n. List of banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds.

Drawings

- 8.2 The bidder must examine all the rules, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare an offer in conformity with all aspects of the said file. Any inadequacy may lead to a rejection of his offer.

Article 9: Clarifications on the Tender File

- 9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Governor of the North West Region Room No address indicated in the Special Regulations of the invitation to tender. The Governor of the North West Region Room No replies in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of offers.

A copy of the Authority's in Charge of Public Contracts response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought the Tender File.

- 9.2 Between the publication of the tender notice including the pre-qualification phase of candidates and the opening of bids, any bidder who feels aggrieved in the public contracts award procedure may launch a complaint to, Governor of the North West Region Room No.

- 9.3 The complaint must be addressed to the Delegated Contracting Authority or the chairperson of the Tenders Board.

It must reach the Delegated Contracting Authority not later than fourteen (14) days before the opening of bids.

- 9.4 The Delegated Contracting Authority has five (5) days to react. A copy of the reaction shall be forwarded to the body in charge of the regulation of public contracts.

Article 10: Amendment of the Tender File

- 10.1 The Delegated Contracting Authority may at any moment, prior to the deadline for the submission of offers and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum.

- 10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known to all bidders who bought the Tender File. The latter must acknowledge receipt of the addenda in writing to the Delegated Contracting Authority.

- 10.3 In order to give bidders sufficient time to take account of the addendum in the preparation of their offers, the Delegated Contracting Authority may postpone as is necessary, the deadline for the submission of offers, in accordance with provisions of article 22 of the General Regulations of the invitation to tender.

C Preparation of offers

Article 11: Tender costs

The bidder shall bear the costs related to the preparation and presentation of its offer and the Delegated Contracting Authority shall in no case be responsible for these costs nor pay for them whatever the evolution or outcome of the invitation to tender procedure.

Article 12: Language of offer

The offer as well as any correspondence and all documents concerning the offer exchanged between the bidder and the Delegated Contracting Authority shall be written in English or French. Complementary documents and the forms provided by the bidder may be written in another language on condition that a precise translation into either English or French of the passages concerning the offer is included; in which case for reasons of interpretation, the translation shall be considered to be authentic.

Article 13: Constituent documents of the offer

- 13.1 The offer presented by the bidder shall include the documents detailed in the Special Regulations of the invitation to tender, duly filled and put together in three volumes:

- a. Volume 1: Administrative file

It includes:

- i) all documents attesting that the bidder:
 - has subscribed to all declarations provided for by the laws and regulations;
 - paid all taxes, duties, contributions, fees or deductions of whatever nature;
 - is not winding up or bankrupt;
 - is not the subject of an exclusion order or forfeiture provided for by the law in force;
 - ii) The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;
 - iii) The written confirmation empowering the signatory of the offer to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.
- b. Volume 2: Technical offer
- b.1 Information on qualifications

The Special Conditions list the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Conditions of the invitation to tender.

b.2 Methodology

The Special Conditions of the invitation to tender specifies the constituent elements of the technical offer of bidders especially: a methodological statement on an analysis of works and specifying the organisation and programme which the bidder intends to put in place or use to execute the works (installations, schedule, PAQ, sub-contracting, attestation of visit of the site, where necessary, etc).

B.3 Proof of acceptance of conditions of the contract

The bidder shall submit duly initialled copies of administrative and technical documents relating to the contract, namely:

1. The Special Administrative Conditions (SAC);
2. The Special Technical Conditions (STC).

B.4 Commentaries (optional)

A commentary on the technical choices of the project and possible proposals

c. Volume 3: Financial offer

The Special Conditions specifies the elements that will help in justifying the cost of works, namely:

1. The signed and dated original offer prepared according to the attached model, and stamped at the prevailing rate;
2. The duly filled Unit Price Schedule;
3. The duly filled detailed estimates;
4. The sub-details of prices and/or breakdown of all-in prices;
5. The projected schedule of payments, where need to be.

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(1) of the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

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 of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder.

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

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

14.4 If a price revision/updating clause are provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to a price revision.

14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in & Document No. 8.

Article 15: Currency of offer and payment

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

15.2 Option A: The amount of the offer shall be entirely made in the national currency (CFA franc).

The amount of the offer, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in the CFA francs in the following manner:

- a) Prices shall be entirely drawn in CFA francs. The bidder who intends to commit expenditures in other currencies for the realisation of the works shall indicate in the annex to the tender the percentage(s) of the amount of the necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the contract.
- b) The exchange rates of the foreign currency in CFA francs used by the bidder to convert his offer into national currency shall be specified by him in an annex to the offer. This rate shall be applied to any payment within the framework of the contract so that the retained bidder does not bear any change in the exchange rate.

15.3 Option B: The amount of the offer shall be directly made in the national and foreign currency at the rates fixed in the Special Regulations.

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

- a) The prices of inputs necessary for works which the bidder intends to procure in the Delegated Contracting Authority's country shall be in currency of the Delegated Contracting Authority's country as specified in the Special Regulations and called "national currency";
- b) The prices of inputs necessary for works which bidder intends to procure out of the Delegated Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.

15.4 The Delegated Contracting Authority may request the bidders to explain the needs in national and foreign currencies and to justify that the amounts included in the unit and total prices and indicated in annex to the bids are reasonable; to this end, a detailed statement of their needs in foreign currencies shall be furnished by the bidder.

15.5 During the execution of the works, most of the foreign currency to be paid as part of contract, may be revised in common accord between the Delegated Contracting Authority and the contractor in a way as to take account of any modification in the foreign currency needs within the context of the contract.

15.6 For national invitations to tender, the currency shall be the CFA franc.

Article 16: Validity of offers

16.1 Offers must remain valid during the period stated in the Special Regulations from the date of submission of bids fixed by the Delegated Contracting Authority, in application of article 22 of the Special Regulations. An offer valid for a shorter period shall be rejected by the Delegated Contracting Authority as not being in conformity.

16.2 Under exceptional circumstances, the Delegated Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his offer without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his offer nor shall he be authorised to do so.

16.3 Where the contract does not include a price revision clause and that the period of validity of offers is extended for more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the formula featuring in the request for extension that the Delegated Contracting Authority addressed to bidders. The updating period shall run from the date of notification of the contract or the Administrative Order for start of execution of works by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation.

Article 17: Bid bond

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

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Delegated Contracting Authority. The bid bond will remain valid for ninety (90) days beyond the original date set for the validity of offers or any other validity time-limit requested by the Delegated Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.

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

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

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

17.6 The bid bond may be seized:

- a) If the bidder withdraws his offer during the period of validity;
- b) If the retained bidder:

- i) fails in his obligation to register the contract in application of article 37 of the General Regulations;
- ii) Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations.

Article 18: Varying proposals of bidders

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

18.2 Except in the case mentioned in article 18(3) below, bidders wishing to offer technical variants must first assess the basic solution of the Delegated Contracting Authority as described in the Tender File and furnish in addition all the information which the Delegated Contracting Authority needs for a complete

evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction works methods and all other useful information. If necessary, the Delegated Contracting Authority will examine only the technical variants of the bidder offer conforming to the basic solution that has been evaluated as the lowest bid.

- 18.3 When according to the Special Regulations the bidders are authorised, to directly submit the technical variants for certain parts of the works, these parts of the works must be described in the technical specifications. Such variants shall be evaluated according to their own merit in accordance with the provisions of article 31(2) (g) of the General Regulations.

Article 19: Preparatory meeting to the establishment of offers

- 19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations.
- 19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.
- 19.3 As much as possible, the bidder is requested to submit any question in writing or by telex in a way as to reach the Delegated Contracting Authority at least one week before the meeting. The Delegated Contracting Authority may not reply to questions received late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.
- 19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Delegated Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.
- 19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of offers shall not be a reason for disqualification.

Article 20: Form and signature of offer

- 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".
- 20.2 The original and copies of the offer must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the offer containing alterations or changes must be initialled by the signatory(ies) of the offer.
- 20.3 The offer shall be bearing no modification, suppression or alteration unless such corrections are initialled by the signatory(ies) of the offer.

d. Submission of offers

Article 21: submission is online

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

- 22.1 The offers must be received by the Delegated Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations.
- 22.2 The Delegated Contracting Authority may, at his discretion, postpone the deadline set for the submission of the offers 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 Delegated Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 23: Late offers

Any offer received by the Regional Tenders Board beyond the deadline for the submission of offers in accordance with article 22 of the General Regulations shall be declared late and consequently rejected.

Article 24: Modification, substitution and withdrawal of offers

- 24.1 A bidder may modify or withdraw his offer after submitting it, on condition that the written notification of the modification or withdrawal is received by the Delegated Contracting Authority 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 offer must be attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENT OFFER" or "MODIFICATION".
- 24.2 The notification of modification or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. The 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 Offers being requested to be withdrawn in application of article 24(1) shall be returned unopened.
- 24.4 No offer may be withdrawn during the interval between the submission of offers and the expiry of the validity of offers specified by the model tender. The withdrawal of an offer by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

E. Opening of envelopes and evaluation of offers

Article 25: Opening of envelopes and petitions

- 25.1 The Regional Tenders Board shall open the envelopes in single phase in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding offer shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement offer" are opened and announced to the hearing of everyone and the new corresponding offer substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the offer 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 offer. The modification of the offer 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 which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [in case of opening of financial offers] and any variant, where necessary, the existence of a guarantee of the offer if it is required and any other details which the Delegated Contracting Authority deems useful to be mentioned. Only rebates and variants of offers announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Offers (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of offers, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public contracts, the Delegated Contracting Authority.
- It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.
- The Independent Observer attaches to his report the sheet that was handed to him, including any related commentaries or observations.

Article 26: Confidentiality of the procedure

- 26.1: No information relating to the examination, clarification, evaluation and comparison of offers and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person concerned with the said procedure before the announcement of the award.
- 26.2 Any attempt by a bidder to influence the Evaluation sub-committee of bids or the Delegated Contracting Authority in his award decision may cause the rejection of his offer.
- 26.3 Notwithstanding the provisions of paragraph 26.2, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Delegated Contracting Authority with reasons having to do with his offer may do so in writing.

Article 27: Clarifications on the offers and contact with the Delegated Contracting Authority

- 27.1 To ease the examination, evaluation and comparison of offers, the chairperson of the Tenders Board may, if he desires, request any bidder to give clarifications on his offer. This request for clarification and the response given are formulated in writing but no change on the amount or content of the offer is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors

discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 29 of the General Regulations.

