

FCN° 01788/26/PPN/AKO/CAR/NW

DAD

REPUBLIQUE DU CAMEROUN

PAIX – TRAVAIL – PATRIE

REGION DU NORD- OUEST

DEPARTEMENT DU DONGA MANTUNG

COMMUNE D'AKO

COMMISSION INTERNE DE PASSATION  
DES MARCHES



REPUBLIC OF CAMEROON

PEACE – WORK – FATHERLAND

NORTH WEST REGION

DONGA MANTUNG DIVISION

AKO COUNCIL

INTERNAL TENDERS BOARD

## TENDER FILE

PROJECT OWNER:

THE MAYOR OF AKO

CONTRACTING AUTHORITY:

THE MAYOR OF AKO

TENDERS BOARD:

AKO COUNCIL INTERNAL TENDER'S BOARD (ACITB)

OPEN NATIONAL INVITATION TO TENDER  
N° 009/ONIT/NWR/DMD/AC/ACITB/2026 OF 04/03/2026 FOR THE  
OPENING OF THE MUNICIPAL ROAD TUNGANDE – JEVI –  
MBANDE PHASE II (9.500 Km), AKO COUNCIL AREA, DONGA  
MANTUNG DIVISION, NORTH WEST REGION

THROUGH EMERGENCY PROCEDURE

FINANCING: **MINTP PUBLIC INVESTMENT BUDGET (PIB) - 2026**

EXPENDITURE AUTHORIZATION N°: 60 36 371 0 32000008 0451464211

VOTE OF CHARGE N°: JB05725

2026 FISCAL YEAR

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REPUBLIC OF CAMEROON  
 PEACE – WORK – FATHERLAND  
 NORTH WEST REGION  
 DONGA MANTUNG DIVISION



## TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER N° 009/ONIT/NWR/DMD/AC/ACITB/2026 OF 04/03/2026 FOR THE OPENING OF THE MUNICIPAL ROAD TUNGANDE – JEVI – MBANDE PHASE II (9.500 Km) 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 AKO Council hereby launches an open national invitation to tender FOR THE OPENING OF THE MUNICIPAL ROAD TUNGANDE – JEVI – MBANDE PHASE II (9.500 Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION

2) **CONSISTENCY / NATURE OF SERVICE:**

The works subject of this invitation to tender shall THE OPENING OF THE MUNICIPAL ROAD TUNGANDE - JEVI - MBANDE PHASE II (9.500Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION  
 The works required are found in the detail description mentioned in the bill of quantities and cost estimates

3) **EXECUTION DEADLINE:** The maximum deadline for the execution provided for by the Contracting Authority shall be four months (120 calendar days) with effect from date of notification of the Administrative Order to start works.

4) **LOTS:** The work is in one (1) lot as follows; - OPENING OF THE MUNICIPAL ROAD TUNGANDE - JEVI - MBANDE PHASE II (9.500Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION

5) **ESTIMATED COST:** The estimated cost after preliminary studies is Thirty - five million francs (35,000,000) fcfa

Subject	Amount for the Project	Vote of charge N°	Expenditure authorization N°
OPENING OF THE MUNICIPAL ROAD TUNGANDE - JEVI - MBANDE PHASE II (9.500Km)	35,000,000 FCFA	JB05725	60 36 371 0 32000008 0451464211

6) **PARTICIPATION AND ORIGIN:** Participation in this invitation to tender is open to competent Cameroonian enterprises that follow the fiscal laws and who are not currently excluded from public procurement.

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 MINTP assigned to the Mayor of AKO Council.

8) **BID BONDS:** Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance - the list of which is found in document No. 12 of the Tender File, and backed by CDEC receipt in the amount of Seven hundred thousand (700,000) francs CFA, and valid for thirty (30) days beyond the deadline of validity of bids.

9) **CONSULTATION OF TENDER FILE:** The Tender documents may be consulted immediately after publication of this invitation to tender from the Services of the Contracting Authority (Service in charge of the award of contracts of AKO Council), at the Divisional Delegation of Public Contracts DONGA-MANTUNG and the Regional Office of the Public Contracts Regulatory Agency (ARMP) for the North West during working hours.

Subject	Locality	Bid Bond	Tender fee
7) THE OPENING OF THE MUNICIPAL ROAD TUNGANDE - JEVI - MBANDE PHASE II	TUNGANDE – JEVI – MBANDE	700,000 fcfa	70,000 fcfa

(9.500Km),			
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**10) ACQUISITION OF TENDER FILE:** The Tender file may be obtained from the Premises of the Contracting Authority (Service of Contracts award) of AKO Council the Divisional Delegation of MINMAP Donga Mantung or ARMP, NW as soon as this notice is published against payment of a non-refundable sum of seventy thousand (70,000), CFA francs, and payable at Municipal Treasury of AKO or any other public treasury.

**11) SUBMISSION OF BIDS (in hard and soft copies):** Each bid written in English or French shall be signed by the bidder or by a duly authorized representative and presented in Six (6) copies, that is one (01) original and five (05) copies labelled as such. These shall be submitted in one external envelope - sealed, containing three (3) internal envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical file and Envelope C: Financial file. The sealed external envelope shall bear no information about the company and shall reach the Service of contracts award of AKO Council not later than the 02/04/2026 at 10am local time and note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic. The sealed pack shall bear the following inscriptions:

**OPEN NATIONAL INVITATION TO TENDER No.009/ONIT/NWR/DMD/AC/ACITB/2026, OF 04/03/2026 FOR THE OPENING OF THE MUNICIPAL ROAD TUNGANDE - JEVI - MBANDE PHASE II (9.500Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION**

**12) ADMISSIBILITY OF BIDS:** At the risk of being rejected, only originals or certified true copies by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) must imperatively be produced in accordance with the Special Regulations of this Invitation to Tender. They must not be more than three (3) months old as at the date of submission of bids or must not be 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 conference hall of AKO COUNCIL, on 02/04/2026 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 evaluation of bids shall be carried out in three stages:

- 1<sup>st</sup> Stage: verification of the conformity of each administrative document;
- 2<sup>nd</sup> Stage: Evaluation of technical bids;
- 3<sup>rd</sup> Stage: Analyses of Financial bids.

The criteria of evaluation shall be as follows:

#### 14.1-Eliminatory criteria

- Absence of a document in the administrative file and not submitted within 48hrs on request;
- Bids submitted after the deadline for submission;
- Deadline of execution more than the prescribed;
- False declaration or falsified documents;
- External envelope bearing identification marks of the Bidder;
- Absence of, or insufficient bid bond;
- Absence of an attestation of site visit signed by the Service Provider in his honour;
- Absence of an attestation of categorization of enterprises;
- Omission of a quantified task on the bill of quantities and cost estimates
- Enterprise with an abandoned or POORLY EXECUTED PROJECTS
- Failure to obtain at least 75% in the evaluation of the technical proposal.
- Absence of A SPECIAL FIELD REPORT CO- SIGNED WITH THE MAYOR OF AKO COUNCIL (PROJECT OWNER) CLEARLY INDICATING DUE DILIGENCE AND SUFFICIENT UNDERSTANDING OF THE LOCAL SECURITY CONTEXT

**14.2. Main Qualification criteria:** The criteria relating to the qualification of candidates could indicatively be on the following:

- Financial situation
- Experience
- Personnel
- Equipment.
- Methodology/organization of the site

Receipt from CDEC showing prove of deposit of the amount of bid bond;

Prove of certificate of categorisation.

