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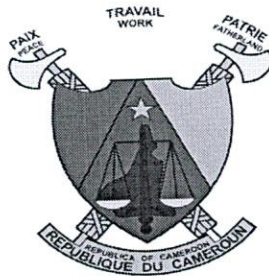
REPUBLIC OF CAMEROON  
Peace - Work - Fatherland

NORTH WEST REGION

DONGA MANTUNG DIVISION

AKO COUNCIL

AKO COUNCIL INTERNAL TENDERS  
BOARD



REPUBLIQUE DU CAMEROUN  
Paix-Travail-Patrie

REGION DU NORD-OUEST

DEPARTEMENT DE DONGA MANTUNG

COMMUNE D'AKO

COMMISSION INTERNE DE PASSATION DE  
MARCHES DE LA COMMUNE D'AKO

AKO COUNCIL INTERNAL TENDERS BOARD

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OPEN NATIONAL INVITATION TO TENDER

OPEN NATIONAL INVITATION TO TENDER

No. 002/ONIT/NWR/DMD/AC/ACITB/2026 of 03/03/2026  
FOR THE SUPPLY AND INSTALLATION OF STREET LAMPS IN SOME COMMUNITIES IN AKO  
COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION  
(THROUGH EMERGENCY PROCEDURE)

PROJECT OWNER: MAYOR AKO COUNCIL

FINANCING: MINEE PUBLIC INVESTMENT BUDGET (PIB) - 2026

EXPENDITURE AUTHORIZATION N°: 60 32 341 0 32000005 0435464211

VOTE OF CHARGE N°: JB05259

FINANCIAL YEAR 2026

REPUBLIC OF CAMEROON  
Peace – Work – Fatherland

NORTH WEST REGION

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MARCHES DE LA COMMUNE D'AKO



## TENDER NOTICE

### OPEN NATIONAL INVITATION TO TENDER No. 002/ONIT/NWR/DMD/AC/ACITB/2026 of 03/03/2026 FOR THE SUPPLY AND INSTALLATION OF STREET LAMPS IN SOME COMMUNITIES IN AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION

1) **SUBJECT OF THE INVITATION TO TENDER:** Within the framework of the execution of the 2026 state budget, the State of Cameroon represented by the Mayor for AKO Council hereby launches an open national invitation to tender For the supply and installation of street lamps in some communities in Ako Council Area, Donga-Mantung Division, North West Region

2) **NATURE OF SERVICE:** Work to be done consists of

- Preparatory works
- Earth works
- Supply of sand and gravel
- Supply of metallic elements
- Supply and installation of solar panels accessories
- Mounting of solar panel supports
- Metallic fencing
- Concreting
- Testing of installations

3) **EXECUTION DEADLINE:** The maximum deadline for the execution provided for by the Contracting Authority shall be Three months (90 calendar days) with effect from date of notification of the Service Order to start work.

**Lots:** The works is in one (1) lot as follow: For the supply and installation of street lamps in some communities in Ako Council Area, Donga-Mantung Division, North West Region

4) **Estimated cost:** The estimated cost after preliminary studies is thirty five million (35,000,000) FCFA

Subject	Amount for the Project	Vote of charge N°	Expenditure authorization N°
the supply and installation of streetlamps in some communities in Ako Council Area	35,000,000 FCFA	JB05259	60 32 341 0 32000005 0435464211

5) **Participation and origin:** Participation in this invitation to tender is open to competent Cameroonian enterprises that are in compliance with the fiscal laws.

7) **FINANCING:** The said works shall be financed as per the programmed budget of the 2026 Public Investment Budget (PIB 2026) of the Republic of Cameroon under the Ministry of Water Resources and Energy assigned to some localities in Ako Council area.

...the tenderer shall be responsible for the preparation of the tender file and the bid is subject to the conditions set out in the tender notice and the tender file. The tenderer shall be responsible for the preparation of the tender file and the bid is subject to the conditions set out in the tender notice and the tender file.

...the tenderer shall be responsible for the preparation of the tender file and the bid is subject to the conditions set out in the tender notice and the tender file. The tenderer shall be responsible for the preparation of the tender file and the bid is subject to the conditions set out in the tender notice and the tender file.

Subject	Bid Bond	Tender fee
...	...	...



...the tenderer shall be responsible for the preparation of the tender file and the bid is subject to the conditions set out in the tender notice and the tender file. The tenderer shall be responsible for the preparation of the tender file and the bid is subject to the conditions set out in the tender notice and the tender file.

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**OPEN NATIONAL INVITATION TO TENDER**  
**Nr. 002/ONIT/NWR/DMD/AC/ACITB/2026 of 03/03/2026**  
**FOR THE SUPPLY AND INSTALLATION OF STREET LAMPS IN SOME COMMUNITIES IN AKO**  
**COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION**  
*(To be opened only during the bids opening session)*

**12) ADMISSIBILITY OF BIDS:** Under risk of being rejected, only originals or true copies certified by the issuing service or administrative authority (AAO council) issuing service must imperatively be produced in accordance with the Special Regulations of the invitation to tender. They must obligatorily be not older than three (3) months as at the date of submission of bids or established before the signature of the tender notice. Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible. This refers especially to the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance.

**13) OPENING OF BIDS:** The bids shall be opened in a single phase, in the AKO COUNCIL TOWN HALL, on 01/04/2026 at 11:00am. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bids opening session. Any bid which shall not comply with the requirements of the tender file shall be rejected.

**14) Evaluation criteria**  
 The bids shall be evaluated according to the main criteria as follows:

- A. Eliminatory criteria**
1. -Absence or non-conformity of a document in the administrative file, and not submitted within 48 hours on request;
  2. -Deadline for delivery higher than prescribed;
  3. -False declaration or falsified documents;
  4. -Absence or insufficient bid bond;
  5. -A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
  6. -Incomplete financial file;
  7. -Omission of a unit price;
  8. -Technical score less than 80% of the essential criteria;

**B. Essential criteria**

- 1- General presentation of the tender bids;
- 2- Financial capacity;
- 3- References of the company in similar domain;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Attestation and report of site visit;
- 7- Logistics;
- 8- Special Technical Clauses initialed in all the pages and signed on the last page;
- 9- Special Administrative Clauses completed and initialed in all the pages and signed on the last page;
- 10- Receipt from CDEC showing prove of deposit of the amount of bid bond;
- 11- Prove of certificate of categorisation.



15) **Award:** This evaluation shall be done using the binary method of either (YES) or (NO) with an acceptable minimum technical score of at least 80% 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 a 100% score of the eliminatory criteria and at least 80% score in the essential criteria.

16) **DURATION OF TENDER VALIDITY:** Bidders shall remain committed to their offers for a period of ninety (90) days from the last date of submission of tenders, that is, the tenders shall be valid for 90 (ninety) days with effect from their submission deadline.

17) **FURTHER INFORMATION:** Additional (supplementary) technical information may be obtained during working hours from the service for the award of contracts at the AKO Council Town Hall, Tel: 671614948.

18) **AMENDMENT TO THE INVITATION TO TENDER:** The Delegated Contracting Authority reserves the right, if need be, to subsequently amend this invitation to tender in conformity with the public contract code.

AKO, the 03/03/2026  
Mayor AKO council  
(Delegated Contracting Authority)

**Copies:**

- MINMAP
- ARMP
- Authorising officer
- File/chrono
- Notice Boards



*Nkwai Godlove Nkanya*  
BA / MA / MBA

REPUBLIC OF CAMEROON  
Peace-Work fatherland

MINISTRY OF DECENTRALISATION  
AND LOCAL DEVELOPMENT

NORTH WEST REGION

DONGA MANTUNG DIVISION

AKO COUNCIL

AKO COUNCIL INTERNAL TENDERS BOARD

REPUBLIQUE DU CAMEROUN  
Paix-Travail-Patrie

MINISTERE DE LA DECENTRALISATION  
ET DU DEVELOPEMENT LOCALE

REGION DU NORD-OUEST

DEPARTEMENT DE DONGA MANTUNG

COMMUNE D'AKO

COMMISSION INTERNE DE PASSATION DE  
MARCHES DE LA COMMUNE D'AKO



### AVIS D'APPEL D'OFFRES

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT No. 002/AONO/RNO/DDM/CA/CIPMCA/2026 DU 03/03/2026 POUR LES TRAVAUX DE FURNITURE ET INSTALLATION DE LAMPADAIRES SOLAIRE DANS LA CERTAINES LOCALITES D'AKO, DEPARTEMENT DE DONGA-MANTUNG, REGION DU NORD-OUEST**

1) **OBJET DE L'APPEL D'OFFRES:** Dans le cadre de l'exécution du Budget d'Investissement Public 2026, l'Etat de Cameroun représenté par, le Maire de la Commune De AKO lance un Appel d'Offres National Ouvert POUR LES TRAVAUX DE FURNITURE ET INSTALLATION DE LAMPADAIRES SOLAIRE DANS LA CERTAINES LOCALITES D'AKO, Departement de Donga-Mantung, Region du Nord-Ouest

**Consistance des travaux :**

Les travaux comprennent notamment:

- Travaux préparatoires
- Terrassement
- Fumiture de sable et gravie
- Fumiture des elements metallique
- Fumiture et installation de panneaux solaires
- supports métallique

3) **DELAI D'EXECUTION :** Le délai prévu pour l'achèvement des travaux du présent appel d'offre est de **Quatre-vingt dix jours** continus (03 mois) à partir du jour de la notification de l'ordre de service.