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

Article 28: Determination of Conformity of offers

28.1 The Evaluation sub-committee shall carry out a detailed examination of offers to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the offers are in proper order.

28.2 The Evaluation sub-committee shall determine if the offer is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.

28.3 An offer that conforms to the Tender File shall essentially 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 limits the scope, quality or realisation of the works;
- ii) which substantially limits and is not in conformity with the Tender File, the rights of the Delegated Contracting Authority or the obligations of the bidder in relation to the contract; or
- iii) Whose correction would unjustly affect the competitiveness of the other bidders who presented offers that essentially conformed to the Tender File

28.4 If an offer is essentially not in conformity it shall be rejected by the competent Tenders Board and shall not eventually be rendered in conformity.

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

Article 29: Qualification of the bidder

The Evaluation sub-committee shall ensure that the successful bidder because having an offer substantially in conformity with the provisions of the Tender File, fulfils the qualification criteria stipulated in article 6 of the Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

Article 30: Correction of errors

30.1 The Evaluation sub-committee shall verify offers considered essentially in conformity with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:

- (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
- (b) If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
- (c) Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

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

30.3 If the bidder who presented the lowest bid refuses the correction thus carried out, his offer shall be rejected and the bid bond may be seized.

Article 31: Conversion into a single currency

31.1 To facilitate the evaluation and comparison of offers, the Evaluation sub-committee shall convert the prices of offers expressed in various currencies into those in which the offer is payable in CFA francs.

31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

Article 32: Evaluation of financial offers

32.1 Only offers considered as being in conformity, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.

32.2 By evaluating the offers, the Evaluation Sub-committee shall 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 projected sums and where necessary provisions for the unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are cost in a competitive manner as specified in the Special Regulations.
- c) By converting into a single currency, the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
- d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
- e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
- f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
- g) If need be, in accordance with the provisions of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated according to their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Delegated Contracting Authority in the Special Regulations.

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

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

32.4 If the offer judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Delegated Contracting Authority, the Evaluation sub-committee may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory to it, the Delegated Contracting Authority may reject the offer.

Article 33: Preference granted to local and national bidders

If this provision is mentioned in the Special Regulations, local and national contractors may benefit from a margin of national preference during the evaluation of offers as provided for in the Public Contracts Code.

F. Award of the contract

Article 34: Award

34.1 The Delegated Contracting Authority shall award the contract to the bidder whose offer was judged essentially in conformity with the Tender File and 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

34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest offer shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot, as well as their financial situation at the time of award.

Article 35: The right by the Delegated Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure

The Delegated Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorisation of the Minister of Public Contracts where the offers have been opened or to declare an invitation to tender unsuccessful after the advice of the competent Tenderers Board, without any claims being entertained.

Article 36: Notification of the award of the contract

Before the expiry of the validity of the offers set in the Special Regulations, the Delegated Contracting Authority shall notify the successful bidder by telecopy confirmed by registered mail or by any other means that his offer was retained. This letter will indicate the amount the Delegated Contracting Authority will pay the contractor to execute the works and the execution time-limit.

Article 37: Publication of results of award and petitions

37.1 The Delegated Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the Independent Observer's report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the offers.

37.2 The Delegated Contracting Authority is bound to communicate the reasons for the rejection of offers of the bidders concerned who so request.

37.3 After publication of the award results, offers that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.

37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Delegated Contracting Authority and the chairperson of the Tenders Board.

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

Article 38: Signing of the contract

38.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board and the competent Specialised Contracts Control Board, where need may be for approval.

38.2 The Delegated Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.

38.3 The contract must be notified to the holder within five (5) days of its date of signature.

Article 39: Final Bond

39.1 Within twenty (20) days of the notification by the Delegated Contracting Authority, the contractor shall furnish the Delegated Contracting Authority with a final bond, in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.

39.2 The bond whose rate varies between 2 and 5 percent of the amount of the contract may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.

39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first-rate financial institution approved in accordance with the instruments in force.

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

DOCUMENT No. 3:
SPECIAL REGULATIONS OF THE INVITATION TO TENDER

Special regulations of the invitation to tender

Table of contents

.References of the General regulations	General
1.1	Definition of works: FOR THE CONSTRUCTION A MINI WATER SUPPLY SCHEME FOR POTABLE WATER IN LIP-GOM IN NWA SUB DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION. Delegated Contracting Authority: The Governor of the North West Region Reference of Invitation to tender: N°/ONIT/NWRTB/GOV-NW/2026
1.2	Execution deadline: Three (03) calendar months
2.1	Source of financing Works which form the subject of this invitation to tender shall be financed by the 2026 Public Investment Budget of the Ministry of the Economy, Planning and Regional Development.
3.1	List of pre-qualified candidates, not applicable
4.1	Origin of Construction materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.

6.1 Evaluation criteria

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

A. Eliminatory criteria

1. The absence insufficient of bid bond document in the administrative file;
2. Non respect of forty-eight (48) hours given for absence or non-conformity of a document in the administrative file;
3. Non respect of 75% of essential criteria;
4. Deadline for execution more than that prescribed;
5. False declaration or falsified documents;
6. Omission in the financial document of quantified price in the bill of quantities
7. Failure to provide a backup copy of offers saved in a USB key or a CD/DVD on time;
8. Failure to comply with the format of file type and size for online submission;
9. Failure to present a CDEC receipt or proof of deposit of the amount of the bid bond requested into the Deposit and Guarantee Fund.
10. Failure to present a certificate of categorization or receipt of deposit of file for categorisation of the enterprise in the "Hydraulic (water) and General Equipment "sub Sector of activities

B: Essential criteria

1. General presentation of the tender files;
2. References of the company in similar works;
3. Quality of the personnel;
4. Technical organisation of works;

5. Logistics;
6. Financial capacity;
7. Attestation and report of site visit
8. Special Technical Clauses initialled on all the pages;
9. Special Administrative Clauses completed and initialled on all the pages;
10. Safety measures on the site.

The criteria for the qualification of bidders shall be as follows:

The details of essential criteria are given in the Special Tender Regulation (STR).

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 75% of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest reasonable amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **75%** of the essential criteria.

6.2: Language of the bids:

The offer like any correspondence and all documents concerning the tender, exchanged between the tenderer and the Project Owner will be written in French or English. The complementary documents and the printed papers form provided by the Bidder can be written in another language in condition of being accompanied by a precise translation in French or English; in which case and for purposes of interpretation of the offer, the translation will be taken.

ARTICLE 7: PRESENTATION OF THE TENDER.

The bids prepared in English or in French shall be sent in three (03) volumes as follows:

- A) Containing the administrative documents (Volume 1);
- B) Containing the technical documents (Volume 2);
- C) Containing the financial documents (Volume 3);

The three (03) volumes shall then be enclosed in a folder bearing only the reference of the quotation in question. The different documents of each offer shall be numbered as indicated in the tender and separated by dividers of the same colour.

TO THE DELEGATED CONTRACTING AUTHORITY)

<<OPEN NATIONAL INVITATION TO TENDER N° .../ONIT/NWRTB/GOV-NW/2026

OF ___/.... /2026FOR THE CONSTRUCTION A MINI WATER SUPPLY SCHEME FOR

POTABLE WATER IN LIP-GOM IN NWA SUB DIVISION, DONGA MANTUNG

DIVISION, NORTH WEST REGION

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

7.2 ENVELOPES

1 Administrative Documents (Volume 1)

It is about the furnishing subsequent documents dated for not more than three (03) months:

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
A.2	Certified Copy of the Business Registration, not more than three months old.
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three

	(03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of Tender File issued by public treasury
A.6	A bid bond of 1,000.000 FCFA (One Million FCFA) issued in compliance with CDEC prescription and by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBA conditions and a CDEC receipt or proof of deposit of the amount of the bid bond requested into the Deposit and Guarantee Fund.
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.
A.9	Tax compliance certificate or Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; This certificate should be less than three months old.
A.10	Certified Copy of a valid taxpayer's card, delivered by the chief of center of Taxes.
A.11	A certified copy by MINMAP of the Certificate of categorization or receipt of deposit of file for categorization of the enterprise in the "Hydraulic (water)" sub Sector of activities
A.12	An original of CDEC Receipt of payment and a proof of the bank transfer
A.13	Plan and attestation of location of the Company signed by the Chief of Taxation
A.14	Power of attorney if necessary
A.15	Group agreement where applicable
A.16	Special Administrative Clauses completed and initialed on all the pages, signed, dated and Stamped on the last page.
A.17	The Special Regulation Condition for Tender initialed on every page;

The absence or the non-conformity of one of these documents not complied with u will result to the elimination of the offer either during the opening session of the bids (absence of bid bond) or during the evaluation

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

B.1	General presentation of the tender files		
	- Neatness and clarity of documents - Page numbering - Table of content page - Colour sheets separation - Presentation of documents in the order given in this tender		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS		
B.2.1	List of references of the enterprise in similar jobs justified by certified true copies of contracts (first and last pages) and minutes of acceptance of works or attestation of clearances of works executed. Minimum of two contracts realized in the domain of construction of boreholes over the past five years		
	1 st Reference		
	2 nd Reference		
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF		
B.3.1	Works director who is an Engineer in Rural Engineering/Hydrogeology/Hydraulics/Exploration Geophysics with at least 05 years of experience in similar works)		
	Certified copy of national identity card signed three times by the bearer not more than three months old		
	Certified copy of the diploma of Work Director		