**15) Award:** The evaluation will be done in a purely binary manner - (yes) or (no). The contract shall be awarded to the bidder who would have obtained a minimum technical score of 75% in the essential criteria and 100% in the eliminatory criteria, taken in consideration and who would have proposed a bid with the lowest amount, in conformity with the regulations of the tender documents

**16) DURATION OF TENDER VALIDITY:** Bidders shall remain committed to their offers for a period of ninety (90) days from the last date of the 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

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

AKO, the 04/03/2026  
**THE MAYOR**  
(Contracting Authority)

Copies:

- MINMAP
- ACITB
- Authorizing Officer
- Chairperson of ACITB
- DDMINDDEVEL
- File/Chrono
- Notice Boards



*Nkwai Godlove Nkanya*  
BA/MA/MBA

## DOCUMENT N° 02

# GENERAL REGULATIONS OF THE INVITATION TO TENDER

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### A. General

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- Article 3: Fraud and corruption
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- Article 6: Qualification of the bidder
- Article 7: Visit of site of works

### B. Tender File

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- Article 9: Clarifications on Tender File and complaints
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### C. Preparation of Bids

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- Article 12: Language of bid
- Article 13: Constituent documents of the bid
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### E. Opening and evaluation of bids

- Article 25: Opening of bids and petitions
- Article 26: Confidential nature of the procedure
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### F. Award of the contract

- Article 33: Right of the Contracting Authority to declare an invitation to tender unsuccessful or to cancel a procedure
- Article 34: Award
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- Article 36: Notification of the award of the contract
- Article 37: Signature of the contract
- Article 38: Final bond
- Article 39: Additional information

- Orders acquired and contracts awarded
  - Pending litigations
  - Availability of indispensable equipment
- (b) Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions: -
- The bid must include all the information listed in paragraph 1 above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group
  - The bid and the contract must be signed in a way that is binding on all members of the group
  - The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form
  - The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the contract
  - In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-contracting
- (c) Bidders must equally present sufficiently detailed proposals to demonstrate that they comply with the technical specifications and execution time-limits set in the Special Regulations of the invitation to tender

#### **Article 07: SITE VISIT**

It is advisable to potential bidders to visit the project site and its environ and rate the availability of resources and get all the information about the site before preparation of their offers. The Project Owner shall authorise the bidder and his employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his employees and agents free the Project Owner, his employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss or material damages, costs and fees incurred from the visit. The Project Owner may organise a visit of the project site during the preparatory meeting for the building of offers.

#### **B-TENDER FILE**

##### **Article 08: CONTENT OF THE TENDER FILE**

The Tenders File describes the tasks to be accomplished in the contract, fixes the procedures of consultation of entrepreneurs and precise the conditions of the contract and conditions surrounding any modification of the Tenders File. The principal documents that must be in the Tenders File include: -

- (a) Document N° 1- Tender Notice ("AAO")
- (b) Document N° 2- General Regulations of the Invitation to Tender ("RGAO").
- (c) Document N° 3- Special regulations of the invitation to tender ("RPAO").
- (d) Document N° 4- Special Administrative Conditions (SAC="CCAP").
- (e) Document N° 5- Special technical Conditions (STC="CCTP").
- (f) Document N° 6- Schedule of Unit prices (*Price Elaboration Schedule=PES*).
- (g) Document N° 7- Bill of quantities and cost estimate (*BQCE*).
- (h) Document N° 8- Sub detail of unit prices.
- (i) Document N° 9- Model Contract.
- (j) Document N° 10- Model forms to be used by bidders.
- (k) Document N° 11- Justification of prior feasibility studies (*written by the Project Owner*).
- (l) Document N° 12- List of first-rate Banks and Financial Organisations approved by the Ministry in charge of Finance to issue bid bonds (*to be inserted by the Contracting Authority*).
- (m) Document N° 13- Plans, diagrams and/or pictures, *as the case may be*

##### **Article 09: CLARIFICATIONS ON THE TENDER FILE**

Request for clarifications may be addressed by letter, electronic mail (tele-copier or email) or fax to the Contracting Authority at the following address:

THE CONTRACTING AUTHORITY  
THE MAYOR OF AKO COUNCIL

***NB: -A copy of this request must be given to the Project Owner and the Contracting Authority is bound to respond to the request at least fourteen (14) days for National Invitations and at least twenty-one (21) days for International Invitations before the day of opening, copying all the companies that purchased the tenders file.***

***-Any potential bidder who finds himself cheated in the award procedure can petition to the Minister of Public Contracts***

***-Any other preoccupation can be addressed to the Contracting Authority copying the Regulatory Organ for Public Contracts and the President of the Tenders Board. The Contracting Authority has five (05) days to react with a copy of the reaction sent to the Minister in charge of Public Contracts and the Regulatory Organ of Public Contracts.***

##### **Article 10: AMENDMENT OF THE TENDER FILE (ADDENDUM TO THE TENDER FILE)**

The Contracting Authority may at any moment, prior to the deadline for the submission of bids and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum while publishing the amendment which now constitutes the integral part of the tenders file and must be communicated to all the companies that purchased the

## OPEN NATIONAL INVITATION TO TENDER

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PHASE II (9.500Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION

*"To be opened only during the bids opening session of the Tenders Board"*

Note should be taken that:-

- (a) *Envelopes bearing any other inscriptions shall be simply rejected*
- (b) *The Contracting Authority bears no responsibility for any missing document and/or premature opening of offers if the external envelop is submitted not sealed by the bidder.*
- (c) *During calculation of prices:*
  - *The amount shall be calculated on the bases of variable prices. The bidder shall fill, in letters and in figures, the unit prices in the price enclosure slip and the unit prices are to be multiplied by the quantities given in order to obtain the amount of his offer for each item.*
  - *The bidder shall express the prices in the Price Elaboration Schedule (PES) and Bill of quantities and cost estimates (BQCE) in francs CFA excluding taxes before adding the taxes to the BQCE only. The prices on the PES shall have priority over those of the BQCE and PE. They shall serve as the bases of calculation of the bidding amount.*
  - *The eventual calculation errors shall be corrected by the Committee for Analysis and the amount altered, if necessary, without any complaints from the bidder.*
  - *A unit price which shall be the price of an element of a good or service, of a type or an item of work, the quantities of which are estimates in the contract shall be calculated in Francs CFA and furnished in figures and in words without taxes, while the total amount shall be calculated without taxes and then with taxes according to the BQCE. The currency that shall be used for payment shall be the FCFA*
  - *As this invitation to tender will consist of a contract whose duration of execution is not more than one (01) year, it shall not be subject to price revision.*
  - *It shall be forbidden to introduce a price revision clause by way of additional clause in the contract awarded on the basis of a firm price.*

### **Article 14: AMOUNT OF THE BID**

Except otherwise stated in the Tender File, the amount of the contract shall cover all the tasks described in the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder. Hence: -

- (a) The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- (b) Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.
- (c) If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.
- (d) All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tenders file.

### **Article 15: CURRENCY OF BID AND PAYMENT**

Offers must be in the prevailing currency of the country where the Contracting Authority is based otherwise must be prove of conversion in an annex.

### **Article 16: VALIDITY OF BID**

Offers shall be valid within the period specified in the Special Tender Regulation and shall be fixed by the Contracting Authority, counting from the date of submission of offers. Offers whose period of validity will be too short shall be considered not being in compliance (rejected) and prolongation of the validity period by a bidder without prior authorisation from the Contracting Authority on request from the bidder shall be rejected.

#### **Remarks:**

- 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 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.
- 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**

#### **Article 22: DATE AND TIME LIMIT FOR SUBMISSION OF BIDS**

Bids bearing the specified address shall be submitted to the **Contracting Authority or the Mayor of Ako Council, Service for contracts award** against a duly signed receipt bearing the **date and time** specified in the Special Tender Regulations. Each bidder after submission shall before departure, ensure that the external envelope (*enclosing envelopes A, B and C*) is **stamped and dated**. After submission **no bid** (regularly submitted) **shall be withdrawn**, supplemented or modified. Hence, in the case where the envelope shall not be sealed or without the appropriate inscriptions on it, the administration shall decline all responsibilities for misdirection or premature opening. Any bid opened prematurely shall be rejected and returned to the bidder.

Hence all documents submitted by a bidder in any capacity, following this open national invitation to tender, must be established exclusively:

- In English or French language,
- Using the metric system for quantities,
- Expressing all costs (prices) in francs FCFA.

#### **Article 23: OUT OF TIME-LIMIT BIDS**

After the specified deadline, any bid shall be declaring late and rejected.

#### **Article 24: MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS**

The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription "**WITHDRAWAL**", and "**REPLACEMENT BID**" or "**MODIFICATION**". Hence: -

- (a) 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.
- (b) In application of paragraph 1, bids being requested to be withdrawn by bidders shall be returned to them unopened.
- (c) 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.

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 notification must be signed by the person mandated to sign for the bidder. 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 OFFER**" or "**MODIFICATION**". The notification of the 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. Bids being requested to be withdrawn by bidders shall not be opened before returning to them.