4) **Allotissement :** Les travaux sont en un (01) lot ci-après définis: FURNITURE ET INSTALLATION DE LAMPADAIRES SOLAIRE DANS LA CERTAINES LOCALITES D'AKO, Departement de Donga-Mantung, Region du Nord-Ouest.

**Coût prévisionnel :** Le coût prévisionnel de l'opération à l'issue des études préalables est de; trente cinq million (35,000,000) frs CFA.

Projet	Localité	coût prévisionnel	Achat DAO
FURNITURE ET INSTALLATION DE LAMPADAIRES SOLAIRE DANS LA CERTAINES LOCALITES D'AKO	AKO,	35,000,000 FCFA	70,000FCFA

5) **Participationetorigine :** La participation à cette consultation est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné et ayant réalisées des opérations similaires.

6) **FINANCEMENT:** Les travaux, objet du présent appel d'offres sont financés par le Budget d'Investissement Public de la République du Cameroun, Budget du Ministère de decentralisation et developement locaux au titre de l'exercice 2026 assigné au Maire de Ako sur la ligne d'imputation budgétaire

Objet	coût prévisionnel	N° de l'imputation	N° de l'autorization de dépense
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FURNITURE ET INSTALLATION DE LAMPADAIRES SOLAIRE DANS LA CERTAINES LOCALITES D'AKO,	35,000,000 FCFA	JB05258	60 32 341 0 32000005 0435464211
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7) **CAUTIONNEMENT PROVISOIRE:** Chaque soumissionnaire doit pour chaque lot inclure dans ses documents administratifs, une **garantie** de soumission qui respecte le model prescrites dans le DAO établi par un établissement bancaire agréé par le Ministère en charge des Finances d'un montant égal à **700,000** (sept soixante-dix mille) francs CFA. Les cautionnements provisoires seront libérés au plus tard trente (30) jours après le délai de validité des offres pour les soumissionnaires n'ayant pas été retenus. Pour le soumissionnaire attributaire du marché, le cautionnement provisoire sera libéré après constitution du cautionnement définitif. Pour éviter les rejets, tous les documents doivent être les originaux ou des copies certifiées conformes issus des autorités administratives compétentes (Préfets, Sous-préfets, Service émetteur) pour une durée n'excédant pas trois mois et présentes selon les règlements spéciaux de cet appel d'offre. Les copies certifiées qui seront certifiées pour la deuxième fois ou des copies falsifiées ne seront pas acceptées. Les chapitres seront séparés par format en couleur. Les offres qui ne seront pas en conformité avec les prescriptions de cet appel d'offre seront déclarés inadmissibles.

NB: Pendant l'installation de l'attributaire au site de la construction, il sera obligé de présenter les originaux des documents respectifs pour une vérification stricte de leurs authenticités

9) **CONSULTATION DU DOSSIER D'APPEL D'OFFRES :** Le dossier d'appel d'offres peut être consulté dès publication du présent avis d'appel d'offre aux services de l'Autorité Contractant Délégué (Service de passation des marchés) pendant les heures ouvrables à Mairie de Ako.

10) **ACQUISITION DU DOSSIER D'APPEL D'OFFRES:** Le dossier d'appel d'offres peut être obtenu dès publication du présent avis d'appel d'offres aux services de l'Autorité Contractant (Service de passation des marchés) pendant les heures ouvrables à la Mairie de AKO, contreversement d'une somme non remboursable **soixante-dix mille (70,000)** franc cfa, payable à la Recette de la Mairie De AKO.

11) **REMISE DES OFFRES :** Chaque offre rédigée en français ou en anglais en Sept (07) exemplaires, c.-à-d. Un original et six copies marqués comme tels sera remise au Service Départemental de Passation des Marchés, situé à la Mairie de AKO, au plus tard le **01/04/2026 à 10heures**. Il doit être dans un paquet contenant trois enveloppes marquées A : pour le dossier Administratif, B : pour le dossier technique et C : pour le dossier financier. Ce paquet devra porter la mention :

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT No. 002/AONO/RNO/DDM/CA/CIPMCA/2026 DU 03/03/2026 POUR LES TRAVAUX DE FURNITURE ET INSTALLATION DE LAMPADAIRES SOLAIRE DANS LA CERTAINES LOCALITES D'AKO, DEPARTEMENT DE DONGA-MANTUNG, REGION DU NORD-OUEST**  
« A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT »

12) **RECEVABILITE DES OFFRES:** Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet,...), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres. Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

13) **Ouverture des plis:** L'ouverture des plis se fera le **01/04/2026 à 11heures**, heure locale en une phase par la Commission interne de Passation des Marchés de la Maire de AKO, (SALLE DE CONFERENCE DE LA MAIRIE DE AKO) en présence de chaque soumissionnaire qui le désire, ou son représentant dûment mandaté et ayant une parfaite connaissance des offres dont il a la charge. Une seule personne par offre remise, seule ou en groupement, sera admise. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées. L'ouverture des plis sera faite en une phase.

- les dossiers administratifs et les offres techniques seront premièrement étudiés par les membres de la Commission Interne de Passation des Marchés. Les entreprises n'ayant pas obtenu au moins **80% des points** de la notation sur des 8dossiers administratifs et techniques seront éliminées.

14) **ÉVALUATION DES OFFRES:** Les offres seront évaluées selon les conditions suivantes :

## A - Critères éliminatoires

Il s'agit notamment:

- 1- Absence ou non-conformité d'une pièce administrative et non soumise dans les 48 heures sur emande ;
- 2- Délai d'exécution supérieur à celui prescrit (supérieur à quatre mois) ;
- 3- Fausses déclarations ou pièces falsifiées;
- 4- Absence ou insuffisance de la caution provisoire de soumission;
- 5- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;
- 6- Offres financière incomplète,
- 7- Absence d'un prix unité dans l'offre financière ;
- 8- Obtention des notes technique inférieure à 80% des critères essentiels ;

## B - Critères essentiels

Les critères relatifs à la qualification des candidats porteront à titre indicatif sur:

- 1- Présentation générale de l'offre ;
- 2- Capacité financière ;
- 3- Références de l'entreprise dans les réalisations similaires ;
- 4- Qualité du personnel ;
- 5- Organisation technique des travaux ;
- 6- Attestation et rapport de visite du site ;
- 7- Moyens logistiques ;
- 8- Cahier des Clauses Techniques Particulières paraphé à chaque page ;
- 9- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page.

Les critères essentiels sont soumis à des minima dont le détail est donné dans le Règlement Particulier de l'Appel d'Offres (RPAO).

**15) Attribution :** Cette évaluation sera binaire (OUI) ou négative (NON) avec un minimum acceptable d'au moins 80% de l'ensemble des critères essentiels pris en compte. Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et au moins 80% des critères essentiels.

**16) DUREE DE VALIDITE DES OFFRES :** Les soumissionnaires restent tenus par leurs offres pendant quatre-vingt-dix (90) jours à partir de la date limite fixée pour la remise des offres.

**17) Les Renseignements Complémentaires :** Les renseignements complémentaires d'ordre technique peuvent être obtenus aux heures ouvrables au Service de Passation des Marchés situé à la Mairie de AKO

**18) Additif à l'appel D'offres:** L'Autorité Contractante se réserve le droit, en cas de nécessité, d'apporter toute autre modification ultérieure utile au présent appel d'offres.