	CV signed and dated by the Works Director		
	Attestation of availability dated and signed three times		
	Presentation of originals of diploma		
B.3.2	01 Site foreman		
	Site foreman (at least Higher Technician in Rural Engineering/Hydrogeology/Hydraulics/Exploration Geophysics with at least 03 years of experience in similar works)		
	Certified copy of certificate of Foreman		
	Certified copy of national identity card signed three times by the bearer not more than three months old		
	CV signed and dated by the site foreman		
	Certificate of availability signed three times by the owner		
	Presentation of originals of Diploma		
B.3.3	Assistant Site foreman		
	Assistant site foreman (at least a technician in Civil or Rural Engineering with at least 03 years of experience)		
	Certified copy of certificate of Foreman		
	Certified copy of national identity card signed three times by the bearer not more than three months old		
	CV signed and dated by the site foreman		
	Certificate of availability signed three times by the owner		
	Presentation of originals of Diploma		
B.4	METHODOLOGY OF INTERVENTION AND EXECUTION OF THE WORKS		
B.4.1	Attestation of site visit		
B.4.2	Comprehensive report of site visit signed by the company administrator		
B.4.3	Detailed technical note concerning the organization and the execution of works (Detailed geomorphological surveys presentation for the site selection and site implementation plan)		
B.4.4	Planning of execution of works		
B.4.5	Respect of the duration of work		
B.4.6	Description of safety measures at the building site		
B.4.7	Description of socio-environmental measures for the protection site		
B.4.8	Coherence in the execution of works		
B.4.9	Coherence in the organization of the site		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Proof of a concrete mixer and vibrator in good operating condition (own)		
B.5.2	Proof of a vehicle (pick up 4 X 4 or a van) (own or hire)		
B.5.3	Proof of a Tipper (own or hire)		
B.5.4	Proof of a MOTORISE DRILLING RIG		
B.5.5	Proof of Masonry tools		
B.5.6	Proof of a, head pans, rubber buckets, spades, shovels, dig axes, hammers, pickaxe, pipe cutters		
B.5.7	Proof or ownership of water analyses/testing KIT capable of analyzing Physico-Chemical and Bacteriological properties		
B.6	FINANCIAL CAPACITY		

B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. 75% of the project amount		
B.7	Special Technical Clauses initialed in all the page sand last page signed and stamped		
B.8	Special Administrative Clauses completed and initialed in all the pages and last page signed and Stamped		

ENVELOPE C- FINANCIAL FILE

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

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

Supply price

ARTICLE 8: Currency of payment

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

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

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

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

ARTICLE 9: Transport and delivery

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

ARTICLE 10: Guarantee and retention guarantee

10.1 Provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed at **1,000,000 FCFA**. As per article 90 (9) of the public contract Code (Decree No. 2018/366 OF 20 June 2018), certified cheques or bank cheques are acceptable in the place of bid bond. The time of validity of this guarantee is sixty (60) days as from the date of depositing of the offers.

10.2 Final Bond

The final Bond is fixed at Two percent (2%) of the initial amount of the services envisaged in the country.

It could be replaced by a guarantee personal and interdependent of a banking house approved by the Ministry of Finances following COBAC conditions.

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

10.3 Guarantee Retention

Guarantee Retention of ten percent (10%) will be operated on amount including all taxes of the contract.

The corresponding sum will be paid or the released guarantee, one year after provisional reception of works.

ARTICLE 11: Period of validity of the offers

The bidder will remain committed to his offer for sixty (60) days as from the handover date of the offers.

If at the end of this period, the contract was not notified to him, the bidder will be able, either to cancel his offer, or to ask for a new negotiation of the unit prices

ARTICLE 12: Date and latest time of deposit of offers

Each offer drafted in English or French will be submitted online in the MINMAP/COLEPS platform www.publiccontracts.com not later than ____/____/2026 at 11 AM local time. A backup copy of the Tender saved in a USB key or a CD/DVD must be sent in a sealed envelope with a clear and legible indication "backup copy" within the time limit and should carry the inscription

"OPEN NATIONAL INVITATION TO TENDER

N°...../ONIT/NWRTB/GOV-NW/2026 OF /..... /2026 FOR THE CONSTRUCTION OF A MINI WATER SUPPLY SYSTEM FOR POTABLE WATER IN LIP-GOM IN NWA SUB DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGIONBY EMERGENCY PROCEDURE.

"TO BE OPENED ONLY AT THE BID OPENING SESSION".

File size and format

The maximum size of the document that will be slotted on the COLEPS platform shall constituted of the bidders offer as:

- 5 MB for administrative offers
- 15 MB for Technical offers
- 5MB for financial

Supported format shall include

- PDF format for text document
- JPEG format for images

The tendered shall use a compression software to reduce the size of the file to be submitted

ARTICLE 13: Opening of the tenders

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place online in the MINMAP/COLEPS platform www.publiccontracts.com on the ____/____/2026 at 12 noon local time, in the conference hall of the regional Tenders' Board, by its competent Members. Only bidders may attend or be represented by duly mandated persons of their choice

AWARD OF THE CONTRACT

ARTICLE 14: Award of the contract

The Tenders Board will propose to the Contracting Authority to award the contract to the bidder who will have presented the offer with the lowest offer, essentially conforming to the regulations the Tender File, having satisfied to **100% of all the eliminatory criteria and at least 75% of the essential criteria** taken into account.

The decision carrying attribution of the contract will be published by way of press release or any other means of publication of use in the Administration.

If the contract passed on the basis of technical alternative suggested by the bidder, the contracting authority reserves the right to introduce all the provisions there allowing him to guarantee itself against the real overrun costs of the alternative compared to his estimate of origin. In the absence of these last precise details, any additional charge due to an alternative will be inadmissible.

To this end, it is specified that a bidder cannot claim to be compensated, if his offer is not accepted.

The contracting authority reserves the right not to take action on an Invitation to tender, if it did not obtain a proposal which appears acceptable to him.

Pursuant to justification by bidder, bids with unconvincing abnormally low costing will be rejected by the Delegated Contracting Authority as proposed by the Tenders Board.

Prior to this reject, the bidder must have been requested to produce written justification(s) and that these justifications have been appreciated to be unconvincing.

These justifications will concern amongst others

- The production of detailed pricing, its content and the coherency between the unit price, its mode of realisation and its timing.
- The purchase prices of materials
- The cost of exploitation of equipment
- The wages of technicians and labourers

- comparative advantages or favourable exceptional conditions that the bidder has for the realisation of the works
- measures relative to the condition of works

In the case where these justification(s) is or are not convincing, the Delegated Contracting Authority decides but before the reject, he can only decide when the Public Contracts Regulatory Agency (ARMP) must have examined the unconvincing justification(s) and given his opinion in seven (07) working days from the date of receipt of these justifications from the Delegated Contracting Authority. ***(The Tenders Board requests for justifications, bidder replies by writing, board examines and if not convincing, proposes reject to Delegated Contracting Authority who decides after consulting ARMP)***

ARTICLE 15: COMMENCEMENT OF WORK:

Before the commencement of works, the contractor must make sure that she respects the elements of maturity of the project especially the location of the structure shown to him during the site visit.

However, if for one reason or the other the initial location shown to the contractor during the site visit has to change at this phase, the following adhoc commission members will be convened to established are port of the change:

- ❖ The Project Owner (RDMINEPAT NW) or his representative(Chairperson)
- ❖ The Delegated Contracting Authority or his representative(Member)
- ❖ The Regional Delegate of MINMAP or his representative;.....(Observer)
- ❖ The Divisional Delegate of MINEE/M or his representative(secretary)
- ❖ The Stores Accountant of RDMINEPAT NW(Member)
- ❖ The Chief of Service for Infrastructure – at RDMINEPAT NW(Member)
- ❖ The contractor.....(member)

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

Table of content

Chapter I: General

- Article 1 - Subject of the contract
- Article 2 - Award procedure
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Language, applicable law and regulations
- Article 5 - Constituent documents of the contract (article 4 of GAC)
- Article 6 - General applicable instruments
- Article 7 - Communication (GAC articles 6 and 10 supplemented)
- Article 8 - Administrative Orders (article 8 of GAC supplemented)
- Article 9 - Contracts with conditional phases (article 15 of GAC)
- Article 10 - Contractor's personnel (article 15 of GAC supplemented)

Chapter II: Financial conditions

- Article 11 - Guarantees and bonds (articles 29 and 41 of GAC supplemented)
- Article 12 - Amount of contract (articles 18 and 19 supplemented)
- Article 13 - Place and method of payment
- Article 14 - Price variation (article 20 of GAC)
- Article 15 - Price revision formulas
- Article 16 - Price updating formulas (article 21 of GAC)
- Article 17 - Work under State supervision (article 22 of GAC supplemented)
- Article 18 - Evaluation of works (article 23 supplemented)
- Article 19 - Evaluation of supplies (article 24 of GAC supplemented)
- Article 20 - Advances (article 28 of GAC)
- Article 21 - Payments for the works (articles 26, 27 and 30 of GAC supplemented)
- Article 22 - Interests on overdue payments (article 31 of GAC supplemented)
- Article 23 - Penalties for delay (article 32 of GAC supplemented)
- Article 24 - Payment in case of a group of enterprises (article 33 of GAC)
- Article 25 - Final detailed account (article 35 of GAC)
- Article 26 - General detailed account (article 35 of GAC)
- Article 27 - Tax and customs schedule (article 36 of GAC)
- Article 28 - Stamp duty and registration (article 37 of GAC)

Chapter I: Execution of the works

- Article 29 - Nature of works
- Article 30 - Obligations of the Project Owner (GAC supplemented)
- Article 31 - Execution deadline of contract (article 38 of GAC)
- Article 32 - Roles and responsibilities of the contractor (article 40 of GAC)
- Article 33 - Making available documents and site (article 42 of GAC)
- Article 34 - Insurance of structures and civil responsibility (article 45 of GAC)
- Article 35 - Documents to be furnished by the contractor (article 49 supplemented)
- Article 36 - Organisation and security of sites (article 50 of GAC)
- Article 37 - Implantation of structures (article 52 of GAC)
- Article 38 - Sub-contracting (article 54 of GAC)
- Article 39 - Site laboratory and trials (article 55 of GAC)
- Article 40 - Site logbook (article 56 of GAC supplemented)
- Article 41 - Use of explosives (article 60 of GAC)

Chapter IV: Acceptance

- Article 42 - Provisional acceptance (article 67 of GAC)
- Article 43 - Documents to be furnished after execution (article 68 of GAC)
- Article 44 - Guarantee time-limit (article 70 of GAC)
- Article 45 - Final acceptance (article 72 of GAC)

Chapter V: Miscellaneous provisions

- Article 45 - Termination of the contract (article 74 of GAC)
- Article 46 - Force majeure (article 75 of GAC)
- Article 47 - Differences and disputes (article 79 of GAC)
- Article 48 - Drafting and dissemination of this contract
- Article 49 and last: Entry into force of the contract

Chapter I: General

Article 1: Subject of contract

The subject of this contract shall be **FOR THE CONSTRUCTION OF A MINI WATER SUPPLY SCHEME FOR POTABLE WATER IN LIP-GOM IN NWA SUB DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION**

Article 2: Contract award procedure

This contract shall be awarded by Open National Invitation to Tender N° .../ONIT/NWRTB/GOV-NW/2026 OF ____/____/2026

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

3.1 General definitions (cf. Code)

- The Delegated Contracting Authority is the **Governor of the North West Region**. He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation.
- The Project owner is the **Regional Delegate MINEPAT NW**, responsible for the general administrative, financial and technical assistance at the definition, preparation, execution and acceptance stages of the services forming the subject of the Contract
- The Contract Manager is the; **Chief of Service for Infrastructure – at RDMINEPAT**. He defends the interests of the Project Owner and represents the delegated Project Owner in all the levels of the project
- The Contract Engineer is the **Divisional Delegate of MINEE Donga Mantung** hereinafter referred to as the Engineer.
- The Service in charge of ensuring the effectiveness of the execution of works is the **Regional Delegate of Water and Energy NW**.
- **The contractor is [to be specified].**

3.2 Security

This contract may be used as security subject to any form of transfer of the debt.