**NB: - Offers bearing "WITHDRAWAL" and "REPLACEMENT OFFER" or "MODIFICATION" and which shall not be handed back to the bidders shall be transmitted alongside the other offers on the day of opening.**

**- No bid shall 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.**

### **E- OPENING AND EVALUATION OF BIDS**

#### **Article 25: OPENING OF BIDS AND PETITIONS**

Bids shall be opened by the Competent Tenders Board in one phase of two stages (*Stage I and Stage II*) on a date, time and at the venue specified in the Special Tenders Regulations, in the presence of Representatives of the bidders concerned and who wish to attend. Representatives present during the opening shall sign a register or a paper to attest their presence.

Firstly, envelopes marked "**WITHDRAWAL**" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "**REPLACEMENT BID**" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "**MODIFICATION**" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. It is important to note that: -

→ All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates (*in case of opening of financial bids*) and any variant (*where necessary*), the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation. **Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.**

→ Offers (and modifications received in accordance with the provisions of the article of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.

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

#### **Article 31: CONVERSION INTO A SINGLE CURRENCY**

In case of variation in currencies, the committee in charge of evaluation shall convert the prices of bids expressed in various currencies into those in which the bid is payable. The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

#### **Article 32: EVALUATION AND COMPARISON OF FINANCIAL BIDS**

Only offers considered as being in conformity as per the provisions of the General Regulations, shall be evaluated and compared by the committee in charge of evaluation. During the evaluation of offers, the committee in charge of evaluation shall determine for each offer the evaluated amount of the offer by rectifying the amount as follows:

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

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

As well, the estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of offers. Hence, the Contracting Authority reserves the right to accept or reject any modification, difference or reservation. The modifications, differences, variants or other factors which exceed the requirements of the tender file are not taken into account during the evaluation of offers.

#### **Article 33: THE RIGHT BY THE CONTRACTING AUTHORITY TO DECLARE AN INVITATION TO TENDER UNSUCCESSFUL OR CANCEL A PROCEDURE**

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

#### **Article 34: AWARD OF CONTRACT**

Within three (3) days maximum as from the date of reception of the award proposal, the Contracting Authority shall decide either to publish the results or request for re-examination. **If the Contracting Authority decides to publish the results, he shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest** by including, where necessary, proposed rebates, that is, in function of the provisions of the Special Regulations of the invitation to tender, if bidders present bids for several lots of the same invitation to tender, they could indicate rebates offered in case of award of more than one lot. In this case, the lowest bid shall be determined by evaluating the offers with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot. Hence, any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest. This is carried out by careful study on the unit prices, the bill of quantities and cost estimates and the sub detail of prices presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his final contract amount. As concern the procedure for the award, it shall consist of: -

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

#### **NB:**

- In the case where the company does not fulfil these conditions, he/she shall be reminded of his/her chance which shall later on be simply annulled without further notice and the next bidder in the ranking shall be called in for replacement.
- Once the Contracting Authority has signed the contract (Contract), the contractor shall be notified. The contractor shall ensure that he contacts the **Contract Engineer** as soon as possible for the beginning of execution of works within three (03) days to following notification of the Service Order to start work by the Project Owner. Failure to respect the duration shall be considered withdrawal and

## DOCUMENT N° 03

### **SPECIAL REGULATIONS OF THE INVITATION TO TENDER**

The aim of this document is to help the Project Owners or Delegated Project Owners and/or Contracting Authority to furnish specific information corresponding to the clauses of the General Tender Regulations and which must be established for in the contract(s) arising from this invitation to tender. The following provisions which are specific to the works forming the subject of the invitation to tender should complete or where necessary, specify the provisions of the General Regulations of the invitation to tender. In case of conflict, the provisions in the following articles will prevail over those of the General Regulations.

#### **ARTICLE 01: DEFINITION OF WORKS**

The works involved in the execution of the project shall consist of a number of tasks for the **OPENING OF THE MUNICIPAL ROAD TUNGANDE - JEVI - MBANDE PHASE II (9.500Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION**, with the specifications as in the Special Technical Conditions and in the Bill of quantities and cost estimates. The Contracting Authority concerned in this invitation to tender shall be THE MAYOR OF AKO COUNCIL

. The reference of this tenders file is

**N° 009/ONIT/NWR/DMD/AC/ACITB/2026 OF 04/03/2026 FOR THE OPENING OF THE MUNICIPAL ROAD TUNGANDE - JEVI - MBANDE PHASE II (9.500Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION.**

#### **ARTICLE 02: EXECUTION DURATION**

The execution duration for this project shall be **one hundred and twenty (120) calendar days for each phase of the works**, counting in function of the date of notification of the service order to start execution of each phase. Hence, bids shall be evaluated on the basis of execution duration of the tasks involved between a minimum and maximum ninety calendar days. The evaluation method features in the General Regulations. The execution duration proposed by the preferred bidder shall become the contractual execution duration. For this reason, the provisions of this article are such that THE MAYOR OF AKO COUNCIL **expects** net advantages of shorter execution duration.

#### **ARTICLE 03: SOURCE OF FINANCING**

The source of funding for the project shall be the **Budget of the Republic of Cameroon** imputed under the budgetary supervision of MINTP and assigned to the Mayor of Ako Council, North West Region.

#### **ARTICLE 04: ORIGIN OF RESOURCES (MATERIALS, EQUIPMENT AND SUPPLIES)**

The origin of resources for this project shall be in Cameroon and other countries fulfilling the criteria having legal trade conventions with Cameroon. Origin in this invitation to tender means the place from where the resource is extracted, cultivated, produced or fabricated and from where comes the services.

#### **ARTICLE 05: PRESENTATION AND CONTENT OF BIDS**

Bids will consist of three envelopes A, B and C called internal envelopes put in another envelop called external envelope. The content of the three internal envelopes are as follows: -

##### **1. ENVELOPE A-Administrative documents**

Administrative documents attest that the bidder: -

- (a) Has subscribed to the declarations laid down by the laws and regulations in force.
- (b) Contributes to the development of the national economy.
- (c) Is not in a state of collapse or judicial liquidation
- (d) Is not affected by any exclusion or situation of legislation in force
- (e) Has bid bond established in conformity with the model
- (f) Has given powers to a signatory that engages the whole company.

To this effect, the bid submitted by a bidder shall comprise the following documents that shall be separated from each other by colour separators:

- A1. Certified Copy of the Business Registration, not more than three (03) months old
- A2. Declaration of Intention to tender stamped with the tariff in force (written by the bidder)
- A3. Certificate of non-bankruptcy established by the Court of 1<sup>st</sup> instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months old
- A4. Attestation of the bank account of the bidder, issued by a first-rate bank approved by the Ministry in charge of Finance or by a foreign bank of the first order not more than three (03) months old
- A5. Purchase receipt of the tender file issued by the Municipal treasury or any other public treasury of seventy thousand (70,000) F CFA
- A6. A bid bond of 700,000 (seven hundred thousand) F CFA issued by a first-rate bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
- A7. An attestation of non-exclusion from Public Contracts issued by the Public Contracts Regulatory Board (ARMP)

### 3. ENVELOPE C- Financial Documents

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
C1	The tender letter	Format to be completed and tender amount inserted.	Signature, date and stamp of bidder. (see Model Form N° 02 for format)
C2	Unit price schedule	Sub-detail of prices proposed in the price list, that is, the price list in accordance with the model and stating prices exclusive of VAT in words and in figures	Initials on every page and signed on last page. All pages must be stamped with enterprise official stamp.
C3	Bill of Quantities and Cost Estimates	Detailed cost estimates of the works.	Initials on every page and signed on last page. All pages must be stamped with enterprise function stamp.
C4	Sub detail of unite prices	Format to be completed showing detail breakdown of prices.	Initials and stamped on every page

**Note:**

- Plans provided with tender file should not be submitted.
- The constituent documents of each envelope shall be numbered according to the order of the tender file.
- In case of offers for many lots for same invitation to tender, the bidder shall indicate the rebates he is capable of offering in case of an award for more than one lot.

#### **ARTICLE 06: SUBMISSION OF BIDS (OFFERS) – IN HARD AND SOFT COPIES**

Each offer written in English or French shall be signed by the bidder or by a duly authorized Representative and presented in seven (7) copies that is **one (01) original and six (06) copies** labelled as such. These shall be submitted in one external sealed envelope containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical document and Envelope C: Financial document. It shall reach the **premises of the Mayor of Ako Council**, Service in charge of contracts award not later than **02/04/2026 at 10 am** local time. The sealed external envelope shall be free of all identification marks, failing which it shall be rejected.