AKO, the 03/03/2026

LE Maire

(AUTHORITE CONTRACTANTE)

Copies :

- MINMAP ;
- MINAT ;
- ARMP ;
- Maître d'Ouvrage ou Maître d'Ouvrage délégué concerné ;
- Chrono
- Affichage.



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- b.1 Is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
- b.2 Presents more than one bid within the context of invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
- b.3 The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.
- c. The bidder must not have been excluded from bidding for public contracts.
- d. A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.

**Article 5: Building materials, materials, supplies, equipment and 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, materials, supplies, equipment and services.

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

**Article 6: Qualification of bidder:**

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

6.1.1 Submit a power of attorney making the signatory of the bid bound by the bid; and

6.1.2 Provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

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

- (i) The production of certified balance sheets and recent turnovers;
- (ii) Access to a line of credit or availability of other financial resources;
- (iii) Orders acquired and contracts awarded;
- (iv) Pending litigations; and
- (v) Availability of indispensable equipment.

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

- a. The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;
- b. The bid and the contract must be signed in a way that is binding on all members of the group;
- c. The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form;
- d. The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the Contract;
- e. In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-contracting.

Contracting Authority's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought the Tender File.

9.2 Between the publication of the tender notice including the pre-qualification phase of candidates and the opening of bids, any bidder who feels aggrieved in the public contracts award procedure may lodge a complaint to the Minister in charge of Public Contracts.

9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

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

#### **Article 10: Amendment of the Tender File**

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

10.2 Any published addeAkom shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known by a traceable means to all bidders who bought the Tender File.

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

### **C PREPARATION OF BIDS**

**Article 11: Tender costs:** The candidate shall bear the costs related to the preparation and presentation of his bid and the Contracting Authority and the Project Owner shall in no case be responsible for these costs nor pay for them whatever the evolution or outcome of the invitation to tender procedure.

**Article 12: Language of bid:** The bid as well as any correspondence and any document exchanged between the bidder and the Contracting Authority shall be written in English or French. Complementary documents and the forms provided by the bidder may be written in another language on condition that a precise translation into either English or French of the passages concerning the bid is included; in which case for reasons of interpretation, the translation shall be considered to be authentic.

#### **Article 13: Constituent documents of the bid**

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

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

a.1 All documents attesting that the bidder:

- Has subscribed to all declarations provided for by the laws and regulations in force;
- Paid all taxes, duties, contributions, fees or deductions of whatever nature;
- Is not winding up or bankrupt;
- Is not the subject of an exclusion order or forfeiture provided for by the law in force;

a.2 The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;

a.3 The written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.

**b. Volume 2: Technical bid**

necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the contract.

b. The exchange rates used by the bidder to convert his bid into the national currency shall be specified by the bidder in an annex to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment within the framework of the contract so that the retained bidder does not bear any change in the exchange rate.

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

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

a. The prices of inputs necessary for the works which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country specified in the Special Regulations and called "national currency";

a. The prices of inputs necessary for works which bidder intends to procure out of the Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.

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

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

#### **Article 16: Validity of bids:**

16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in compliance.

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

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

#### **Article 17: Bid bond**

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

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.

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

article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialed by the signatory (ies) of the bid.

20.3 The bid shall bear no modification, suppression or alteration unless such corrections are initialed by the signatory (i.e.) of the bid.

#### **D. SUBMISSION OF BIDS**

##### **Article 21: Sealing and marking of bids**

21.1 The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes "ORIGINAL" and "COPY", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.

21.2 The external and internal envelopes:

a) Should be addressed to the Contracting Authority at the address indicated in the Special Regulations;

b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "TO BE OPENED ONLY DURING THE BID-OPENING SESSION" as specified in the Special Regulations.

21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed bid if it is late in accordance with article 23 and 24 of the General Regulations.

21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

##### **Article 22: Date and time-limit for submission of bids**

22.1 The bids must be received by the Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations.

22.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 10 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

**Article 23: Late bids:** Any bid received by the Contracting Authority beyond the deadline for the submission of bids in accordance with article 22 of the General Regulations shall be declared late and consequently rejected.

##### **Article 24: Modification, substitution and withdrawal of bids**

24.1 A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The said notification must be signed by an authorized representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENT BID" or "MODIFICATION".

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

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

24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

#### **E. OPENING OF ENVELOPES AND EVALUATION OF BIDS**

##### **Article 25: Opening of envelopes and petitions**

no change on the amount or content of the bid 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 30 of the General Regulations.

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

**Article 28: Determination of compliance of bids**

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

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

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

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

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

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

**Article 29: Qualification of the bidder:** The Evaluation sub-committee shall ensure that the successful bidder retained for having submitted a bid substantially in compliance with the provisions of the Tender File, fulfils the qualification criteria stipulated in article 6 of the Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

**Article 30: Correction of errors**

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

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

## F. AWARD OF THE CONTRACT

### **Article 34: Award**

34.1 The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates

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

34.3 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

**Article 35: The right by the Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure:** The Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorisation of the Minister Delegate at the Presidency in charge of Public Contracts where the bids have been opened or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

**Article 36: Notification of award of the contract:** Before the expiry of the validity of the bids set in the Special Regulations, the Contracting Authority shall notify the preferred bidder by telecopy confirmed by registered mail or by any other means that his bid was retained. This letter will indicate the amount the Project Owner will pay the contractor to execute the works and the execution time-limit.

### **Article 37: Publication of results of award and petitions**

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

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

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

37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Contracting Authority and the chairperson of the Tenders Board concerned. It must take place within a maximum deadline of five (5) working days after the publication of the results.

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

### **Article 38: Signing of the contract**

38.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.

38.2 The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.

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

### **Article 39: Final Bond**

39.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Project Owner with a final bond, to guarantee the complete execution of the works.

39.2 The bond whose rate varies between 2 and 5 per cent of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.

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

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

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 8: PRESENTATION OF THE BIDS**

The bids prepared in English or French and in six (06) copies with one (01) original and five (05) copies marked thus, shall be presented in three (03) volumes as follows:

- A) Administrative FILE
- B) Technical FILE
- C) Financial FILE

8.1 External envelope: Each bidder shall seal these three (03) envelopes (A, B and C) in one common envelope on which shall be written.

**OPEN NATIONAL INVITATION TO TENDER No. 00 /ONIT/NWR/DMD/AC/ACITB/2026 of 03/03/2026 FOR THE SUPPLY AND INSTALLATION OF STREET LAMPS IN SOME COMMUNITIES IN AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION  
(To be opened only during the bids opening session)**

N.B: The external envelope should not carry any mark or sign that can lead to the identification of the bidder.

**8.2 Internal envelopes**

Three (03) internal envelopes must be sealed in an external envelope.  
The first internal envelope shall be labeled;

<<ENVELOPE A: ADMINISTRATIVE DOCUMENTS>> and shall contain the administrative documents of the enterprise. These documents shall be original or copies certified by competent authorities not more than three months.

**ADMINISTRATIVE DOCUMENTS.**

DOCUMENT N°	DESCRIPTION	Yes	No
A.1	Certified Copy of the Business Registration, not more than three months old.		
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder).		
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, IAkostry 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 <b>70,000 (seventy thousand) FCFA</b>		
A.6	A bid bond of <b>700,000 (seven hundred thousand) FCFA</b> issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions (backed by CDEC receipt)		
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 should be less than three months old.		
A.9	A valid Certificate of imposition certified by the chief of center for taxation		
A.10	Business License (photocopy certified by the chief of center of Taxes, not more than three months).		
A.11	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.		
A.12	A 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.13	Prove of Certificate of categorisation		

B.1	General presentation of the bids	Yes	No
	-Document spiral bound -Table of content page -Colour page separation - Presentation of documents in the order given in this tender file		

- The various parts of the same file must be separated with colour pages from as well in the original as well as in the copies, so as to facilitate the examination

### **Supply price**

**ARTICLE 9: Currency of payment:** This National Invitation to tender is awarded on total and contractual price, inclusive of all taxes, firm and non revisable for the whole of the works and the equipment defined in the present Invitation to tender. The corresponding amount shall be calculated inclusive of all taxes and the prices shall be obligatorily expressed in francs CFA.

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

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

**ARTICLE 10: Transport and delivery:** The materials for work must be protected during transportation through packaging whether by air, railway or road according as the case may be. The conditions of storage must be of tropical type.