In this case:

- The authority in charge of ordering payment shall be *the* **Regional Delegate of the Economy, Planning and Regional Development – North West**
- The authority in charge of the clearance of expenditures shall be *the* **Regional Finance Controller NW**
- The body or official in charge of payment shall be *the* **Pay Master General Bamenda**.
- The official competent to furnish information within the context of execution of this contract shall be *the* **Project Owner (RDEPAT; Delegated Contracting Authority/Divisional Delegate of MINEE Donga Mantung**

3.3 Duties of the Control Mission, Project Manager

3.3.1 Missions [to be completed, where need be]

3.3.2 Means put at the disposal of the Control Mission and the other stake holders of the project:

In accordance with the provisions of article 153 paragraphs 1 and 2 of the Public Contract Code (Decree No. 2018/366 OF 20 June 2018), the Contract Manager, the Contract Engineer as well as the other persons in charge of the control and follow up of the project shall perceive indemnities as well as logistics support for the realisation of the project from that shall be fixed by a decision of the Project Owner or delegated Project Owner.

Article 4: Language, applicable law and regulation

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

1.2 The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the contract.

If the laws and regulations in force at the date of signature of this contract are amended after the signature of the contract, the possible direct resulting costs shall be taken into account without gain or loss for either party.

Article 5: Constituent documents of the contract (Article 4 of GAC)

The constituent contractual documents of this contract are in order of priority: *(to be adapted to the nature of the works)*.

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

Article 6: General instruments in force

This contract shall be governed by the following general instruments *[to be adapted according to the case]*:

1. Law No. 2018/011 of 11 July, 2018 on the Code of Transparency and Good Governance in the management of Public Finances in Cameroon;
2. Law No. 2018/012 of July 11, 2018 on the financial regime of the state and other public entities;
3. Law No. 2019/024 of December 24, 2019 on the General code of Regional and Local Authorities;
4. Law No. 96/12 of 5th August 1996 on the management of the environment;
5. Law No. 2025/012 of 17 December, 2025 bearing on the Finance Law of the Republic of Cameroon for the 2026 Financial Year
6. Decree No. 2013/159 of 15th May, 2013 putting in place a special regime on Administrative Control of Public Finances
7. Decree No. 2002/058 of 23rd February 2002 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
8. Decree No. 2003/651/PM of 16th April 2003 to lay down the procedure for implementing the tax and customs system applicable to Public Contracts;
9. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code;
10. Decree No. 2022/074 of 8th March 2022 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2023/271 of 5 August 2023;
11. Decree No. 2022/075 of 8th March 2022 to organise the Ministry in charge of Public Contracts;

12. Circular N°0001877/C/MINFI of 31/12/2025 relating to the implementation of the finance laws, the monitoring and control of the execution of the state budgets and other public entities for the 2026 financial year.
13. Circular No. 000014/C/MINMAP/CAB of 23rd July 2025 on the condition for constitution, guarantee, preservation, release, restitution, and realisation of guarantees in Public Contract
14. Framework Law No. 96/12 of 5th August 1996 on the management of the environment; 3. The Mining Code;
15. Instruments governing the various professional bodies;
16. Circular No. 002/CAB/PR of 19th June 2022 relating to the award and control of execution of Public Contracts;
17. Press Release No. 000024/R/MINMAP/CAB/CT2 of 5th August 2025 announcing the presentation of the categorizations certificate in the award process of Public Contract
18. Unified Technical Documents (DTU) for building works;
19. Applicable standards;
20. Other instruments specific to the domain concerned with the contract.

Article 7: Communication (Articles 6 and 10 supplemented)

- 1.1 All communications within the framework of this contract shall be written and notifications sent to the following address:
 - a) In the case where the contractor is the addressee: Sir/Madam.....
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 Delegated Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
 - c) In the case where the Contracting Authority is:
Sir/Madam [to be specified] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable
- 1.2 The contractor shall address all written notifications or correspondences to the Project Manager with a copy to the Contract Manager.

Article 8: Administrative Orders (Article 8 of GAC)

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

- 8.1 The Administrative Order to start execution of works shall be signed by the Delegated Contracting Authority and notified to the contractor by the Project Owner with a copy to the Delegated Contracting Authority, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.
- 8.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Delegated Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Delegated Contracting Authority, the Contract Manager, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the

contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Delegated Contracting Authority and Contract Manager.

- 8.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the contractor by the Contract Manager with a copy to the Delegated Contracting Authority, the Contract Engineer and Project Manager.
- 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Delegated Contracting Authority and notified by his services to the contractor with a copy to the Project Owner, Contract Manager, Contract Engineer and Project Manager.
- 8.6 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.
- 8.7 The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.8 Concerning Administrative Order signed by the Delegated Contracting Authority and notified by the Project Owner, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Project Manager. **Beyond this deadline, the Delegated Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.**

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

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

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

- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

Article 10: Contractor's equipment and personnel (Article 15 of GAC supplemented)

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has **5 (five) days** to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties *[to be specified where need be]*.

Chapter II: Financial conditions

Article 11 Guarantees and bonds (Articles 29 and 41 of GAC)

11.1 Final bond

The final bond shall be set at 2 % of the amount of the contract, inclusive of all taxes.

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

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

11.2 Performance bond

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

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

11.3 Guarantee of start-off advance

[Specify, if need be, the rates (20% maximum of the amount of the contract inclusive of all taxes guaranteed at 100%) and conditions for the return of the guarantee]

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

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

- Amount exclusive of VAT: _____ (_____) CFA F
- Amount of VAT: _____ (_____) CFA F.
- Amount of TSR and/or _____ CFA F
- Net to be paid= EVAT-TSR and/or AIR

Article 13: Place and method of payment

The Project Owner shall release the sums due in the following manner:

- a. For payments in CFA francs (amount in figures and letters exclusive of taxes) by credit to account No. _____ opened in the name of the contractor in the _____ bank.
- b. For payments in foreign currencies (amount in figures and letters exclusive of taxes) by credit to account No. _____ opened in the name of the contractor in _____ bank.

Article 14: Price variation (Article 20 of GAC)

20.1 Prices shall be firm.

- a. Payments on account made to the contractor as advances shall not be revisable.
- b. Revision shall be "frozen" upon expiry of the contractual time-limit, except in the case of price reductions.

20.2 Price updating modalities (not applicable)

Article 15: Price revision formulae (article 21 of GAC)

(not applicable)

Article 16: Price updating formulae (article 21 of the GAC)

(not applicable)

Article 17: Works under State supervision (Article 22 of GAC supplemented)

17.1 The percentage of works under State supervision shall be [must not exceed 2 %] of the amount of the contract and its additional clauses, where applicable.

17.2 In the case where the contractor was invited to execute works under State supervision, the submitted and duly justified expenditures shall be reimbursed to him under the following conditions:

- The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
- The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;
- The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
- Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;
- The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the contractor sunforeseen.

Article 18: Evaluation of works (article 23 of the GAC)

This contract is at *[unit price, all-in price or unit and all-in price]*.

Article 19: Evaluation of supplies (article 24 of the GAC supplemented)

19.1 *[Indicate, where applicable, the modalities for payment of supplies].*

19.2 No security shall be requested for payments on account on supplies.

Article 20: Advances (article 28 of the GAC)

20.1 The Delegated Contracting Authority may grant a start-off advance equal to 20 % of the amount of the contract.

20.2 This advance whose value cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution of the contract according to the modalities laid down in the Special Administrative Conditions.

20.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the contract.

20.4 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the contractor.

20.5 The possibility of granting start-off advance or advance for supplies must be expressly stipulated in the Tender File.

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

21.1 Establishment of works executed

Before the 30th of each month, the contractor and the Contract Engineer shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment. This sheet shall be based on the certification of the various tasks jointly established by the contractor and the Project Manager.

21.2 Monthly detailed account

Every month of during a periodic sequence established by contractor and representative of the project owner, the contractor shall hand over to the Contract Engineer two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the contract since the start of the contract.

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

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

- [100-2.2 or -- 5.5%)] paid directly into the account of the contractor;
- 2.2or 5.5 % paid to the public treasury as AIR due by the contractor.

The Project Manager has a time-limit of seven (7) days to forward to the Contract Manager the detailed accounts he has approved.

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

The Contract Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.

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

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

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

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

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

A. Penalties for delay

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

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

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

B. Specific penalties [amount to be indicated]

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

- Late submission of final bond;
- Late submission of insurances;
- Late submission of the draft execution schedule if the lateness is caused by the contractor.

Article 24: Payment in case of a group of enterprises (article 33 of the GAC)

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

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

25.1 *[Indicate the time-limit available to the contractor to forward the draft to the Project Manager, after the date of provisional acceptance of the works (maximum 1 month)].*

After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

25.2 *The Contract Manager has up to thirty (30) days to notify the corrected and approved draft to the Project Manager.*

25.3 *The contractor has up to thirty (30) days to return the signed final detailed account.*

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

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

At the end of the guarantee period which results in the final acceptance of the works, the Contract Manager draws up the general and final detailed accounts of the contract which he has had signed jointly by the contractor and the Contracting Authority. This detailed account includes:

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

The signing of the general and final detailed account without reservation by the contractor definitely binds the two parties, puts an end to the contract, except with regard to interest on overdue payments.