The sealed external envelope addressed to the Contracting Authority shall bear the following inscriptions:

**OPEN NATIONAL INVITATION TO TENDER**

**N° 009/ONIT/NWR/DMD/AC/ACITB/2026 OF 04/03/2026 FOR THE OPENING OF THE MUNICIPAL ROAD TUNGANDE - JEVI - MBANDE PHASE II (9.500Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION.**

*(To be opened only during the bids opening session of the Tenders Board)*

#### **ARTICLE 07: ADMISSIBILITY OF BIDS:**

Under pain of rejection, administrative documents must be produced in originals or true copies certified by the issuing services of the required administrative documents (*Examples: Taxation Officials, Bank Officials, etc.*) or by Administrative Authorities and must imperatively be produced in accordance with the Special Tender Regulations. They must obligatorily not be older than three (03) months or must not be produced before the signing of the tender file. Double certification shall not be accepted. Any bid that shall not be in conformity with the prescriptions of this notice and tender file shall be declared inadmissible (null and void), especially offers containing a bid bond not issued by a first-rate bank approved by the Ministry in charge of Finance.

The bid bond which shall only be released by the Contracting Authority will be released no later than thirty (30) days after the period of bid validity for unsuccessful bidders. For the contractor (bidder to whom the contract is awarded), the bid bond shall be returned to the contractor by the Contracting Authority once the final bond has been provided and the corresponding amount refunded by the Bank upon presentation of the original bid bond.

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

NB: The contractor shall during site installation, present the originals of the respective certified documents for strict verification of their authenticity.

#### **ARTICLE 08: OPENING OF BIDS (OFFERS):**

Bids shall be opened by the **AKO Council Internal tenders board** in a single phase on the **02/04/2026 at 11am** local time in the conference hall of the Senior Divisional Officer's office. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic, that is, any bid which shall not comply with the requirements of the tender file shall be rejected.

#### **ARTICLE 09: EVALUATION CRITERIA**

They include: -

	Presentation of document in the order given in the tender file		
<b>B.2</b>	<b>List of references of the enterprise in similar jobs</b>		
B.2.1	List of references of the enterprise in similar jobs (at least 150 000 000 F CFA) justified by signed contracts (first and last pages) and minutes of acceptance or attestation of works executed. (Minutes of final acceptance for up to 2023 projects. Minimum acceptance :02 of Contracts realised in the domain of road maintenance over the past five (05) years		
	1 <sup>st</sup> Reference		
	2 <sup>nd</sup> Reference		
<b>B.3</b>	<b>Qualification and experience of the technical staff</b>		
<b>B.3.1</b>	<b>01 works supervisor (at least HND or equivalent certificate)</b>		
	Qualification of the work supervisor (Senior Technician Certificate in Civil Engineering (BAC+2)		
	Professional experience in the project engineer ≥3 years (signed CV) <ul style="list-style-type: none"> <li>• CV signed by the supervisor,</li> <li>• A certified copy of the technical diploma,</li> <li>• An attestation of Presentation of the technical diploma,</li> <li>• An attestation of availability signed by the supervisor,</li> <li>• Certified copy of ID card</li> </ul>		
<b>B.3.2</b>	<b>01 Site foreman (Civil Engineering Technician)</b>		
	Qualification of the site foreman (Technician Certificate in Civil Engineering (BAC F4) or equivalent certificate		
	Professional experience of the site foreman ≥3 years (signed CV) <ul style="list-style-type: none"> <li>• CV signed by the foreman,</li> <li>• A certified copy of the technical diploma,</li> <li>• An attestation of Presentation of the technical diploma,</li> <li>• An attestation of availability signed by the foreman,</li> <li>• Certified copy of ID card</li> </ul>		
<b>B.3</b>	<b>Technical proposals</b>		
B.3.1	Organisation of the project (specify names of the personnel handling the various functions)		
B.3.2	Logical sequence for the execution of the task		
B.3.3	Quality control method		
B.3.4	Environmental protection measures		
B.3.5	Security and safety at the site		
B.3.6	Duration of execution with respect to the tender file		
<b>B.4</b>	<b>Logistics (Equipment put aside for this project)</b>		
B.4.1	Proof of ownership or rental of a pick-up or other van		
B.4.2	Proof of ownership or rental of a dump truck		
B.4.3	Proof of ownership or rental of a concrete mixer		
B.4.4	Proof of ownership or rental of a hand compactor		
B.4.5	Masonry kit: wheel barrows, masonry clamps, harmer 300g, shovels, dig axes, building level, masonry buckets, trowels, spades, etc.		
<b>B.5</b>	<b>Financial capacity</b>		
B.5.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1 <sup>st</sup> class bank located in any area in Cameroon and approved by the Ministry in charge of Finance and respect COBAC conditions		
B.6	Attestation of site visit signed by honour by the Director of the enterprise		
B.7	Comprehensive report of site visit signed by the company engineer and justified by photos		
B.8	Special technical clauses initialled on all the pages and last page signed and stamped		
B.9	Special administrative clauses completed and initialled on all the pages and last page signed and stamped		

## DOCUMENT N° 04

### THE SPECIAL ADMINISTRATIVE CONDITIONS

<b>CONTENT OF THE SPECIAL ADMINISTRATIVE CONDITIONS</b>	
<b>CHAPTER I</b>	<b>GENERAL PROVISIONS</b>
Article 1	Purpose of the Invitation to tender
Article 2	Laws and rules applicable
Article 3	Mode of contract award
Article 4	Language applicable to the Invitation to tender
Article 5	Funding
Article 6	Constituent documents of the Invitation to tender
Article 7	Definition and duties
Article 8	Representative of the Contractor (Entrepreneur)
Article 9	Content of works
Article 10	Service order and correspondence
Article 11	Knowledge of the site, general conditions of tasks and residence of the Contractor
Article 12	Consistency of tasks, Time-limits for execution / time-limits for mobilization
<b>CHAPTER II</b>	<b>EXECUTION OF TASKS</b>
Article 13	Obligation of the Contracting Authority
Article 14	Role and responsibility of the entrepreneur (Contractor)
Article 15	Insurance and protection of the site
Article 16	Planning of work and Sub-contracting
Article 17	Construction drawings and documents
Article 18	Equipment and personnel to be put in place
Article 19	Replacement of key personnel
Article 20	Modification to structures and temporal suspension of execution
Article 21	Materials
Article 22	Demolition of faulty structures and unapproved materials
Article 23	Rights and patents
Article 24	Work phases
Article 25	Access to the site
Article 26	Duties of the Contract Engineer
Article 27	Project site meetings
Article 28	Project record
Article 29	Putting the site at the disposal of the Contractor
Article 30	Security measures
Article 31	Environmental protection
Article 32	Cleaning of the site
Article 33	Operations required before acceptance
Article 34	Provisional acceptance
Article 35	Period of guarantee
Article 36	Maintenance during the period of guarantee
Article 37	Final acceptance
Article 38	Laws governing labour
<b>CHAPTER III</b>	<b>FINANCIAL CONDITIONS</b>
Article 39	Amount of the Contract ( <i>Contract</i> )
Article 40	Price consistency
Article 41	Sub-detailed prices
Article 42	Additional work - variation in the volume and nature of tasks
Article 43	Payment
Article 44	Start-off advance
Article 45	Guarantees
Article 46	Price Revision
Article 47	Stamp duty and registration
Article 48	Tax and customs regime
Article 49	Penalties
<b>CHAPTER IV</b>	<b>FINAL PROVISIONS</b>
Article 50	Risks, reserves and force majeure
Article 51	Settlement of disputes

- Circular Letter N° 0001879/CL/MINFI of 31st December 2025 relating to the execution, Monitoring and Control of the execution of the Budgets of Regional and Local Authorities for 2026 financial year.
- Norms in force in the Republic of Cameroon;
- Other texts specific to contracting fields.