### **ARTICLE 11: Guarantee and retention guarantee**

**11.1 Provisional guarantee:** The amount of the provisional guarantee or guarantee of tender is fixed at **300 000 FCFA** (Seven hundred thousand FCFA). The time of validity of this guarantee is ninety (90) days as from the date of depositing of the offers.

**11.2 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, with the final reception of work.

**ARTICLE 12: Period of validity of the offers:** The bidder will remain committed to his offer for ninety (90) days as from the handover date of the offers. If at the end of this period, the contract were not notified to him, the bidder will be able, either to cancel his offer, or to ask for a new negotiation of the unit prices.

**ARTICLE 13: A number of copies of the offer which must be filled and sent:** The tender, as all the parts accompanying it shall have to be given in seven (0 6) copies, including one (01) original and six (05) copies. The bidder shall present his documents inside a sealed external envelope marked:

## **OPEN NATIONAL INVITATION TO TENDER No. 00 /ONIT/NWR/DMD/ AC/ACITB/2026 of 03/03/2026 FOR THE SUPPLY AND INSTALLATION OF STREET LAMPS IN SOME COMMUNITIES IN AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION**

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

**ARTICLE 14: Date and latest time of deposit of bids:** They shall be submitted in sealed external envelope latest **01/04/2026** at 10:00am, by mail registered with acknowledgement of delivery or by deposit against receipt (to be presented by bidder upon opening of bids) to the following address:

**AKO COUNCIL TOWN HALL SERVICE OF CONTRACTS AWARDS  
TEL.: 671614948**

Beyond this time bids shall no longer be received or accepted.

**ARTICLE 15: Opening of the bids:** The opening of the bid shall be carried out in the conference room of the prefecture in Donga-Mantung on **01/04/2026** as from 11:00 AM, by the Divisional Tender Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

### **AWARD OF THE CONTRACT**

**ARTICLE 16: Award of the contract:** The Tenders Board shall propose to the Delegated Contracting Authority the award of the contract to the bidder who shall presented an offer with the lowest amount, and conforming with the regulations of the tender file and the public contract code, and having satisfy to 100% of all the eliminatory criteria as well as at least 80% technical score in the essentially criteria. The decision carrying award of the contract shall be published by way of press release or any other means of publication used by the Administration.

**ARTICLE 17: COMMENCEMENT OF WORK:** Before the commencement of work the contractor must be installed on the site by the commission as per the the contrats terms, in qkeeping with the public contract's code

## Chapter I: General

**Article 1:** Subject of contract: **Supply and installation of solar streetlamps in some strategic places in Ako Town, Donga-Mantung Division,**

**Article 2:** Contract award procedure: This contract shall be awarded through an Open National Invitation To Tender

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

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

- The Authority in charge of public contracts is the **Divisional Delegate of Public Contracts for Donga-Mantung**
- **The Contracting Authority:** shall be the **Mayor AKO Council:** 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 Contract Engineer:** shall be the **Divisional Delegate of Water Resources and Energy for Donga-Mantung,** hereinafter referred to as the Engineer.
- **The Project Owner/ authorizing officer:** Is the **Mayor AKO Council.** He represents the beneficiary administration of the works.
- **The Contract chief of service of this contract:** shall be the **Divisional Chief of Energy Donga Mantung or his representative (a duly mandated staff of the beneficiary institution),** He ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- **The Project Manager** shall be the CDO AKO Council: He ensures the interest of the project owner at the definition, preparation, execution and acceptance stages
  
- The **Control Brigade of MINMAP** shall carry out routine controls at all levels (award process and execution proper) with regard to this jobbing order
  
- The contractor shall be .....

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 **Mayor for AKO Council**
- The authority in charge of the clearance of expenditures shall be *the Divisional Finance controller.*
- The body or official in charge of payment shall be *the AKO Council Municipal Treasurer.*
- The official competent to furnish information within the context of execution of this contract shall be the **Mayor for AKO Council**

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

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

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

**Article 5: Constituent documents of the contract (Article 4 of GAC):** The constituent contractual documents of this contract are in order of priority:

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The 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;
- 7) The General Administrative Conditions applicable on public works contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;

8.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority, MINMAP and Contract Manager.

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 Contracting Authority, MINMAP, 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 Contracting Authority and notified by his services to the contractor with a copy to MNMAP, 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 Contracting Authority and notified by the Project Owner, the notification must be done within a **maximum of five (5) days** from the date of transmission by the Contracting Authority to the Project Owner. Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.

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

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

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

#### **Article 10: Contractor's equipment and personnel (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 by 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 **Contracting Authority** upon request by the contractor.

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

#### **Article 20: Advances (article 28 of the GAC)**

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

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

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

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

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

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

21.1 **Establishment of works executed:** Before the 30<sup>th</sup> of each month, the contractor and the Project Manager shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment.

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

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

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

- [1-2.2 and/or – (7.5 or 15%)] paid directly into the account of the contractor;
- 2.2% or 3.3% paid to the public treasury as AIR due by the contractor.
- 7.5% or 15% paid into the public treasury as TSR due by the contractor.

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

Payments shall be done by the Project owner within a maximum deadline of \_\_03\_\_ 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 article 88 of Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

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

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

### Chapter III: Execution of works

**Article 29: Nature of the works (article 46 of GAC):** The works shall include especially: (*see 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: Duration of the execution 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 **one hundred and twenty (120) days. (Four months)**

31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works.

**Article 32: Role and responsibilities of the contractor (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 stage.

**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):**

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

a) Within a minimum deadline of fifteen (15) days from the date of notification of the Administrative Order to commence execution, the contractor shall submit in six (6) copies for the approval of Contract Manager after the endorsement of the 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 Project Manager and Contract Manager then have a deadline of five (5) days each to give his approval or possibly make comments. Delay in approving the draft execution schedule shall stay the execution deadline.

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

The contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Project Manager. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5) days to the

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

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

**Chapter IV: Acceptance**

**Article 42: ACCEPTANCE**

42.1 PRE- ACCEPTANCE OPERATIONS: Before the acceptance of the works the contractor shall ask in writing to the control Engineer through the project owner, 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 according to *decree NO. 2018/336 of 20th June 2018* bearing public contracts. with the following in attendance:

-The Authorizing Officer.....	Chair person	-The Control Brigade MINMAP .....	Observer
-The Contract Engineer.....	Secretary	-The Contractor.....	Member
-The Project Manager.....	Member		

The minutes of this operation shall be drawn up on site and shall be valid with signatures of 2/3 of all present. During this pre-reception, the engineer shall eventually specify the reserves to be lifted and the corresponding works to be effected before the acceptance. The project owner shall fix the acceptance date in collaboration with the project Engineer.

**42.2 Acceptance: PROVISIONAL ACCEPTANCE.**

The commission shall examine the report of the pre-acceptance and shall proceed either to the provisional or final acceptance as the case may be. An acceptance report (process - verbal) of the works shall be prepared by the Engineer and sign by all the commission members on the site with the following in attendance:

- The Authorizing Officer ..... (Chairman)
- The Contract Engineer..... (Secretary)
- Contract Manager ..... (Member)
- The Divisional Delegate, MINMAP or Representative ..... (Observer)
- The Control Brigade MINMAP ..... (Observer)
- The Project manager..... (Member)
- The Divisional Delegate of MINDDEVEL ..... (Member)
- The Divisional Chief of Local Development ..... (Member)
- The Stores Accountant, Ako Council ..... (Member)
- The Contractor or his Representative..... (Member)

**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: 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 commission and procedure for final acceptance shall be the same as for provisional acceptance and as per *decree NO. 2018/336 of 20th June 2018* bearing public contracts.

44.3 Members of the reception committees shall be intitled to indemnities for each session paid by the contracting authority.

**Chapter V: Sundry provisions**

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

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

# DOCUMENT N° 5

## SPECIAL TECHNICAL CLAUSES

### 1 Generalities

These descriptive notes and technical specifications are drawn up for the purpose of execution of this project. A stand-alone solar photovoltaic street lighting system is an outdoor lighting unit used for illuminating a street or an open area. Recent advances in LED lighting have brought very promising opportunities for application in street lighting. Combining LED's low power, high illumination characteristics with current photovoltaic (PV) technology, PV powered streetlight utilizing LED has become a norm in many places. In today's application, most of the common

High Intensity Discharge (HID) lamps, often High-Pressure Sodium (HPS) lamps are being replaced by more low powered Light Emitting Diode (LED) lamps.