26.2 *The contractor has up to thirty (30) days to return the signed final detailed account.*

Article 27: Tax and customs regulations (article 36 of the GAC)

Decree No. 2003/651/PM of 16 April 2003 lays down the terms and conditions for implementing the tax regulations and customs procedures applicable to public contracts. The taxes applicable to this contract include notably:

- Taxes and dues relating to industrial and commercial profits, including the IAR which is a deduction on company taxes;
- Registration dues in accordance with the Tax Code;
- Dues and taxes attached to the execution of services provided for in the contract;
 - Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
 - Council dues and taxes;
 - Dues and taxes relating to the extraction of building materials and water.

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

All taxes inclusive prices mean VAT included.

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

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

Chapter I: Execution of works

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

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

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

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

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

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

31.1 The time-limit for the execution of the works forming the subject of this contract shall be **Three (03) calendar months**.

31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works [or that fixed in this Administrative Order- to be specified].

Article 32: Role and responsibilities of the contractor (article 40 of the CAG)

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

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

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

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

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

The following insurance policies are required within the scope of this contract in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the contract (to be adapted):

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

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

[Specify the deadlines for the transmission of documents as well as those of approval by persons to be designated]

35.1 Programme of works, Quality Assurance Plan and others (to be specified).

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

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

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

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

The contractor has eight (8) days to present a new draft. The Contract Manager or the Project Manager then has a deadline of five (5) days to give his approval or possibly make comments. Delay in approving the draft execution schedule shall stay the execution deadline.

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

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

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

35.2 Execution draft

- a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the [Contract Manager or Project Manager] at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The [Contract Manager or Project Manager] has a deadline of [five (05) days] to examine and make known his observations. The contractor then has a deadline of [04] four days] to present a new file including the said observations.

35.3 In case of the non-observance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

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

36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work.

36.2 The services to inform in case of interruption of traffic or along the deviated itinerary: [To be specified in accordance with article 50(2) of the GAC].

36.3 Indicate the special measures demanded of the contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

Article 37: Implantation of structures

The Project Manager shall notify within [five] days following the date of notification of the Administrative Order to commence work, the basic points and levels of the project.

Article 38: Sub-contracting (article 54 of the GAC)

The part of the works to be sub-contracted shall be [specify] % of the initial amount of the contract and its additional clauses (*the ceiling is 30 %*).

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

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

39.2 The Contract Manager has a deadline of three days to approve the contractor's personnel and laboratory as soon as the request is made.

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

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

40.2 It is a joint document in a single copy. Its pages must be numbered and initialled. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.

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

[Specify the possible restrictions or bans]

Chapter IV : Acceptance

Article 42 : PROVISIONAL ACCEPTANCE

42.1 PRE- ACCEPTANCE OPERATIONS

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

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

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

- Control Engineer,
- Contractor.

During this pre-reception, the engineer shall eventually specify the reserves to be lifted and the corresponding works to be effected before the reception. The Engineer shall fix the reception date in collaboration with the chief of service for the contract.

42.2 Acceptance

The acceptance commission shall comprise:

- ❖ The Project Owner (chairperson);
- ❖ The Delegated Contracting Authority or his representative (Member);
- ❖ The Contract Manager (member);
- ❖ The Regional Delegate of MINMAP or his representative..... (Observer) ;
- ❖ The Contract Engineer..... (secretary)
- ❖ The Stores Accountant at RD MINEPAT..... (Member);
- ❖ The contractor..... (Observer).

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

The chairperson can only convene the acceptance of works when he must have received from the Contract Engineer the report (process - verbal) of the technical acceptance of works with no reserves pending clearance.

This report (process - verbal) of the technical acceptance of works shall be an integral part of the acceptance of works' report (attached to acceptance of works report) and shall accompany the bills for settlement

In accordance with the provisions of article 153 paragraphs 1 and 2 of the Public contracts Code (Decree No. 2018/366 OF 20 June 2018), an indemnity to be fixed by the project Owner shall be perceived by the members.

Article 43: GUARANTEE PERIOD.

The guarantee period is one (01) year from the date of the provisional reception for the section of new civil Engineering works.

Article 44: Article 45: Final acceptance (article 72 of the GAC)

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

44.2 The Project Manager [shall [not] be member of the commission.

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

Chapter V: Sundry provisions

Article 45: Termination of the contract (article 74 of the GAC)

The contract may be terminated as provided for in article 182 of the Decree No. 2018/366 OF 20 June 2018 of the Public Contract Code and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

- dead of the contractor
- bankruptcy of the contractor
- judicial liquidation (contractor not authorised by court to exploit her enterprise
- sub-contracting of works without the authorisation of the project owner or Delegated Project Owner, Contracting Authority in this case;
- Incompetence of the contractor duly notified by the Delegated project owner; Contracting Authority in this case.
- Non respect of labour code rules and regulations
- fraud and corruption duly noticed

Article 46: Case of force majeure (article 75 of the GAC)

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

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

Article 47: Disagreements and disputes (article 79 of the GAC)

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

Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction, subject to the following provisions: *[to be filled, where need be]*.

Article 48: Production and dissemination of this contract

In accordance with the provisions of article 125 of Decree No. 2018/366 OF 20 June 2018 of the Public contract Code, *[Ten (10)]* copies of this contract shall be produced by the Project Owner. Seven of which shall be notified to the contractor for registration.

Article 49 and last: Entry into force of the contract

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

Document No. 5:
Special Technical Conditions (STC)

TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

TECHNICAL REPORT OF THE PROJECT	48
1) SITE VISIT	48
2) GROUNDWORK	48
3) WORK DESCRIPTION	48
4) PROJECT COMPONENTS	48
5) SPECIAL TECHNICAL TERMS AND PROVISIONS	50
a) INTRODUCTION	50
b) GENERAL INFORMATION	51
c) WORKS TO BE DONE BY THE CONTRACTOR	53
d) ORIGIN AND QUALITY OF GEOMATERIALS AND CEMENT	53
e) CONCRETE WORKS	55
f) METHOD OF EXECUTION	55
g) CONSTRUCTION METHODS	62
h) WORK EVALUATION METHOD	63
6) POST PROJECT MANAGEMENT	65
7) CONCLUSION	66

TECHNICAL REPORT OF THE PROJECT

1) SITE VISIT

The site visit consisted of the inspection of the proposed project section lines. The topography along the line is about 941m and 1147m above sea level respectively at the water catchment and at the last point. We also have the following coordinates: (longitude N6.49636'; Latitude: E10.96944') respectively at the water catchment and at the last point. At the highlands of the project area the altitudes attain about 1147m. The terrain is earthy and also has enough laterite. The pipeline excavation will not pose a problem. The measurement of the flow rate at the source gave us 0.68l/s

PRESENT WATER CONDITION

Presently, the people get their water from running streams. The spring sources are far away therefore the inhabitants are forced to collect water from running streams which are exposed and can harbor bacteria and cause water borne diseases.

2) GROUNDWORK

The groundwork will consist of the arrangement for the ordering and purchase of materials for the water works and some masonry works. It will also include arrangements for building and equipment to be hired during the execution of the works.

3) WORK DESCRIPTION

The works for the water supply project will include digging for the construction of water storage, distribution and control structures. The structures shall include-the catchment, the storage tank, the stand taps, the valve chambers, the high/low points. Excavation of trenches for the laying of conduits.

4) PROJECT COMPONENTS

The project component for the completion works include:

- Site Installation.
- Construction of 2 new spring catchment
- Construction of 1 storage tank 20m³ with a control valve chamber

- Rehabilitation of existing storage tank (scabbing and internal walls, replastering and repointing, installation of all slaps and locking devices.)
- Construction of 6 stand taps with complete installations (Kulip, quarter of the catchment, Fon's palace, school, and other quarters along the line to down to the end of the project)
- Rehabilitation of 8 existing Stand taps
- Construction of 2 low points/fittings
- Construction of 2 high points/fittings
- Construction of 4 control valve chambers/fittings
- Supply and laying of 600 PVC Ø75mm NP10
- Supply and laying of 2,000 PVC Ø 63mm NP10
- Supply and laying of 1,300 PVC Ø 50mm NP10
- Supply and laying of 800 PVC Ø 40mm NP10
- Supply and laying of 300 PVC Ø 32mm NP10
- Demarcation and fencing of catchment including life fence
- Planting of trees in the catchments
- Training On Maintenance and Operation and Other Accessories.

Details of the quantities of materials are in the description and cost estimate sheets.

COORDINATES OF SOME KEY POINTS

COORDINATES			Remarks
Longitude	Latitude	Altitude	
N6.49636	E10.96944	1022 m	Storage tank
N6.49201	E10.97235	1147 m	Springcatchment

i. TECHNICAL DETAILS

a. Springcatchment

The catchment will be constructed with stone masonry with installation of the PVC Ø63mm to send water to the collection chamber and a borehole powered by solar system will also be drilled as a second source with installation of the PVC or Panaflex pipe Ø40mm to send water to the same collection chamber. PVC Ø75mm will be installed to connect from the collection chamber to the storage tank. Sampling and physico-chemical Analysis of water from the catchment will be done.

- Construction of one connection/control room.

- Demarcation and planting of the water friendly trees.

b. Storage tank

Construction of a 20m³ circular storage tank with a control/installation room linked to the storage tank in stone masonry, equipped with metallic door, metallic ladder with protective device surrounding it embedded on the wall, drainage and overflow provisions inclusive.

c. Hydraulic installation

The hydraulic installation here refers to:

- Laying of the pipe in the trenches.
- Installation of fittings for air valves, washout and control valves.
- Installation of branch accessories up to the last plastic pipe before standpipes.

Pipes that will be used for water supply shall meet any standards mentioned below or their equivalent:

- The American water work Association (AWWA)
- The American National Standards Institute (ANSI)
- The American Society for Testing and Material (ASTM) standard N0 D1785 and D2241 or ISO standards N0 527 and 845.

The tolerance for the pipe length shall be $\pm 1\%$ ($\pm 6\text{cm}$)

The tolerance shall be $\pm 0.3\text{mm}$ for pipe of external diameters between 25mm and 50mm, and $\pm 0.5\text{mm}$ for pipes between 63mm and 75mm diameter

d. Construction Method

Skilled work such as building of walls, concreting plumbing will be carried out by a group of builders and plumbers respectively. General labour such as digging of the pipeline, digging of stone and backfilling etc., shall be carried out by the community of Gom or labourers recruited from the said community.