**Article 7: DEFINITIONS OF DUTIES**

For the implementation of the provisions of this invitation to tender:

1. **The Contracting Authority** is **THE MAYOR OF AKO COUNCIL** who shall be the Signatory Authority of the contract arising from this invitation to tender. He shall be responsible for the conservation of the originals of the Contract and the transmission of copies to ARMP through the focal point designated to that effect.
2. **The Project Owner**, that is, the **Mayor of Ako Council** who shall take part in the award and follow-up of the execution of the project in collaboration with the **Contract Engineer** and the Control Service at the Divisional Delegation of Public Contracts for DONGA MANTUNG.
3. **The Authorizing Officer**, that is, the **Mayor of Ako Council** who shall address to the Divisional Delegate of Public Contracts for DONGA MANTUNG, periodic reports on the partial payments made, if any. These reports shall present the state of the advancement of works, the financial situation (payment of the deductions) as well as the difficulties met during the execution of works.
4. **The Contract Manager** is the **Secretary General of Ako Council**, who shall in collaboration with the Contract Engineer to ensure the technical specifications are respected during the execution and submit in maximum every two weeks, reports to the Contracting Authority.
5. **The Contract Engineer** is the **Divisional Delegate of Public Works for DONGA MANTUNG** who shall be in charge of approbation of execution documents, supervising and controlling the technical execution of the works. He shall as well ensure he plays his roles spelled out in Article 26 of these Administrative Conditions and prepare documents for payments.
6. **The Project Manager** is the **Council Development Officer of the Ako Council** who shall be in charge of the technical supervision of the execution of the works. He shall work in strict direct collaboration with the Contract Engineer informing him of all technical issues on the site on a daily basis.
7. **The Control Brigade** shall be that of the Divisional Delegation of Public Contracts for DONGA MANTUNG. It shall carry out routine control of the execution of the specifications of the contract(s) as per its attributions and channel technical advices to the contractor through the Contract Engineer and Project Owner. It shall within a maximum of seventy-two (72) hours forward to the Contracting Authority a report of each control mission carried out.
8. **The Contractor shall be** \_\_\_\_\_

**Article 8: REPRESENTATIVE OF THE CONTRACTOR**

8.1- Within fifteen (15) days that follow the date of notification of the service order to begin work, the contractor shall confirm the site foreman who shall have the right of representation and sufficient authority to direct the site. Signed by the contractor, this confirmation shall be addressed by letter to the Contract Engineer copying the Contracting Authority. Within 8 days, the confirmation shall be considered approved if the Contracting Authority in consultation with the Contract Engineer does not give objection to it.

8.2- For the execution of the present invitation to tender, the contractor "elects Residence in AKO". In case of change of domiciliation without informing the administration, all notifications destined to the contractor shall be addressed care of (c/o) THE MAYOR OF AKO COUNCIL for the execution of the project.

That is, within ten (10) calendar days following notification of the service order, the contractor shall be bound to ensure the foreman who shall have sufficient powers for representation and decision to lead the works is permanent on site. Information on the presence of the foreman on site shall be addressed by letter to the Contract Engineer.

**Article 9: CONTENT OF TASKS TO BE EXECUTED**

The tasks which form the subject of this invitation to tender are spelt out in the Special Technical Conditions.

**Article 10: NOTIFICATION/SERVICE ORDER AND CORRESPONDENCES**

Service Order

Exception of Service Orders patterning to warnings and remedial actions during the guarantee period, other service orders shall be signed by the **Contracting Authority** in at least five (05) copies and notified to the contractor by the **Project manager** relating to the normal execution period of works. The Project Owner shall transmit copies of the notified **Service Order** to the Contractor, **Contracting Authority, Contract Engineer** and the **Public Contracts Regulatory Organ**.

**REMARK: The Contracting Authority shall have the right to notify service orders signed by him that are to be notified by the Project Owner in case this is not done within 30 days.**

Within fifteen (15) days following the notification of the administrative service order to commence works, the contractor should obligatorily designate on the approval of the Contract Engineer the works director, the works foreman endowed with powers of representation and decision to manage the site. Any modification of the technical bid can only take place after a written approval to the Project Owner following the advice of the Contract Engineer.

Hence, Service Orders on warning notices will be signed by the Project Owner and transmitted to the contractor with copies to the Contracting Authority and the Contract Engineer while those on remedial actions during the guarantee period shall be signed by the Contract

The tasks that form the subject of the present invitation to tender consist of all works foreseen in the bill of quantities estimated for the **OPENING OF THE MUNICIPAL ROAD TUNGANDE - JEVI - MBANDE PHASE II (9.500Km), AKO SUBDIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION.**

Time-limits for execution covers:

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

Under no circumstances shall the duration for execution exceed **four (04) months** of the works except in the situation of Force Majeure. Since a contract whose execution duration is maximum one (01) year cannot undergo price revision, price revision shall not be tolerated during the execution of this project.

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

#### **Article 13: OBLIGATION OF THE CONTRACTING AUTHORITY**

The Contracting Authority (CA) shall take all necessary measures to facilitate the execution by ensuring that the contractor submit two (02) original copies of the registered contract and five (05) photocopies of the registered contract within a maximum duration of thirty (30) days as from the date of notification of the contract otherwise he/she (the contractor) will be sanctioned. The copies will be distributed as follow: -

- One original copy to the office of the Contracting Authority
- One photocopy to the office of the Contract Manager
- One original copy to the Contract Engineer
- One photocopy to the office of the Regulatory Organ (*copy to be given to the CA*)
- One photocopy to the office of the Control Brigade
- One photocopy to the office of the Project Manager
- One photocopy to the office of the Chief of Contracts Award (*copy to be given to the CA*)

#### **Article 14: ROLE AND RESPONSIBILITY OF THE CONTRACTOR (ENTREPRENEUR)**

The contractor shall provide to the Contracting Authority two (02) original copies of the registered contract and five (05) photocopies of the registered contract to be distributed as stipulated in Article 13 above and submit a copy each of an original copy to the Contract Engineer and Project Owner. The contractor has as mission to assure the execution of tasks under the control of a Contract Engineer and Project Manager in accordance with the rules and norms in force. Hence, the contractor is responsible with regard to the administration, for the organization and the conduct at the site, the quality of the materials and supplies used by him, their perfect adaptation to the needs of the site and the good execution of tasks. Tasks will be executed in accordance with the plans and technical specifications, that is, according to the rules of the art. To this effect, the contractor shall take all measures to provide all necessary means to hire competent staff.

Hence:

\*He shall within the thirty (30) days from date of notification of the service order to start work, submit to the Chief of Service of the Contract for approval an execution programme otherwise he shall pay penalties amounting up to 1/5000<sup>th</sup> of the contract amount (ATI) for every calendar day of lateness. These penalties shall equally be applied in case of delays after the deadline attributed for corrections to be made on the execution programme. As well, these penalties shall be applied on any stakeholder who delays the process of approving the execution programme submitted or who carries out abusive rejects of the execution programme; in no circumstance shall the execution programme be rejected more than two (02) times.

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

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

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

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

**NB:**

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

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

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

#### **Article 15: INSURANCE AND PROTECTION OF THE SITES**

Civil liability

The contractor shall prove that he has taken out an insurance policy for damages of all sorts caused to third parties

- by his personnel,
- by the equipment used;
- Surrounding properties.

The unit price of the new personnel shall be less by 25% that of the initial price. However, in case of any accident or illness, the contractor shall immediately replace the personnel in question without delay and inform the Contract Engineer, Project Owner and Contracting Authority through the Contract Manager of the contract. The charges emanating from such replacement shall be borne by the contractor and shall not interrupt execution. Hence, the above penalties shall not apply for situations of **force majeure** such as incapacitation of personnel due to accident and death of personnel or in a situation duly recognized by the procedure spelled out in Article 50 of these Administrative Conditions.

**Article 20: MODIFICATION TO STRUCTURES**

During execution, the Contracting Authority shall reserve the right to bring any changes, suppressions and additions to the structure as well as possible suppressions of some works without financial incidence necessary for the proper execution and successful outcome of works. However, this shall be the subject of additional clauses and shall not entitle the contractor to claim compensations or indemnity whatsoever, apart from those provided for in the Special Administrative Conditions.

**Article 21: MATERIALS**

The contractor shall, at his own expense, look for extraction sites of materials necessary for the execution of works if it is incumbent on him to supply materials.

The materials shall comply with the Special Technical Conditions. They shall be subject to tests and trials that the Contract Engineer may prescribe in accordance with the specifications of the contract.