The works shall include especially: Preliminary works include the clearing, cutting, leveling, mobilization, implantation, and planting of work sign post at the work site;

Each street lamp shall include a basic solar-powered LED street light system component are:

Solar Panel or Photovoltaic Module Lighting Fixture – LED lamp set

#### **Rechargeable lithium ions Battery**

#### **Solar Charge Controller**

Light Pole and Interconnecting cables.

The contractor in charge of this execution must make careful studies of the working drawings. Visit the site and bring up points not understood to the site supervisor for a clarification before making shop drawings and before setting out is carried out.

He will proceed to a careful study of the project and make observations and furnished modifications to the Architect before commencement of work. All supplementary tasks must be verified and signed by the supervisor. Careful studies must be done before commencement of foundation. Preliminary works

#### **Building Site Installations.**

The contractor shall set up temporary constructions and facilities needed to execute the works, such as:

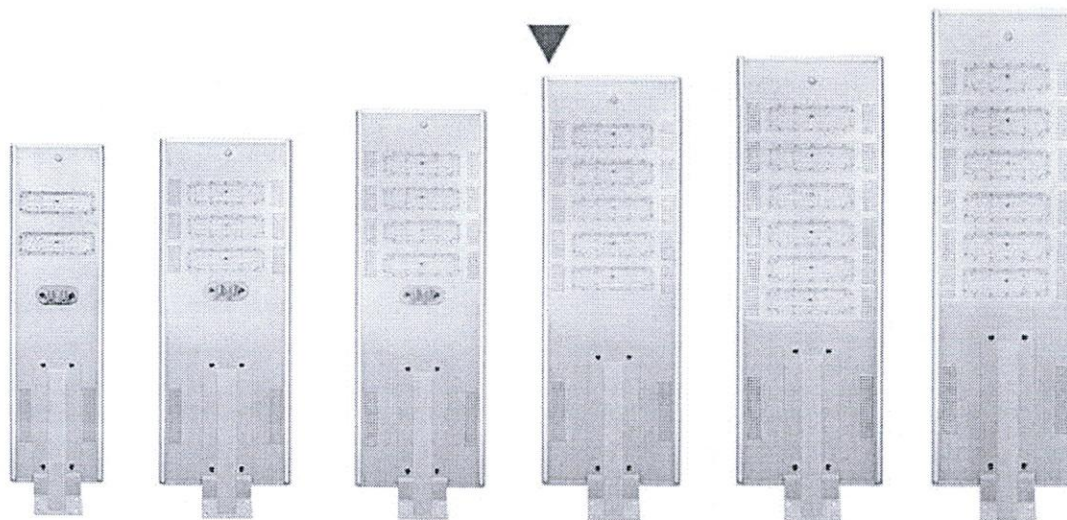
Offices of the Contractor equipped with tables, chairs and lock-up cupboards.

Building site toilet facility (if it does not exist)

#### **Storehouse for materials**

The Solar Panel will provide electricity to charge the battery during day time. The battery's charging is controlled by a charge controller. The operation of the LED bulb is controlled by a control circuit either by using sensors such as Light Dependent Resistor (LDR) or voltage or current sensor. All these components will be fixed on a pole as shown in Figure 1 below. The solar panel is mounted at the top of the pole to minimize the possibility of any shading on the panels.

## PRODUCT INFORMATION



Model	Watts	Size	Solar panels	Battery
LCS-SL-30	30W	860*360*50mm	18V 50W	12.8V 24AH
LCS-SL-60	60W	1320*360*50mm	18V 80W	12.8V 36AH
LCS-SL-80	80W	1260*528*50mm	18V 110W	12.8V 48AH
LCS-SL-100	100W	1340*528*50mm	18V 120W	12.8V 60AH
LCS-SL-120	120W	1480*528*50mm	18V 150W	12.8V 72AH
LCS-SL-150	150W	1650*528*50mm	36V 160W	25.6V 40AH

**Figure 3: Examples of LED solar street lamp**

### Charge controller

Charge controllers are used to control the charging of the batteries. Since the output from solar panels are variable and needs adjustments, charge controllers fetches the variable voltage/current from solar panels, condition it to suit the safety of the batteries. The main functions of charge controllers are to prevent over-charging of batteries from solar panels, over-discharging of batteries to the load and to control the functionalities of the load.

### Installation of solar street light system:

The configuration of solar street light system must be designed to be robust and must be good enough to withstand the harsh environmental condition as the system are installed in road where it is continuously exposed to sun, rain, fog, pollution etc. The solar street lighting installation shall not damage aesthetic of the existing city or street plan; rather it shall add beauty to the existing roadway. The solar street lights can be installed in following two ways:

- c) The complete Set of Goods shall be warranted by the contractor against any manufacturing/ design/ installation defects for a minimum period of 5 years from the date of installation.
- d) The contractor will make all necessary arrangements for satisfactory operation, maintenance and performance of the Goods during 5 year's Warrantee/Guarantee period.
- e) Rectification of all the defects developed in the Goods during Warrantee/Guarantee period shall have to be done by the contractor promptly, at the most within 7 days from the date of receipt of compliant.
- f) Warrantee/Guarantee will include rectification /replacement of all the defective and consumable components/items. During Warrantee/Guarantee period, all the arrangements for keeping all the goods functional shall be the sole responsibility of the contractor.
- g) After completion of the proposed works, clearances of all temporary works/ materials shall be the sole responsibility of the contractor and this shall be removed immediate after the requirement of such temporary work is completed.
- h) All the non-functional parts/ materials/ items replaced during the Warrantee/Guarantee period shall be the property of the contractor.
- i) The contractor will conduct on-site training of the purchaser's/user's personnel regarding the assembly, start-up, operation, maintenance and repairs of the Goods.
- j) Contractor should have enough experience and qualified technical staff to do design, installation and support. Name, experience certificates and CVs of the engineering staff who will supervise the installation and support should be included.
- k) The contractor must nominate in the offer a qualified project manager who should have expertise in electrical/Mechanical/Civil engineering with a minimum experience of 2 years in PV system projects.
- l) All works carried-out by the contractor should be maintained and ensure proper functioning of street light for five years starting from the date of final acceptance.
- m) The Contractor will be responsible for all engineering and design.
- n) The contractor will be responsible for cleaning of the solar PV module for at least five years from the date of installation and commissioning.

The bidder must furnish documentary evidence in the form of literature (catalogue), certified dimensional drawings, and detailed description of goods with essential technical information.

All data, drawings, catalogues and other technical documents shall be bound separately from the Bid documents.

The Bidder shall furnish a clause-by-clause commentary on specification, specifying compliance and deviations, if any. This must be furnished; otherwise, the Bid may be rejected.

SN	Description	Specification
4.1	Manufacturer Name	
4.2	Brand/Model	
4.3	Type	Light Emitting Diode (LED)
4.4	LED Light Source	The capacity of light must be .....(Capacity must be selected as Per the type of solar street light mentioned in table1)
4.5	Luminous Efficacy	At least 100 Lumen/watt
4.6	LED Illumination	Street lamp should have illumination not less than 0.5 Lux/Watt perpendiculars from the height of 9 m. The illumination should be uniform without dark rashes on the ground.
4.7	View Angle	Equal or greater than $2 * 50$
4.8	View Angle	Equal or greater than $2 * 50$ .

		For 9 meter pole: At least 120 Kg For 8 meter pole: At least 95 Kg For 7 meter pole: At least 75 Kg
5.7	Battery box	A vented, acid proof and corrosion resistant metallic box with a locking arrangement for outdoor use should be provided for housing the battery.

### 5. Civil Works

The civil works for the proposed Solar Street Lighting System shall include Solar Street Light pole design and installation at the site. The structure should be facing south direction tilted at 30 degree. Pole and Mounting structure must be designed accordingly. It should be able to withstand wind loading of 180Km/hr and support the installed solar modules. Bidder must provide the technical design and drawing of the SSL Pole.

Bidder must provide evidence and calculation showing the structure proposed is safe to be put on the top of pole. Will be final and binding to the Bidder. Safety:

Metal parts of Solar Street Lighting System must be provided with minimum clearance of 1.25 meter from NEA 400V/11 KV distribution line.

Proper installation safety like insulating gloves, safety belt, helmets etc.

The metal item items such as watches, rings and necklaces are all good conductor of electricity and should not be worn around the electrical components.

Manufacturer instructions shall be followed by the operator for safe operation of solar electrical technology.