5) SPECIAL TECHNICAL TERMS AND PROVISIONS

a) INTRODUCTION

The technical specifications presented herein below define the works that shall be executed during Construction of water supply scheme in Lip-Gom village to supply water in Kulip, quarter of

the catchment, Fon's palace, school, and other quarters along the line down to the end of the project, Nwa Sub Division in Donga Mantung Division of the North West Region.

And the manner in which these works shall be carried out are that the contractor is expected to read these specifications critically and identify all the articles that are applicable to his job.

b) GENERAL INFORMATION

Volume of Work to be executed.

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

General instructions

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

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

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

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

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

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

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

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

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

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

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

c) WORKS TO BE DONE BY THE CONTRACTOR

Role of the Contractor

The Contractor who shall be chosen after this call for tender, shall be responsible to execute all the works outlined here. These include all the phases from the construction of the spring catchment, construction of a 50m³ circular storage water tight tank with a control room, valve chambers through to the distribution network and measures for the project sustainability.

Project Execution Proposal

The proposed execution of the said project will be 120 (one hundred and twenty) days according to the technical specification.

Guarantee of works

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

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

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

d) ORIGIN AND QUALITY OF GEOMATERIALS AND CEMENT

The Conformity Visit.

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

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

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

Quality and quantity of Geo-materials

The Contractor shall supply all the sand, stones and gravel that may be required for the execution of any component of the project. He shall also be responsible for the excavation and

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

Origin and quality of sand

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

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

Origin and quality of gravel.

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

Origin and quality of Stone.

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

Origin and quality of Cement.

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

e) CONCRETE WORKS

Preparation of concrete.

Concrete works shall be of three (3) kinds:

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

f) METHOD OF EXECUTION

General Information.

Security at Worksite.

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

Organization at Worksite.

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

strict respect of the execution plan of the Water Supply Scheme which contains the outlined execution plans of the different activities.

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

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

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

Working Time

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

Traffic

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

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

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

Stone Masonry

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

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

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

Pointing and Plastering

Pointing

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

Plastering

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

Plumbing Works

By plumbing works include:

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

Resistance to corrosion

All the materials to be used ought to be resistant to water and air corrosion (in this case, the Contractor is asked to present documents to ascertain that control tests were carried out in the factory on the supplied materials or their equivalents to be supplied). The Contractor shall attach to

his bid the list of parts that shall be in contact with water and specify their component elements and the anti-corrosion process to be applied on them.

Pipe Specifications

Pipes should meet the physical characteristics presented in table1 below:

Table 1: Physical Characteristics of pipes

Internal Ø & external Ø (mm)	Thickness (mm)			Socket length (mm)	Nominal service pressure (bars)	Length of pipe (m)
	Minimum	Nominal	Maximum			
21x25	1.9	2.0	2.3	28	10	6
28x32	1.9	2.0	2.3	32	6	6
26.8x32	2.4	2.6	2.9	32	10	6
35x40	2.3	2.5	2.8	40	6	6
33.6x40	3.0	3.2	3.5	40	10	6
43.6x50	3.0	3.2	3.5	50	6	6
42x50	3.7	4.0	4.3	50	10	6
56.6x63	3.0	3.2	3.5	63	6	6
53x63	4.7	5.0	5.4	63	10	6
68.6x75	3.0	3.2	3.5	75	6	6
66.6x75	3.8	4.2	4.5	75	10	6
63.2x75	5.5	5.9	6.3	75	10	6
80.6x90	4.3	4.7	5.0	90	6	6
101.6x110	4.2	5.4	6.6	110	10	6

Tolerances

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

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

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

Control tests for Pipes

Length

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

External Diameter

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

Thickness

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

Thickness Verification

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

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

Socket length

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

Shrinkage cracks

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

Internal Pressure

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

Impact

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

Impact Test Schedule

Pipe diameter	Mass (kg)
25	1
32	1
40	1
50	3.5
63	5
75	7.5
90	7.5
110	7.5

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

Labels

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

The Contractor shall furnish the Control Engineer with information (name, address, phone, etc) of the factory being used to procure pipes for any project.

The Contractor shall present to the Control Engineer a guarantee certificate from the factory of origin ascertaining that the pipes meet the required standards as described in the forgoing section.

The Contractor shall arrange for free access to the factory for the Control Engineer to enable him request, as required, for all factory tests described in the aforementioned sections to be carried out by the manufacturer.

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

Fittings Specifications

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

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

Specifications for Fittings

<i>Description of Good One</i>
ADAPTOR UNION 25-¾"
ADAPTOR UNION 32-1"
ADAPTOR UNION 40-1 ¼"
ADAPTOR UNION 50-1 ½"
ADAPTOR UNION 63-2"
ADAPTOR UNION 75-2½"
AIR VALVES
BALL VALVE 1 ½"
BALL VALVE 2"
DEC VALVE 0¾"
DEC VALVE 1 ¼"
DEC VALVE 1½"
DEC VALVE 2"
DEC VALVE 2½"
ELBOW 0¾"
ELBOW 1 ¼"
ELBOW 1 ½"
ELBOW 2"
ELBOW 2 ½"
FLOAT VALVE 63
G.I PIPE 0¾"
G.I PIPE 1"
G.I PIPE 1¼"
G.I PIPE 1½"
G.I PIPE 2"
G.I PIPE 2½"
G.I SOCKET 0¾"
G.I SOCKET 1¼"
G.I SOCKET 1½"
G.I SOCKET 2"
G.I TEE 1"
G.I TEE 1¼"
G.I TEE 1½"
G.I TEE 2"
G.I TEE 2½"

<i>Description of Good One.</i>
NIPPLE 2"
NIPPLE 2½"
PVC ELBOW 63
PVC RED SOCKET 40-32
PVC RED SOCKET 50-40
PVC RED SOCKET 63-50
PVC RED SOCKET 75-50
PVC RED SOCKET 75-63
PVC TEE 32
PVC TEE 40
PVC TEE 50
PVC TEE 63
PVC TEE 75
PVC VALVE 32
PVC VALVE 40
PVC VALVE 50
PVC VALVE 63
PVC VALVE 75
REDUCER G.I.1"-¾"
PVC RED SOCKET 75-63
SADLE PIECE 32-1"
SADLE PIECE 40-1
SADLE PIECE 50
SADLE PIECE 50-1"
SADLE PIECE 63
SADLE PIECE 63-1"
SADLE PIECE 75-1"
TAP 0¾"
UNION 0¾"
UNION 1"
UNION 1 ¼"
UNION 1 ½"
UNION 2 "
UNION 2½"
NON RETURN VALVE 2"

NIPPLE 0¾"
NIPPLE 1"
NIPPLE 1¼"
NIPPLE 1½"

GEBAJOINT
GLUE 1 kg
HERM (ROLL)
SAND PAPER (ml)

Piping

Description

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

Care/Laying of Pipes

The soil in the bottom of the trench shall be lightly scarified before laying the pipes or other hydraulic elements.

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

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

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

Only skilled plumbers shall be employed on any plumbing work.

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

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

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

g) CONSTRUCTION METHODS

Setting out of Works.

The contractor shall be responsible for the setting out of all pertinent lines, works, grades, reference points and levels that may be required for the proper and accurate positioning of all

the structures on the work site. The works to set out shall be received by the Control Engineer before construction work actually begins.

Excavation of Trenches.

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

Backfill

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

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

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

Maintenance of Excavation

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

h) WORK EVALUATION METHOD

Control of the Works.

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

Worksite logbook.

In order to carry out an effective follow-up of the execution of the project, the Contractor shall make available in the worksite a logbook on which shall be recorded everything

concerning work progression. This log book will help the Controller, on arrival in the worksite, to exactly know the state of evolution of the project.

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

In this book shall be recorded the following informations:

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

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

Control and Supervision

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

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

Calculation of the overall level of Realization.

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

Provisional Reception

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

This reception shall be later followed by a technical reception which shall take place in the worksite after the installation of the stand taps and after observing the whole disinfected system functioning, with water flowing from these taps.

The decision taken during this reception does not liberate the Contractor from his engagements with respect to the deadline as well as the technical specifications.

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

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

Conditions for the Final reception

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

6) POST PROJECT MANAGEMENT.

The project will on completion be handed over to the Finteng committee for management and exploitation. The community will have to ensure that water is available at all times by attending to breakdown. They shall raise funds to ensure that maintenance is regular and effective. The funds raised shall also cover payments to be made regularly to the water caretaker who must be someone resident in the village. The water management committee shall also encourage the caretaker to close all stand taps that are bad.

7) CONCLUSION

This project area has greatly suffered the consequences of the insufficient water supply for they have not benefited any water supply project for the past years. They also feel abandoned, marginalized and forgotten. They need this project to reverse these feelings. The project is certainly going to have the following impact on the community.

- Reduction of rural exodus
- Boosting of economic activities
- Fight against the cholera epidemic.
- Improved living condition for the entire community

We therefore highly recommend this project for assistance to any funding body to this community, which remarkably risk suffering from the cholera epidemic that has already affected some of our villages, towns and cities in the recent days and years.