The contractor's means of control, put in place by him at his own expense, shall enable him to carry out the extraction, preparation or production on site, as well as on the construction site, to ensure constant, regular and permanent control.

**Article 22: DEMOLITION OF FAULTY STRUCTURES AND UNAPPROVED MATERIALS**

The Contract Engineer shall have the right to order in writing:

- 1) Removal from the site within forty-eight (48) hours of all materials considered non-compliant with the specifications of the contract and their replacement by the right materials approved following laboratory tests.
- 2) Proper demolition and reconstruction of any structure or part of structure considered non-compliance with the requirements of the contract, with regard to the mode of execution as well as the materials used.

In case of non-compliance, expenses shall be charged to the contractor.

**Article 23: RIGHTS AND PATENTS**

The contractor shall, if necessary, agree with owners or holders of patents whose processes he has applied or intend to apply. He shall pay the required royalties and protect the Contracting Authority against any legal proceedings in the matter.

**Article 24: WORK PHASES**

The contractor shall respect the breakdown of works into various phases as spelt out in his bid so as to make control easy and meet the duration stated in his work plan.

**Article 25: ACCESS TO THE SITE**

The Contract Engineer and any other person authorized by him may, at any time, have access to works, on the site, to workshops and any work place, as well as any place where the materials, manufactured products and tools used for works come from.

Moreover, as part of the duty of checking the effectiveness of works, duly mandated representatives of bodies in charge of payment shall have access to the site and to any information necessary for the achievement of this mission.

**Article 26: DUTIES OF THE CONTRACT ENGINEER**

The duty of the Contract Engineer is to ensure that works are executed properly and in accordance with the terms and conditions of the contract. The Contract Engineer shall not relieve the contractor of any of his obligations under the contract or order any task that may delay the execution of works or lead to additional payment by the Contracting Authority or order any significant modification to the structure to be constructed. The Contract Engineer shall have the power to prepare and sign orders for technical services.

At the request of the Contractor and Contract Engineer, counter-records may be drawn up to fix quantities for some structures. Such records shall be needed in case a structure may not be measured again.

The Contract Engineer shall have the following duties:

- Ensure in collaboration with the Contract Manager of the contract, the approbation of execution documents within seven (07) days otherwise Administrative Sanctions as per the regulations in force shall be applied on him;
- Controlling works on the site to ensure that they are advancing in accordance with the agreed schedule of execution;
- Controlling and approving execution plans, drawings and designs;
- Cross-checking and approving the implantation of works, as each implantation shall be subject to an approval report signed by the Contracting Authority and the contractor;
- Controlling and approving origin of materials and compliance with the terms and conditions of the contract;
- Making a daily statement on works and supplies presented by the contractor;
- Controlling the detailed accounts and provisional monthly statements on works submitted by the contractor;
- Proposing solutions or specifications about works underway to the foreman or contractor;
- Making proposals for preparation of provisional or final acceptance to the Contracting Authority at the request of the contractor;

**Article 27: PROJECT SITE MEETINGS**

Project site meetings shall hold on regular basis at the initiative of the Contract Engineer. Since it shall be a works contract, project site meeting shall take place every week during which the report of each meeting shall be signed on the site by the participants who shall each have

**Remark:** *The technical acceptance report shall be prepared by the Contract Engineer on the site and signed by all commission members on site as well. Technical acceptance shall mark the end of execution of works. Hence, if the Contractor was already within the penalty zone, counts of calendar days overrun shall stop on the day of technical acceptance. In case of delay of technical acceptance caused by one or more members of the commission, the date that was agreed upon and communicated to all members shall mark the end of counts of calendar days overrun.*

**Article 34: ACCEPTANCE (Provisional acceptance)**

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

- The Project Owner----- Chairperson
- The Contract Manager ----- Member
- The Contract Engineer-----Secretary
- The Divisional Delegate MINMAP/DM-----Member
- A Staff of the Control Brigade, DD MINMAP ----- Observer
- The Project Manager (CDO) -----Member
- The Divisional Chief of Local Development, SDO's Office ----- Observer
- The Divisional Delegate MINDEVEL ----- Member
- The Divisional Delegate MINEPAT/DM ----- Member
- The Contractor or Representative ----- Member

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

- Refusal of acceptance of works;
- Acceptance of works.

**Remark:** *A reception report shall be prepared by the Contract Engineer on the site and signed by all commission members on site as well.*

**Article 35: PERIOD OF GUARANTEE**

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

**Article 36: MAINTENANCE DURING THE PERIOD OF GUARANTEE**

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

**Article 37: FINAL ACCEPTANCE**

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

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

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

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

**Remark:** *An acceptance report shall be prepared by the Contract Engineer on the site and signed by all the members on site as well.*

**Article 38: LAWS GOVERNING LABOUR**

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

**CHAPTER III- FINANCIAL CONDITIONS**

**Article 39: AMOUNT OF THE CONTRACT**

The amount of the contract (**35 000 000 Francs CFA, ATI**) shall be stated in the detailed cost estimates, on the flyleaf and on the signature page. The detail cost estimate shall include total without taxes, Value Added Tax (VAT), Income tax (AIR), total taxes, total with taxes inclusive (ATI) and net payable.

- After completion of works and within fifteen (15) days following the date of acceptance, the contractor shall, from the joint records, draw the draft final account of works actually carried out which shall sum up the amounts that he can claim as payment for the works executed. The draft final account which shall be the summary of the periodic statements of account shall be submitted by the contractor for verification and approval by the Contract Engineer and once approved by the Contract Engineer the draft final account shall become the final account. It shall serve for making out the final payment to settle the contract drawn up under the same conditions as those defined below relating to drawing of monthly accounts;
- At the end of the period of guarantee, the Contract Engineer shall draw up the general and final account which shall be countersigned by the contractor and the Contracting Authority. The guide on how this account shall be established shall be provided by the Contracting Authority who shall depend on how the Contractor respected his commitments during the guarantee period;
- The signing of the general and final account without reserve by the contractor shall definitely bind the parties and put an end to the contract, except for issues concerning default interests;
- Default interests shall be paid by statement of the amounts owed;
- The currency of the tender and payment shall be the CFA Franc.
- The bill of taxes will be paid into the state coffers. Only amount without taxes will be paid to the contractor in such a way that 98.9% shall be paid in the account of the contractor and 1.1% shall be paid in the public treasury.
- Upon presentation of an account drawn up by the contractor in eleven (11) copies including the stamped original copy, the Contract Engineer shall after verification finalize and transmit to the Contract Manager for the contract (**The Secretary General of Ako Council**) who in turn shall verify and sign as a means to order for payment and transmit to the Authorizing Officer/ Project Owner. The **Project owner** after verification and concluded good for payment shall affix a **VISA** and transmit to the **Divisional Treasury Nkambe** who shall commit the State of Cameroon for payment to be carried out as defined in the contract in respect to the information on the credit card;

Each request for payment shall include the following documents:

- Seven copies of the final account mentioned above;
- Seven copies of signed Statements of work done;
- Acceptance report signed by all the members of the acceptance committee;
- Report of execution of work ("attachement") signed by the Contract Engineer and bearing the visa of the authorising officer;
- A copy of the following documents making up the tax file certified by the relevant Authorities and dated less than three (03) months:
  - > An attestation of non-indebtedness;
  - > A location plan
  - > An attestation of localisation ;
  - > A Taxpayer's card;
  - > A Business licence ;
  - > A clearance attesting to the payment of taxes;
  - > An attestation of solvency (non-bankruptcy), also called certificates of incorporation;
  - > A Clearance Certificate issued by the National Social Insurance Fund ("NSIF").
  - > An attestation of Bank account;

**REMARK:** Payment on account may be spread over the duration of the execution of the Contract according to technical execution phases as defined in the Contract. The amount of payment shall not exceed the value of the technical execution phases carried out. In such a case, for payment to be effected the contractor shall before the 5<sup>th</sup> of every month following the works executed transmit eleven (11) copies of the partial invoices to the Contract Engineer who shall within a time-limit of seven (7) days approve and forward for processing.

\* Venue of payment of works executed

It shall be carried out by the **Divisional Treasury Nkambe**.