Prerequisite for proper functioning of Solar Street Light project:

Solar PV Module must be cleaned regularly between two to three weeks period depending upon the urban dust.

It is recommended to do cleaning and greasing of Battery terminal in quarterly basis.

### 6. Operation and Maintenance Manual

An Operation, Instruction and Maintenance Manual, in English and the local language, should be provided with the Solar Street Lighting System and detail of Wiring and Connection Diagrams shall also be provided with the manual.

Warrantee/

Guarantee

The Solar Street Lighting System must be warranted against any manufacturing/ design/ installation defects and performance warranty for a minimum period of 5 years.

PV modules used in the solar street lighting system must be warranted for their rated output

The Warrantee/ Guarantee Card to be supplied with the SSL

System must contain the details of the system supplied. The

manufacturers can provide additional information about the system.

### 7. Warrantee/ Guarantee

During the Warrantee/ Guarantee period, purchaser will have all the rights to cross check the performance of SSL System. Purchaser may carry out the frequent inspections of the system installed and randomly pick up its components to get them tested at any test center. If during such tests any part is not found as per the specified technical parameters, Purchaser will take the necessary action. The decision of Purchaser in this regard will be final and binding to the Bidder.

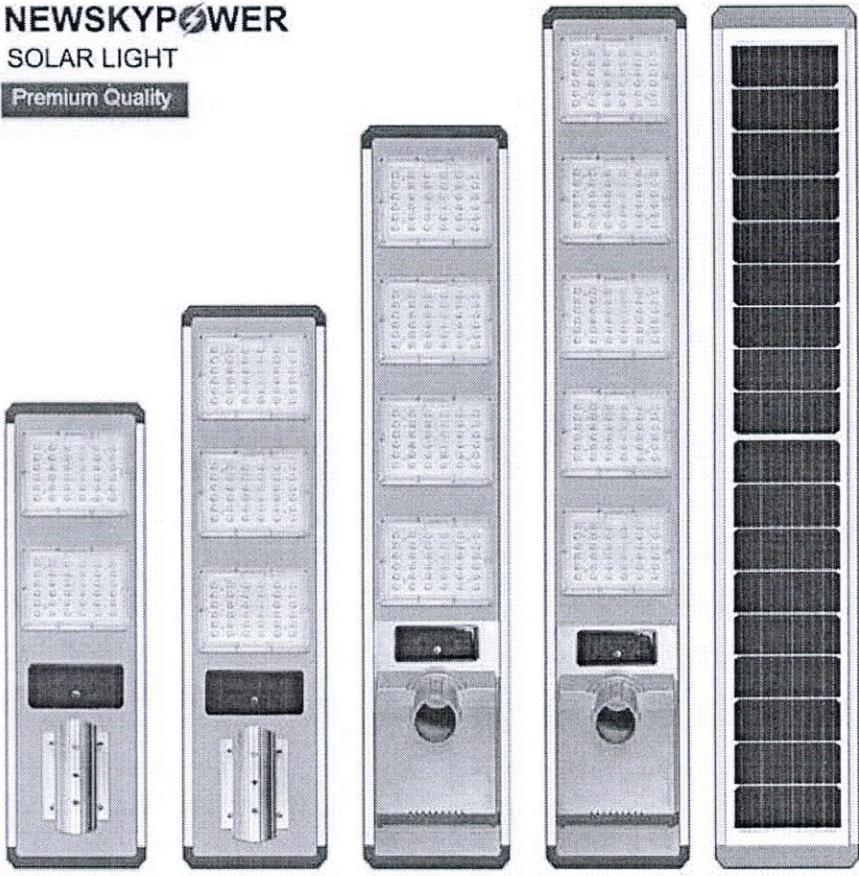
An Operation, Instruction and Maintenance Manual, in English and the local language, should be provided with the Solar Lantern. The following minimum details must be provided in the Manual:

### Basic principles of Photovoltaics.

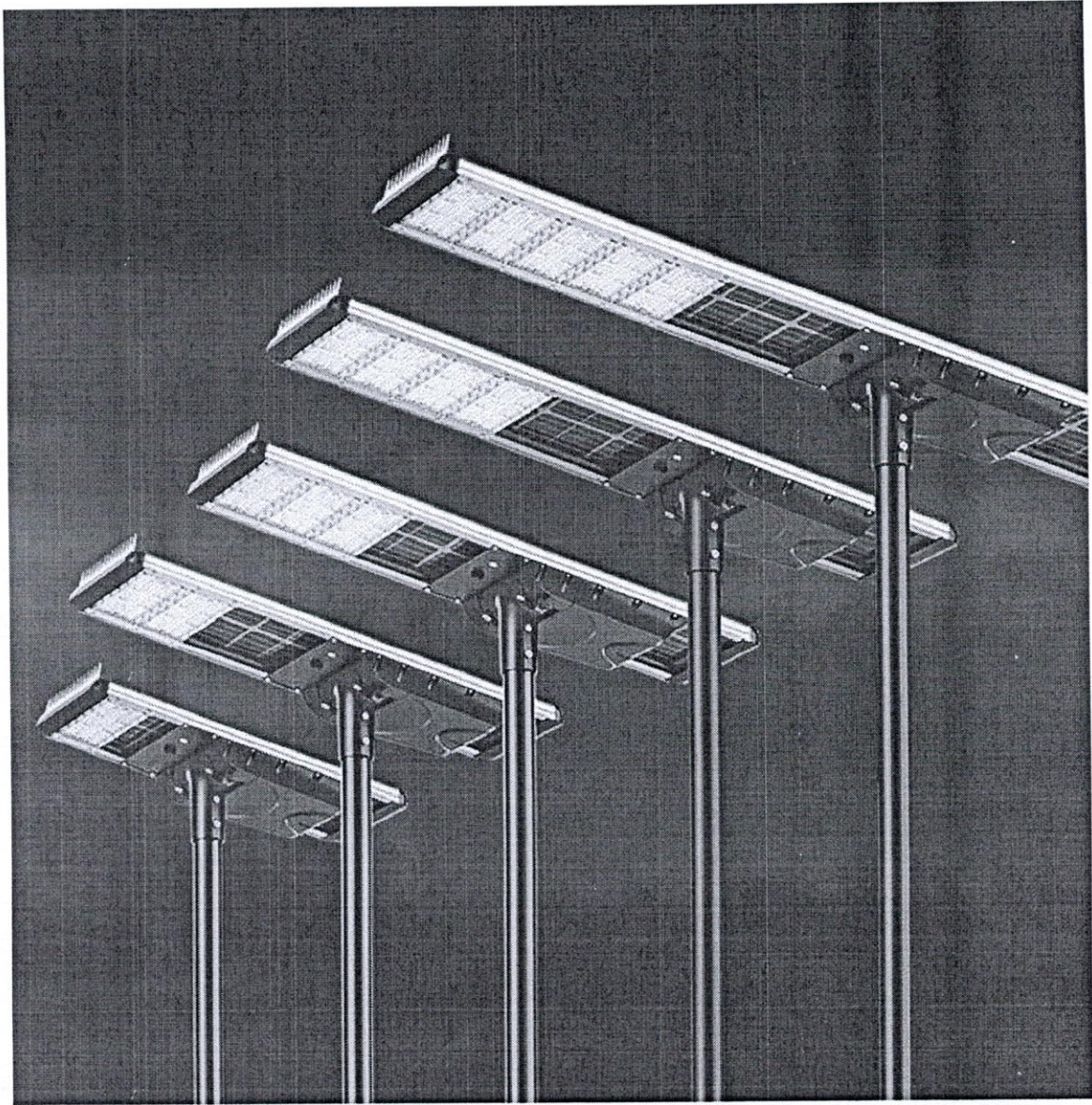
**NEWSKYPower**

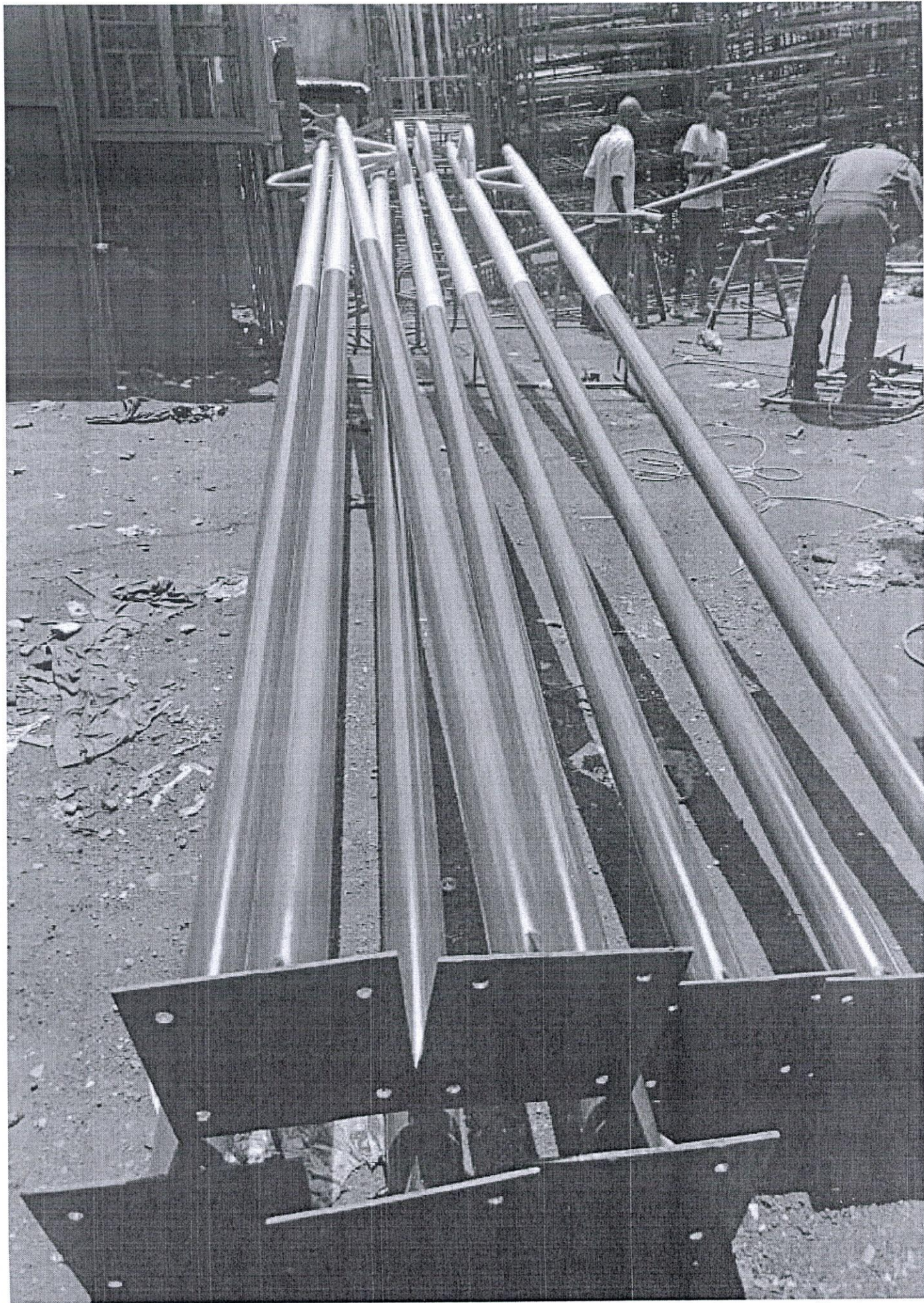
**SOLAR LIGHT**

**Premium Quality**



lamps





DOCUMENT N°. 06 THE UNIT PRICE SCHEDULE

<b>THE UNIT PRICE SCHEDULE FOR THE SUPPLY AND INSTALLATION OF STREET LAMPS IN SOME COMMUNITIES IN AKO COUNCIL AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION</b>				
<b>No</b>	<b>DESIGNATION OF WORKS</b>	<b>UNIT</b>	<b>U.P in figures</b>	<b>U.P in words</b>
<b>100</b>	<b>DATA COLLECTION, DESIGN, AND SITE INSTALLATION</b>			
101	Site installation	LS		
102	Data collection and Design	LS		
103	Mobilization of personnel	LS		
104	Execution plan, As-built report with location drawings of street lamps and other project documents	LS		
105	Environmental Impact Notice (EIN)	LS		
<b>200</b>	<b>CLEARING-EARTHWORKS-BASEMENT WORKS</b>			
201	Studies and pegging	KM		
202	General clearing including cutting of trees and grass of area to host the installation	LS		
203	Excavation and backfilling of foundation holes	LS		
204	Blinding concrete dosed at 200kg/m <sup>3</sup>	M3		
<b>300</b>	<b>INSTALLATION OF 25 ALL IN ONE LED SOLAR STREET LIGHTING OF 300W</b>			
301	S&I of galvanized poles of 7m height, 155mm bottom and 60mm top with bottom plate of 80mm zinc for screen	U		
302	S&I of all in one solar street light equipped with 60W LED Lm, 400wh lithium battery, MPPT solar charge controller, 150W mono-crystalline solar panel and sensor	U		
303	S&I of reinforced concrete foundation 400kg/m <sup>3</sup> of 40cmx40cm, 1.2m depth with corrugated iron rods of 10mm and 22mm steel bolt and nuts for fitting	M3		
304	Supply of ladder for works maintenance	U		
305	Sensitization and putting in place a solar maintenance committee and training of technicians	LS		
<b>400</b>	<b>SUNDRY EXPENSES</b>			
401	Transport of personnel	LS		
402	Transport of materials	LS		

**DOCUMENT N° 8 FRAMEWORK OF SUB-DETAIL OF PRICES**

DESIGNATION :Studies and site installation					
No	Daily out put	Total quantity	Unit	Duration of activity	
WORKMAN SHIP	Category	No	Daily wage	Days break up	Amount
	TOTAL A				
EQUIPMENT/MECHINES	Type	No	Daily rate	Days break up	Amount
	TOTAL B				
MATERIAL AND MISCELLANOUS	Type	Unit	Unit cost	Quantity	Amount
	TOTAL C				
D	DIRECT TOTAL COST			A+B+C	
E	GENERAL SITE EXPENESES			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. 10 MODEL FORMS APPLICABLE

FORM N° 1: DECLARATION OF THE INTENTION TO TENDER

COMPANY'S LETTER HEAD

DECLARATION OF THE INTENTION TO TENDER

Fiscal stamp

1500

I, the undersigned Mr, . .....

Nationality .....

Function .....

In my capacity as General Manager of ..... P.O. BOX ..... TEL:.....

Hereby acknowledge receipt of the file for Tender Notice

N° ..... of .....

Concerning the .....

And hereby declare my intention to tender for the said project.

Done at ..... On the .....  
General Manager

**DOCUMENT NO. 12:**

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

**I- BANKS**

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

**II- Insurance companies**

14. Chanas Insurance;
15. Activa Insuranc

**FORM N° 03 THE MODEL SURETY BOND**

Bank .....

Reference of guarantee: No. ....

**TO THE MAYOR AKO COUNCIL, DONGA-MANTUNG DIVISION, REPUBLIC OF CAMEROON**

Invitation to Tender No. ....

**BID BOND For the supply and installation of streetlamps in some communities in Ako Council Area, Donga-Mantung Division, North West Region**

The Contractor (5) ..... hereby submits on ..... to the Mayor for Ako Council a bid relating to **the Supply and installation of solar streetlamps in some strategic places in Ako Council area, Donga-Mantung Division, North West Region**

To this effect, and in keeping with the conditions stated in the Tender file, the bidder shall present to the Mayor for AKO Council acting in the capacity of Contracting Authority, a bid bond amounting to CFA Francs ..... (6).

By this guarantee, we the undersigned,(7).....with our registered office in ....., are committed towards the the Mayor for AKO Council, through the bidder for the sum of CFA Francs .....(in figures).....(in words).

By this guarantee, we irrevocably commit ourselves, without any argument or delay, to pay into an account indicated by Mayor for Ako Council, the amount of the guarantee at the first written request, as soon as the latter shall inform us in writing that the bidder does not keep the commitment he took in his tender.

The request for payment of guarantee shall be countersigned by the Mayor for AKO Council. This guarantee shall be released latest thirty (30) days after the expiration of the validity of the tender or, in case the company shall be the successful bidder, after presentation of the performance bond which shall be kept by the Mayor for AKO Council.

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.

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

Mr (Mrs).....

Signature(s) & stamps .....