Document No. 6:
Schedule of unit prices

**SCHEDULE OF UNIT PRICES FOR THE CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME
IN GOM VILLAGE, NWA SUB DIVISION, DONGA - MANTUNG DIVISION NORTH WEST REGION.**

SN	DESIGNATION OF WORKS	UNIT	QUANTITY	UNIT PRICE IN FIGURES (FCFA)	UNIT PRICE IN WORDS (FCFA)
	100 SITE INSTALLATION				
101	Site installation and mobilization of personnel	LS	1		
102	Site clearance and pegging of pipe line	LS	1		
	200 STRUCTURES				
201	Construction of new spring catchment	U	2		
202	Construction of storage tank 20m ³ with a control valve chamber	U	1		
203	Rehabilitation of existing storage tank (scabbing and internal walls, replastering and repointing, installation of all slaps and locking devices.)	U	1		
204	Construction of stand taps with complete installations (Kulip, quarter of the catchment, Fon's palace, school, and other quarters along the line to down to the end of the project)	U	6		
205	Rehabilitation of existing Stand taps	U	8		
206	Construction of low points/fittings	U	2		
207	Construction of high points/fittings	U	2		
208	Construction of control valve chambers/fittings	U	4		
	300 EARTH WORKS				
301	Excavation of Pipe line	ML	5,000		
302	Backfilling of pipe line	ML	5,000		
401	Supply and laying of PVC Ø75mm NP10	ML	600		
402	Supply and laying of PVC Ø 63mm NP10	ML	2,000		
403	Supply and laying of PVC Ø 50mm NP10	ML	1,300		
404	Supply and laying of PVC Ø 40mm NP10	ML	800		
405	Supply and laying of PVC Ø 32mm NP10	ML	300		
406	Supply and laying of GI pipes at Stream crossings/protection	U	5		

407	Disinfection of the pipe line	U	1		
500 CATCHMENT PROTECTION					
501	Demarcation and fencing of catchment including life fence	LS	2		
502	Planting of trees in the catchments	No	320		
601	Environmental Impact Notice (EIN)	LS	1		
602	Water Quality Analysis	LS	2		
603	Formation of Water Management Committee and training of two water care takers	LS	1		
604	Provision of tool kit + Dicing machine, and water management guide	LS	1		
605	Transportation of Materials and Personnels	LS	1		

Document No. 7:
Bill of quantities and cost
estimates

BILL OF QUANTITIES AND COST ESTIMATES FOR THE CONSTRUCTION OF A POTABLE WATER SUPPLY SCHEME IN GOM VILLAGE, NWA SUB DIVISION, DONGA - MANTUNG DIVISION NORTH WEST REGION.

SN	DESIGNATION OF WORKS	UNIT	Q'TY	UNIT COST	AMOUNT
	100 SITE INSTALLATION				
101	Site installation and mobilization of personnel	LS	1		
102	Site clearance and pegging of pipe line	LS	1		
	Sub Total 100				
	200 STRUCTURES				
201	Construction of new spring catchment	U	2		
202	Construction of storage tank 20m ³ with a control valve chamber	U	1		
203	Rehabilitation of existing storage tank (scabbing and internals walls, replastering and repointing, installation of all slaps and locking devices.)	U	1		
204	Construction of stand taps with complete installations (Kulip, quarter of the catchment, Fon's palace, school, and other quarters along the line to down to the end of the project)	U	6		
205	Rehabilitation of existing Stand taps	U	8		
206	Construction of low points/fittings	U	2		
207	Construction of high points/fittings	U	2		
208	Construction of control valve chambers/fittings	U	4		
	Sub Total 200				
	300 EARTH WORKS				
301	Excavation of Pipe line	ML	5,000		
302	Backfilling of pipe line	ML	5,000		
	Sub Total 300				
	400 PIPE WORKS				
401	Supply and laying of PVC Ø75mm NP10	ML	600		
402	Supply and laying of PVC Ø 63mm NP10	ML	2,000		
403	Supply and laying of PVC Ø 50mm NP10	ML	1,300		
404	Supply and laying of PVC Ø 40mm NP10	ML	800		
405	Supply and laying of PVC Ø 32mm NP10	ML	300		
406	Supply and laying of GI pipes at Stream crossings/protection	U	5		
407	Disinfection of the pipe line	U	1		
408	Pipe line indicators	U	105		
409	Fittings/accessories	LS	1		
	SUB TOTAL 400				
	500 CATCHMENT PROTECTION				
501	Demarcation and fencing of catchment including life fence	LS	2		
502	Planting of trees in the catchments	No	320		
	Sub Total 500				
	600 PROJECT SUSTAINABILITY				
601	Enviromental Impact Notice (EIN)	LS	1		
602	Water Quality Analysis	LS	2		

603	Formation of Water Management Committee and training of two water care takers	LS	1		
604	Provision of tool kit + Dicing machine, and water management guide	LS	1		
605	Transportation of Materials and Personnels	LS	1		
	Sub Total 600				
	TOTAL EXCLUDING TAXES				
	VAT 19.25%				
	AIR 2.2 or 5.5 %				
	TOTAL TAXES				
	TOTAL INCLUDING TAXES				
	NET AMOUNT PAYABLE				

Document No. 8:
Schedule of sub-detail of prices

Schedule of sub-detail of prices

DESIGNATION					
No	Daily out put		Total quantity	Unit	Duration of activity
		No			
WORKMAN SHIP	Category	No	Daily wage	Days break up	Amount
TOTAL A					
EQUIPMENT/MACHINES	Type	No	Daily rate	Days break up	Amount
TOTAL B					
MATERIAL AND MISCELLANEOUS	Type	Unit	Unit cost	Quantity	Amount
TOTAL C					
D	DIRECT TOTAL COST			A+B+C	
E	GENERAL SITE EXPENSES			Dx%	
F	GENERAL OFFICE EXPENSES			Dx%	
G	NET COST			D+E+F	
H	RISK + BENEFITS			Gx%	
P	TOTAL COST (HT)			G+H	
V	UNIT COST (HT)			P/Q'TY	

Document No. 9: Model contract

REPUBLIQUE DU CAMEROUN

PAIX-TRAVAIL-PATRIE

MINISTERE DE L'ADMINISTRATION
TERRITORIALE

REGION DU NORD-OUEST

SERVICE DU GOUVERNEUR

REPUBLIC OF CAMEROON

PEACE-WORK-FATHERLAND

MINISTRY OF TERRITORIAL
ADMINISTRATION

NORTH-WEST REGION

GOVERNOR'S OFFICE

CONTRACT N° _____ C/GOV/NWRTB/2026 OF2026

AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER N°
_____/ONIT/GOV/NWRTB/2026 OF ____/____/2026 FOR THE CONSTRUCTION OF A MINI
WATER SUPPLY SYSTEM FOR POTABLE WATER IN LIP-GOM IN NWA SUB DIVISION,
DONGA MANTUNG DIVISION, NORTH WEST REGIONBY EMERGENCY PROCEDURE..

Project Owner: THE REGIONAL DELEGATE MINEPAT NW

HOLDER :

P.O. Box _____, Tel: _____ Fax: _____

Business Registry N°. _____ at

Taxpayer's No. _____

SUBJECT :Execution of _____ works;

PLACE : _____

EXECUTION DEADLINE :Ninety (90) days

AMOUNT IN CFA F:

IAT	
EVAT	
VAT (19.25%)	
AIR (Income tax) (2.2 % or 5.5%)	
Net to be paid	

FINANCING : [indicate the source of financing]

BUDGET HEAD : [to be completed]

SUBSCRIBED ON: _____

SIGNED ON: _____

NOTIFIED ON: _____

REGISTERED ON: _____

The Government of the Republic of Cameroon, represented by _____
hereinafter referred to the "Delegated Contracting Authority"

On the one hand,

And

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

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

On the other hand,

Agree on the following:

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part I: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

Page _____ and last of
CONTRACT N°C/GOV/NWRTB/2026 OF2026 AWARDED
AFTER OPEN NATIONAL INVITATION TO TENDER N°
.../ONIT/GOV/NWRTB/2026 OF ____/.... /2026 FOR THE CONSTRUCTION OF A
MINI WATER SUPPLY SYSTEM FOR POTABLE WATER IN LIP-GOM IN NWA SUB
DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION BY
EMERGENCY PROCEDURE.

With _____,

For the execution of _____ works
Lot No. _____; _____ Network

EXECUTION DEADLINE _____ (_____) months

Amount of contract in CFA F:

IAT	
EVAT	
VAT (	
AIR (2.2% or 5.5 %)	
Net to be paid	

Read and accepted by the contractor

(place of signature) _____ (date)

Signature of Contracting Authority

(place of signature) _____ (date)

Registration

Document No. 10:
Forms and models to be used by
bidders

Table of models

Annex No. 1: Model tender

Annex No. 2: Model bid bond

Model No. 3: Model final bond

Model No. 4: Model of start-off advance bond

Model No. 5: Model retention fund

Annex No. 6: Framework of schedule

Annex No. 7: Evaluation grid

Annex No. 8: Attestation of site visite

Annex No. 1: Model tender

I, the undersigned _____ *[indicate the name and capacity of signatory]*

Representing the _____ company or enterprise or group with head office at _____ registered in the trade register of _____ under the number No _____

Having taken cognisance of all the documents featured or mentioned in the Tender File including the addendum (addenda): the invitation to tender *[recall the subject of the invitation to tender]*

- After having personally taken account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;
- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File.
- Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices reveal the amount of the tender for lot No. _____ at _____ *[in figures and words]* CFA francs exclusive of VAT and at _____ CFA francs inclusive of all Taxes. *[In figures and words]*.
- I pledge to execute the works within a deadline of months.
- I pledge to maintain my bid for *[indicate duration of validity, in principle 90 days for national invitations to tender 120 days for international invitations to tender]* from the deadline of submission of bids.
- Rebates and the modalities of application the said rebates shall be the following (in case of the possibility of award of several lots).

The Delegated Project Owner shall pay the sums due for this contract by crediting account No. opened in Bank Branch

Prior to the signing of the contract, this tender accepted by you shall constitute an agreement between us.

Done at on

ANNEX No. 2: MODEL BID BOND

Addressed to *[indicate the Delegated Contracting Authority and his address]* "Delegated Contracting Authority"

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

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

The conditions of this commitment are as follows:

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

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

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

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

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

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

Signed and authenticated by the bank at _____, on _____

[Bank's signature]

Annex No. 3: Model final bond

Bank:

Reference of the bond: No _____

Addressed to *[Indicate the Project Owner and his address]* Cameroon, hereinafter referred to as the "Project Owner"

Whereas _____ *[name and address of Contractor]*, hereafter referred to as "the Contractor", has committed himself, in execution of the contract referred to as "the contract", to carry out *[indicate the nature of the works]*.

Whereas it is stated in the contract that the Contractor shall entrust to the Project Owner a final bond of an amount equal to *[indicate the percentage between 2 and 5%]* of the amount of the corresponding portion of the contract, as guarantee of the execution of his full obligations in accordance with the terms of the contract,

Whereas we have agreed to issue the Contractor this guarantee,

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

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

This final bond shall enter into force upon signature and notification of the contract. It shall be released within a deadline of *[indicate the deadline]* from the date of the provisional acceptance of the works.

After this date, the bond shall be baseless and should be returned to us without the express request on our part.