#### **Article 44: START-OFF ADVANCE**

The Contractor may through a simple request without any justification addressed to the Project Owner with copy addressed to the Contracting Authority obtain a so-called "start-off" advance or advance "for purchase of building materials". The Start-Off Advance or payment of the start-off advance shall be at most 20% the initial contract price (*i.e. all taxes inclusive*) but the advance must be guaranteed at 100% by a Bank recognized by Cameroon Ministry in charge of Finance or a First-Rate financial institution. This advance may be released after the notification of the Service order to start the work. It is reimbursed by deduction done at 50% on each payment on the account ("décompte") made to the contract holder during execution as from when works must have been executed at 40% of the contract and must be totally reimbursed not later than when the execution of the contract must have reached 80%, i.e. when the value of the basic price of the goods & services rendered shall have reached 80% of the contract price. Following of the rate of reimbursement of the advance, the Contracting authority shall authorize the payment of the corresponding part of the contract upon written request. Whatever be the case, the reimbursement must be completed one (01) month before the date of expiration of the contractual period. As the start-off advance is refunded, the Contracting Authority shall release the corresponding bid bond if the contractor requests it.

#### **Article 45: GUARANTEES**

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

##### **a) Final bond**

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

**Remark: The total of penalties shall not be more than 10% the amount of the contract concerned otherwise the contract will be terminated.**

#### **CHAPTER IV: FINAL PROVISIONS**

##### **Article 50: RISKS, RESERVES AND FORCE MAJEURE**

The Contractor may during execution be subjected to risk(s) which can give rise to reserves that need to be recognized by the Contract Engineer.

Force majeure shall include the effects of natural disasters or any other external events that the contractor could not have reasonably foreseen or avoided, and which make works impossible and not only costly. In case of force majeure, the contractor shall be relieved of his responsibility only if he has notified in writing to the Contract Engineer with copies forwarded to Project Owner and Contracting Authority of his intention of how the effect(s) on execution arising from the Force Majeure should be treated. This shall be done before the end of the 20<sup>th</sup> day following the event. The Contract Engineer shall visit the site of the Force Majeure, carry out his own evaluation of its gravity basing as well on the evidence given by the contractor and decide on the nature of force majeure and if he considers that the Contractor's preoccupation(s) should be taken into account: -

- He the Contract Engineer shall forward to the Project Owner a succinct report bearing his appraisal and suggestion(s);
- The Project Owner shall cross examine the report of the Contract Engineer through discrete investigations and decide on the way forward. In case where the Contractor solicited for suspension of execution or prolongation of the execution duration and that the Project Owner validates the suggestion(s) of the Contract Engineer, he shall forward his suggestion(s) in a report to the Contracting Authority.
- The Contracting Authority shall equally carry out an appraisal of the report through discrete investigations and take a final decision on the final way forward.

##### **Article 51: SETTLEMENT OF DISPUTES**

Any dispute arising between the parties shall first of all be subject to an attempt through direct amicable settlement. In the absence of an amicable settlement, any dispute relating to this invitation to tender shall be carried before the Cameroonian court of competent jurisdiction.

##### **Article 52: TERMINATION OF CONTRACT**

The contract may be terminated as per article 100 of decree No. 2018/366 of 20<sup>th</sup> June 2018 to lay down the Public Contracts Code and the following special conditions:

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

##### **Article 53: SPECIAL COMMERCIAL CHARGES**

The contractor shall declare that the contract agreement has not given and shall not give rise to the collection of special commercial charges.

In case special commercial charges are provided for under the contract agreement, the contractor shall reserve the amount of these charges for the Contract Engineer on behalf of the Contracting Authority.

## TECHNICAL SPECIFICATIONS FOR EXECUTION

This technical description is intended to define the content FOR THE OPENING OF THE MUNICIPAL ROAD TUNGANDE - JEVI - MBANDE PHASE II (9.500Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION.

It specifies the quality of materials and the mode of execution in keeping with the rules and in compliance with the constituent documents of the Contract. Hence, this descriptive has as objective the definition of the consistence of works to be executed in accordance with the plans and according to technical norms for the execution of public projects.

### **Description of tasks**

The main tasks to be carried out shall be the following order as per the bill of quantities and cost estimates:

000: SITE INSTALLATION AND PRELIMINARY WORKS
--

100: CLEANING AND EARTH WORKS
-------------------------------

300: DRAINAGE WORKS
---------------------

### **Reference documents**

In the study and execution of the Contract, the successful bidder shall comply with the following:

- Statutory and regulatory instruments (laws, ordinances, decrees, orders)
- Unified technical documents (requirements, special conditions, designing rules)
- French norms approved by ARNOR
- Security rules and norms relating to public protection
- Agreements, technical opinion and recommendations of the CSTB applicable to works relating to this invitation to tender in force on the date of signature of this Contract.

To carry out the general control of works, the Contract Engineer and the other administrations involved in the follow-up of the project may make regular or unexpected visits to the site.

The description of estimates is intended to spell out the technical requirements for a proper execution of the construction works.

The Contractor shall strictly comply with the description of estimates in keeping with rules and norms prescribed in the DTU, the ARNOR norm.

Hence for: -

### **Article 01: STRUCTURE AND EXECUTION PLANS:**

It is the duty of the Contractor to realize the structures as per the execution plans that shall be approved by the Contract Engineer and sample models of equipment and furniture provided by the project owner.

### **Article 02: PRELIMINARY WORKS:**

These works concern the demolition of any existing structure on the site and the evacuation of the rubbish to the public discharge, the clearing and levelling of the site where necessary. To do these, the Contractor shall obtain all the documents necessary for the realization of the Contract from the competent services concerned. He shall also make contacts with the water, electricity and telephone network authorities in case their network shall be tampered with.

### **Article 03: INSPECTION OF WORKSITE INSTALLATIONS:**

Through the Contract Engineer, the Contractor shall furnish the owner of the project within the shortest possible time with an installation plan showing clearly how he intends to run the work site. A fence in local materials enclosing the whole work site to avoid trespassing and site sign board bearing information recommended to be posted shall be in place during this inspection mission. To install, the contractor with his/her personnel shall be installed on the site by a Commission comprising of:

- The Project Owner----- Chairperson
- The Contract Manager -----Member
- The Contract Engineer-----Secretary
- A Staff of the Control Brigade, DD MINMAP ----- Member
- The Project Manager (CDO) ----- Member
- The Representative of DD MINEPAT DM----- Member
- The Contractor -----Member

**Remark:** *A report on the site installation shall be prepared by the Secretary on the site and signed by all the members on the site.*

### **Article 04: PROTECTION OF STRUCTURES AND MATERIALS:**

The Contractor shall be responsible for the protection of the structures before final reception. He shall be equally responsible for all tools and materials present at the work site. He shall seek an insurance policy to cover theft and fire incidence.

### **Article 05: PRECAUTION AGAINST ACCIDENTS:**

The Contractor shall take all preventive measures against accidents. The owner of the project reserves the right to intervene in case of any emergency without necessary interfering with the responsibilities of the Contractor.

### **Article 06: VERIFICATION OF DIMENSIONS:**

- Rods** shall be mild steel reinforcement, Tor or high yield (*Haute Adherence HA*) Steel in accordance with the R/C & 3 rules. The steel shall be perfectly clean without any trace of rust, non-adhesive to paint or grease. The reinforcement steel for reinforced concrete shall be of type HA FeE500 for the main reinforcement steel rods and HA 8mm for the stirrup rings.
- Sand**: Will be free from oxide, organic material of animals or plant origin. Sieving shall vary from 0.08 to 2.5mm for mortar and other resisting surfaces like concrete structure shall vary from 0.16 to 5mm. It shall be river sand and nothing else. The sand shall have very fine elements settlement of less than 4%.
- Aggregate** shall consist of natural and homogeneous materials or crushed stones. Tiny layer of grave (dust) shall be removed by sieving, blowing or washing. The fine and coarse aggregates may either be from the river or quarry crushed and must be approved by the Contract Engineer before any use on the site. The gravels shall be clean and well graded with very fine elements settlement of less than 2%.
- Water**: To be used for the mixture mortar, concrete and washing of aggregates. Shall be clean and free from impurities, meaning potable water.
- Cement**: To be used mostly for cement mortar and for all concrete mixtures, they must satisfy the general conditions laid down by regulation in force. The cement which shall not show any trace of uneven mixture shall be of resistance 42.5, from an approved factory. Storage on the building site shall be done on a dry and ventilated floor. Any stock presenting an unsatisfactory pulverulent condition will be discarded and cleared away within four (04) days.
- Shuttering**: hard wood, to bear without any noticeable distortion, the load and pressure of concrete, the effect of vibration and weight of workers involved in setting it up.