(5) Bidder

(6) Stated in the Special regulations governing the invitation to tender

(7) Bank

**FORM N° 04 MODEL BID BOND**

Whereas \_\_\_\_\_(Hereafter called the "the bidder") has submitted his bid dated \_\_\_\_\_, Here in after called "the bid")

KNOW YE ALL PEOPLE by the presence that WE \_\_\_\_\_, having our registered office at \_\_\_\_\_hereinafter called "the Bank", are bound onto the Mayor for AKO Council (hereinafter called "the Contracting Authority) in the sum of \_\_\_\_\_ for which payment will and truly be made to the said Contracting Authority, the bank binds itself, its successors, and assigns by the present if our client refuses or incapable of completing the jobs as stipulated in the contract.

We undertake to pay the Contracting Authority up to the above amount upon receipt of his first written demand, without the Contracting Authority having to substantiate his demand, provided that in his demand the Contracting Authority will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions

This guarantee will remain in force up to and including \_\_\_\_\_ ( ) days after the period of bid validity. Any demand in respect thereof should reach the bank not later than the above date.

Sealed with the common seal of the said bank this \_\_\_\_\_day of \_\_\_\_\_

SIGNATURE OF BANK AUTHORITY

**FORM N° 06 MODEL BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE**

Bank .....

Reference of guaranteed No.....

**TO THE MAYOR AKO COUNCIL, DONGA-MANTUNG DIVISION, REPUBLIC OF CAMEROON**

Invitation to Tender N°. ....

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

We..... (Bank) have been informed that a contract shall be signed between **The Mayor for AKO Council**, acting in the capacity of Contracting Authority, and....., acting as contractor **for the supply and installation of streetlamps in some communities in Ako Council Area, Donga-Mantung Division, North West Region.**

In compliance with the provisions of Article ..... of Contract N°. ...., the contractor shall be bound to present to **The Lord Mayor for AKO Council**, Contracting Authority, a bank guarantee with the purpose to assure the refund of the start-off advance granted to the company and amounting to CFA Francs .....

We, .....(bank) do hereby commit ourselves, irrevocably and without arguing to pay to the **Mayor for AKO Council**, at the written request the **Mayor for AKO Council**, and within four (04) weeks the amount of this guarantee, that is to say. .... all the amounts that the contractor may owe the Contracting Authority for failing to fulfil one or more of his obligations under the contract.

The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification with confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for his request. This letter shall be countersigned by the **Mayor for AKO Council**.

The bank guarantee shall take effect as from the date of payment of the start-off advance. The original of this guarantee shall be kept by the Ako Council Internal Tenders Board. The guarantee shall be released upon refund of the full amount of the advance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.

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

Mr (Mrs).....

Signature(s) & stamps .....

ANNEX N° 02

THE MODEL PROFESSIONAL REFERENCES

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

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

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

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

Mr (Mrs).....

Signature(s).....

ANNEX N° 03 MODEL EQUIPMENT LIST

SN	DESIGNATION <i>Description &amp; frame (châssis) number</i>	MARK (& HORSE POWER if vehicle)	REGISTRATION NUMBER <i>(if vehicle)</i>	QUANTITY	STATUS <i>(Hired or owned)</i>
1					
2					
3					
etc					

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

<b>Designation of Works :</b>					
<b>N° price</b>	<i>Daily output</i>	<b>Total Quantity</b>			<b>Duration (days)</b>
	<i>/ day</i>				
<b>WORKMANSHIP</b>	<b>Category</b>	<b>Number</b>	<i>Daily Salary</i>	<b>Days paid</b>	<b>Amount</b>
	Site engineer				
	Site foreman				
	Team chiefs				
	Administrative staff				
	Driver				
	Specialised Technicians				
	Labourers				
	Store keeper				
	<b>Total A</b>				
	<b>Type</b>	<b>Quantity</b>	<b>Daily rate</b>	<b>Days paid</b>	<b>Amount</b>
	Pickup for follow-up				
	Small equipment				
	<b>Total B</b>				
<b>Type</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Consumption</b>	<b>Amount</b>	
*					
*					
*					
<b>Total C</b>					
<b>D</b>	<b>TOTAL DRY PRICE A+B+C</b>				
<b>E</b>	General site expenses		<b>X%</b>	<b>D x X%</b>	
<b>F</b>	General head office expenses		<b>Y%</b>	<b>D x Y%</b>	
<b>G</b>	<b>TOTALCOST PRICE</b>			<b>D + E + F</b>	
<b>H</b>	Risks + benefits		<b>Z%</b>	<b>G x Z%</b>	
<b>P</b>	<b>TOTAL COST PRICE WITHOUT TAXES</b>			<b>G + H</b>	
<b>V</b>	<b>SELLING UNIT PRICE WITHOUT TAXES</b>			<b>P/QTE</b>	

**ANNEX N° 07 THE EVALUATION GRID**  
**FOR THE SUPPLY AND INSTALLATION OF STREETLAMPS IN SOME COMMUNITIES IN AKO COUNCIL**  
**AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION**

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender, written by the bidder, stamped with the tariff in force
A.2	Purchase receipt of Tender File issued by the Municipal treasury AKO in the amount of <b>One hundred and thirty (130,000) Fcfa</b>
A.3	A bid bond of <b>1300. 000 FCFA (one million, three hundred thousand ) FCFA</b> issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.4	Certified Copy of the Business Registration, not more than three months old.
A.5	Business License (photocopy certified by the chief of center of Taxes, not more than three months).
A.6	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.
A.7	A valid Certificate of imposition certified by the chief of center for taxation
A.8	A 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.9	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Ministry of Trade of the place of residence of the bidder, not more than three (03) months.
A.10	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance, not more than three months.
A.11	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.12	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.

**TECHNICAL EVALUATION**

AKO COUNCIL INTERNAL TENDERS BOARD				
TECHNICAL ANALYSIS SUB COMMISSION				
SUPPLY AND INSTALLATION OF STREETLAMPS IN SOME COMMUNITIES IN AKO COUNCIL AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION				
1	<b>PRESIDENT:</b>			
2	<b>SECRETARY:</b>			
3	<b>MEMBER:</b>			
TENDER No: .....OF .....				
<b>CONTRACTORS:</b>				
A)				
B)				
C)				
<b>Eliminatory Criteria (See evaluation of administrative files)</b>				
	Designation	BIDDERS		
		A	B	C
<b>a. General presentation of bids</b>		<b>EVALUATION (Yes or No)</b>		
a1	Presence of all documents			
a2	Properly bound			
a3	Separators in colour apart from white			
a4	Order prescribed respected			
<b>TOTAL a</b>		/4	/4	/4
<b>b. The company references</b>		<b>EVALUATION (Yes or No)</b>		
<b>References of the company in civil construction or similar works for the past 05 years</b>				
b1	At least 02 copies of similar contracts equal to or above the cost of the project (1 <sup>st</sup> and last page).			
b2	minutes of Provisional Reception for projects executed within the last three yrs (pluri annual projects accepted)			
b3	Proof of having carried out similar contract			
<b>TOTAL b</b>		/3	/3	/3

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum of a technical score of 80% in the essential criteria

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 80% of the essential criteria.

**A - Eliminatory criteria**

- Absence of a document in the administrative file;
  - False declaration or falsified documents;
  - Absence or insufficient bid bond;
  - Unjustified financial capacity;
  - A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
  - Bids submitted after the deadline of submission;
  - Incomplete technical and financial files
  - Omission of a unit price in the financial bid;
- Technical score of at least 80% of the essential criteria;

**B - Essential criteria**

- General presentation of the bids
- Financial capacity of the company;
- Experience of the company ;
- Quality of personnel and management of the company;
- Technical equipment ;
- Methodology for the execution of works

**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 positive way (yes) or negative (no) with an acceptable minimum from at least 80% 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 80% of the essential criteria.

**ANNEX 8: MODELE ATTESTATION OF SITE VISIT**

I the undersigned Mr./Mrs./Miss .....[Surname and Name of CONTRACTOR]  
..... [Name of Ministry] confirm that

Mr./Mrs./Miss ..... (Surname and Name)

Engineer of the Company:..... (Name of Enterprise),

has actually visited the site which is going to receive the structure relative to **OPEN NATIONAL INVITATION TO TENDER No. .... / ONIT/NWR/DMDAC/ACITB/2026 of ..... FOR THE SUPPLY AND INSTALLATION OF STREETLAMPS IN SOME COMMUNITIES IN AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION**

The interested person declares:

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

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

Date .....

Date .....

Stamp of enterprise

Signature and Names

Signature and Names of the Engineer