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

ANNEX No. 4: Model of start-off advance bond

Bank: reference, address _____

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

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

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

ANNEX No. 5: Model of performance bond (Retention fund)

Bank: _____
Reference of the bond: No _____

Addressed to
[Address of Delegated Contracting Authority]

Hereinafter referred to as "the Delegated Contracting Authority"

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

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

Whereas we have agreed to provide the Contractor with this guarantee,
We, _____ *[name and address of the bank]*,
Represented by _____ *[names of signatories]* and hereinafter referred to as "the bank",

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the Project Owner for a maximum amount of _____
[in figures and letters] corresponding to *[percentage below 10 % to be specified]* of the contract price.

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

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

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

Document No. 11: Preliminary studies

[To be systematically filled by the Delegated Project Owner based on the nature of services to be executed and according to the specifications of Point 5.a of Circular No. 003/CAB/PM of 18 April 2008 relating to the respect of rules governing the award, execution and control of public contracts]

Note on preliminary studies

In accordance with the Public Contracts Code, the *Delegated Project Owner* or *Delegated Project Owner* must, prior to commencing the procedure to award contracts or refer to the competent Tenders Board, ensure that draft tender files are prepared based on preliminary studies.

These studies must be required during the examination of the Tender File (TF) by the Tenders Board.

The *Delegated Project Owner* is bound to fill the questionnaire in annex 1 accompanied by justifications of the said studies.

Annex No. 7: Justification of preliminary studies

1. Attach the preliminary studies.
2. Indicate
 - 2.1. The date studies were carried out;
 - 2.2. The name of the public or private Project Manager
 - 2.3. References of the contract, if Private Manager carried it out;
 - 2.4. If maintenance works
 - 2.4.1 Description of the studies;
 - 2.4.2 Attach the outline of the itinerary bringing out readings of degradations as well as the approved programming documents.
 - 2.5 Rehabilitation or new works
 - 2.5.1 Are quantities in the quotations the same as those of the studies?
 - 2.5.2 Description of studies: Draft Preliminary Study, Detailed Preliminary Study;
 - 2.5.3 Attach the said studies.

N.B. For services of less scope, the *Delegated Project Owner* may furnish a justification of calculation of quantities of the tender file.

- *The chairperson of the Tenders Board may, before taking a decision, seek expert advice on the quality of the studies.*

Document No. 12:
List of banking establishments and financial bodies
authorised to issue bonds for public contracts

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

BANKS

1. Afriland First Bank (AFB)
2. Banque Atlantique Cameroun (BACM)
3. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
4. CITI Bank N.A. CAMEROON
5. Commercial Bank of Cameroon (CBC)
6. EcobankCameroon (EBC)
7. National Financial Credit Bank (NFC BANK)
8. Société Commercial de Banques Cameroun (CA-SCB)
9. Société Générale de Banque au Cameroun (SGBC)
10. Standard Chartered Bank Cameroon (SCBC)
11. Union Bank of Cameroon PLC (SCBC)
12. United Bank for Africa (UBA)
13. Financement International (BGF! Bank), B.P.600 Douala
14. Bank Of Africa Cameroun (BOA CAMEROUN), B.P. 4593 Douala
15. Credit Communautaire d'Afrique (CCA-Bank)
16. Banque Camerounaise des Petites et Moyennes Entreprises (BC-PME), B.P. 12 962, Yaoundé

II- Insurancecompanies

1. Chanas Assurances S.A. BP 109/Douala;
2. Activa Assurnces S.A. BP 12970/Douala ;
3. ZenithInsurance S.A. BP 1540/Douala.
4. Area Assurance
5. Beneficial General Insurance
6. NSIA Assurance
7. PRO ASSUR SA
8. SAAR InsuranceSaham Assurance
9. CPA SA
10. Atlantique Insurance SA

N.B: The above list is available on the web site :www.arnp.cm

ANNEX 7: EVALUATION GRID

ADMINISTRATIVE DOCUMENTS.

NO	DESCRIPTION	YES	NO
A.1	Declaration of intention to tender stamped with the tariff in force (written by the bidder).		
A.2	Certified Copy of the Business Registration, not more than three months old.		
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.		
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.		
A.5	Purchase receipt of Tender File issued by public treasury		
A.6	A bid bond of 510.000 FCFA (Five Hundred and Ten Thousand FCFA) issued in compliance with CDEC prescription and by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBA conditions and a CDEC receipt or proof of deposit of the amount of the bid bond requested into the Deposit and Guarantee Fund.		
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)		
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.		
A.9	Tax compliance certificate or Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; This certificate should be less than three months old.		
A.10	Certified Copy of a valid taxpayer's card, delivered by the chief of center of Taxes.		
A.11	A certified copy by MINMAP of the Certificate of categorization or receipt of deposit of file for categorization of the enterprise in the "Hydraulic (water)" sub Sector of activities		
A.12	An original of CDEC Receipt of payment and a proof of the bank transfer		
A.13	An Attestation of site visit signed by the authorizing officer		
A.14	Plan and attestation of location of the Company signed by the Chief of Taxation		
A.15	Power of attorney if necessary		
A.16	Group agreement where applicable		
A.17	Special Administrative Clauses completed and initialed on all the pages, signed, dated and Stamped on the last page.		
A.18	The Special Regulation Condition for Tender initialed on every page; , signed, dated and Stamped on the last page.		

EVALUATION GRID OF TECHNICAL BID			
N°	EVALUATION CRITERIA AND SUB-CRITERIA	YES	NO
B)	ESSENTIAL CRITERIA		
B.1	General presentation of the tender files		
B.1	General presentation of the tender files		
	- Neatness and clarity of documents - Page numbering - Table of content page - Colour sheets separation - Presentation of documents in the order given in this tender		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS		
B.2.1	List of references of the enterprise in similar jobs justified by certified true copies of contracts (first and last pages) and minutes of acceptance of works or attestation of clearances of works executed. Minimum of two contracts realized in the domain of construction of boreholes over the past five years		
	1 st Reference		
	2 nd Reference		
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF		
B.3.1	Works director who is an Engineer in Rural Engineering/Hydrogeology/Hydraulics/Exploration Geophysics with at least 05 years of experience in similar works)		
	Certified copy of national identity card signed three times by the bearer not more than three months old		
	Certified copy of the diploma of Work Director		
	CV signed and dated by the Works Director		
	Attestation of availability dated and signed three times		
	Presentation of originals of diploma		
B.3.2	01 Site foreman		
	Site foreman (at least Higher Technician in Rural Engineering/Hydrogeology/Hydraulics/Exploration Geophysics with at least 03 years of experience in similar works)		
	Certified copy of certificate of Foreman		
	Certified copy of national identity card signed three times by the bearer not more than three months old		
	CV signed and dated by the site foreman		
	Certificate of availability signed three times by the owner		
	Presentation of originals of Diploma		
B.3.3	Assistant Site foreman		
	Assistant site foreman (at least a technician in Civil or Rural Engineering with at least 03 years of experience)		
	Certified copy of certificate of Foreman		
	Certified copy of national identity card signed three times by the bearer not more than three months old		
	CV signed and dated by the site foreman		
	Certificate of availability signed three times by the owner		
	Presentation of originals of Diploma		
B.4	METHODOLOGY OF INTERVENTION AND EXECUTION OF THE WORKS		
B.4.1	Attestation of site visit		
B.4.2	Comprehensive report of site visit signed by the company administrator		

B.4.3	Detailed technical note concerning the organization and the execution of works(Detailed geomorphological surveys presentation for the site selection and site implementation plan)		
B.4.4	Planning of execution of works		
B.4.5	Respect of the duration of work		
B.4.6	Description of safety measures at the building site		
B.4.7	Description of socio-environmental measures for the protection site		
B.4.8	Coherence in the execution of works		
B.4.9	Coherence in the organization of the site		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Proof of a concrete mixer and vibrator in good operating condition (own)		
B.5.2	Proof of a vehicle (pick up 4 X 4 or a van) (own or hire)		
B.5.3	Proof of a Tipper (own or hire)		
B.5.4	Proof of a DRILLING RIG		
B.5.5	Proof of Masonary tools		
B.5.6	Proof of a, head pans, rubber buckets, spades, shovels, dig axes, hammers, pickaxe, pipe cutters		
B.5.7	Proof or ownership of water analyses/testing KIT capable of analyzing Physico-Chemical and Bacteriological properties		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. 75% of the contract		
B.2	Attestation of site visit signed by authorizing officer		
B.3	Comprehensive report of site visit signed by the company administrator		
B.4	Special Technical Clauses initialed in all the pages and last page signed		
B.5	Special Administrative Clauses completed and initialed in all the pages and last page signed		

This evaluation will be done in a purely binary (yes) or (no) with an acceptable minimum from at least 75% of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **75%** of the essential criteria.

Eliminatory criteria

• **Outright elimination during the opening session of the bids**

1. **Absence or insufficient of the bid bond**

• **Elimination during the evaluation of bids by the Adhoc committee**

- Non respect of forty-eight (48) hours given for absence or non-conformity of a document in the administrative file;
- Non respect of 75% of essential criteria;
- Deadline for execution more than that prescribed;
- False declaration or falsified documents;
- Omission in the financial document of quantified price in the bill of quantities
- Failure to provide a backup copy of offers saved in a USB key or a CD/DVD on time;
- Failure to comply with the format of file type and size for online submission;
- Failure to present a CDEC receipt or proof of deposit of the amount of the bid bond requested into the Deposit and Guarantee Fund.
- Failure to present a certificate of categorization or receipt of deposit of file for categorisation of the enterprise in the "Hydraulic (water) " sub-sector of activities

B: Essential criteria

1. General presentation of the tender files;
2. References of the company in similar works;
3. Quality of the personnel;
4. Technical organisation of works;
5. Logistics;
6. Financial capacity;
7. Attestation and report of site visit
8. Special Technical Clauses initialled on all the pages;
9. Special Administrative Clauses completed and initialled on all the pages;
10. Safety measures on the site

During the opening session of the bids if a document of the administrative bid is absent or noncompliant, the bidder will be given forty eight (48) hours to produce or replace said document else will be eliminated during the evaluation of the bids. No such document will be accepted after this deadline.

11. Main qualification criteria

The criteria relating to the qualification of candidates could be indicative on the following:

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

This evaluation will be done in a purely binary (**yes**) or (**no**) with an acceptable minimum from at least **75%** of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **75%** of the essential criteria.

Abnormally low costing will be rejected as per the special tender regulations

Document No. 13: Plans