#### **Article 10: TECHNICAL REQUIREMENTS**

The Contractor shall comply with the laws in force concerning fire protection, thermal insulation, acoustical insulation and ventilation; even if provisions have not been made in the plans and written documents.

It should be noted that all the works to be carried out or modified following amendments brought in keeping with the rules, shall be charged to the Contractor.

#### **Article 11: PROTECTION OF THE ENVIRONMENT**

The entrepreneur will propose to the Contract Engineer, before the beginning of works, the place of his yard facilities and will request his authorization of installation.

The site must be chosen outside of the sensitive zones, in order to limit the site clearing, the extraction of bushes, the setting out of the building and general circulation.

The site must foresee an adequate drainage of waters on the whole surface. The maintenance areas and of washing should be concreted. These maintenance areas should have a slope toward a cesspool provided for the purpose and toward the inside of the platform in order to avoid the out-flow of the polluting products toward the site and the neighbourhood.

At the end of the works, the entrepreneur will do all necessary works to the restoration of the various places of the site. The entrepreneur should fold all his material, and equipment. He should demolish all stationary installation, as foundation, support made of concrete or metallic, etc.. in order to put back the site in its nearest initial state. Neither equipment nor materials should be abandoned on the site or in the vicinity after the execution of all the works. Left-over materials are to be covered with a layer of earth, and the site has to receive an adequate drainage in order to avoid all erosion as the case may be. The environmental impact notice/assessment shall be issued by the Service of environmental protection (MINEPDED/DM).

### **MODE OF EXECUTION OF WORKS**

#### **Article 12: STRUCTURES OF THE SITE**

The Contractor shall be in charge of the setting up operations which shall include:

- Development of access roads and platforms for the structures of the site (raising of buildings, etc.), premises for the storing of materials and parking of equipment and vehicles, including the necessary coatings and their maintenance;
- An identification board and a notice board of the building site;
- Putting up a structure containing a storehouse and an office equipped with a table and chairs where the project record and graphic documents shall be available on a permanent basis.
- Supplying water (if possible) and guarding;
- Any other measure for the proper running of the site;
- Conveyance and folding up of any material needed on the site;
- Dismantling and folding up of structures;
- Their possible transfer;
- Development and maintenance of premises for setting up and execution of work;
- Putting in place of means which are essential for the safety of personnel and users, especially putting signals on the site;
- Cleaning of the surrounding after execution of work.

The plan relating to setting up operations shall give all the details on the following points:

- In addition, setting up operations shall include the actual mobilization of supervisory staff, the foreman, etc.

#### **Signals, safety, miscellaneous**

The Contractor shall plan to put in place temporary signals essential for the safety of users and personnel of the enterprise. Safety measures shall be part of the plan of execution to be provided by the Contractor at the start of work.

# **THE SCHEDULE OF UNIT PRICES (*PRICE ENCLOSURE SLIP*)**

## **CONTENT**

### **CHAPTER I GENERAL PROVISIONS**

Article 01- General

Article 02- Definition and consistency of prices

## **THE SCHEDULE OF UNIT PRICES**

### **Article 01: GENERAL**

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

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

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

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

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

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

### **Article 02: Definition and consistency of unit prices**

<b>BILL OF QUANTITIES AND COST ESTIMATE FOR THE OPENING OF THE MUNICIPAL ROAD TUNGANDE - JEVI – MBANDE PHASE II (9.500Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION</b>					
<b>PRICE N°</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>U.P.</b>	<b>AMOUNT</b>
	<b>SERIE 000 : INSTALLATIONS</b>				
TM001	Site installation and Environmental Impact Notice	Ls	1.00		
TM002	Bringing and folding up of equipment	Ls	1.00		
TM003	Environmental Impact Notice	Ls	1.00		
	<b>TOTAL SERIES 000</b>				
	<b>SERIES 100 : CLEANING AND EARTH MOVEMENT</b>				
TM101	Grass cutting	m <sup>2</sup>	2,700.00		
TM104	Cut and throw	m <sup>2</sup>	780.00		
TM108a	Fill from borrow pit	m <sup>3</sup>	500.00		
TM110	Molding of the platform	m <sup>2</sup>	7,400.00		
TM112	Reprofiling and compacting of the platform	m <sup>2</sup>	12,600.00		
TM114a	Creation of side drains with the use of a grader	ml	2,700.00		
TM115	Wearing course with laterite	m <sup>3</sup>	1,110.000		
	<b>TOTAL SERIES 100</b>				
	<b>SERIES 300 :DRAINAGE</b>				
TM307a	Supply and installation of metallic culvert Φ800	ml	25.20		
TM309a	Masonry chamber for culvert Φ800	U	4.00		
TM310a	Masonry culvert head Φ800	U	4.00		
TM313	Masonry V-gutters 130x65cm	ml	50.00		
	<b>TOTAL SERIES 300</b>				
	<b>TOTAL EXCLUDING TAXES</b>				
	<b>T.V.A (19,25%)</b>				
	<b>TOTAL ATI</b>				
	<b>A.I.R (2.2 or 5.5%%)</b>				
	<b>NET PAYMENT</b>				

***This estimate is closed at the sum of:***

Director

**T N° 08**

**DETAIL PRICE BREAKDOWN**

Description:

Price N <sup>o</sup>	Daily output	Unit	Total quantity		Unit	Activities' Duration
<b>Personnel (Labour)</b>	<b>CATEGORY</b>	<b>N<sup>o</sup></b>	<b>Daily Salary</b>	<b>Number</b>	<b>Paid man-days</b>	<b>AMOUNT</b>
	Works Supervisor	man-day				
	Foreman	man-day				
	Skilled labour	man-day				
	General labour	man-day				
					<b>Total (A)</b>	
<b>Equipment</b>	<b>Type</b>	<b>Unit</b>	<b>Daily rate</b>		<b>Days Billed</b>	<b>AMOUNT</b>
					<b>Total (B)</b>	
<b>Materials</b>	<b>TYPE</b>	<b>Unit</b>	<b>Unit Price</b>		<b>Consumption</b>	<b>AMOUNT</b>
					<b>Total (C)</b>	
<b>D</b>	Total Direct Cost				<b>A+B+C</b>	
<b>E</b>	General site Expenses	<b>10%</b>			<b>Dx10%</b>	
<b>F</b>	General Head Office expenses	<b>5%</b>			<b>Dx5%</b>	
<b>G</b>	Cost price				<b>D+E+F</b>	
<b>H</b>	Risk + Profit	<b>10%</b>			<b>Gx10%</b>	
<b>P</b>	Bid price Excluding Taxes				<b>G+H</b>	
<b>V</b>	Unit Bid price Excluding Taxes				<b>P/Qty</b>	

ON THE ONE HAND,

**AND:**

THE ENTERPRISE (Company): .....P.O BOX .....TEL. ....

TRADE REGISTER NO (N° RC): .....TAXPAYER N°: .....

BANK ACCOUNT N°: .....AT ..... (BANK)

AGENCY OF: .....

REPRESENTED BY MISTER (Mr.) .....HEREINAFTER REFERRED TO AS "THE

**CONTRACTOR**

ON THE OTHER HAND,

IT HAS BEEN ACCEPTED AND AGREED AS FOLLOWS:

**CONTENTS**

Title I : THE SPECIAL ADMINISTRATIVE CONDITIONS

Title II : THE SPECIAL TECHNICAL CONDITIONS

Title III : THE DETAILED COST ESTIMATES

Page N° \_\_\_\_ and last page of Contract N°...../JO/NWR/DMD/AC/ACITB/2026 OF ..... signed following an Open National Invitation to Tender N°...../ONIT/NWR/DMD/AC/ACITB/2026 OF .....

WITH: .....

**OPENING OF THE MUNICIPAL ROAD TUNGANDE - JEVI - MBANDE PHASE II (9.500Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION.**

**EXECUTION DURATION: (120) CALENDAR DAYS (FOUR (04) MONTHS)**

**AMOUNT OF THE CONTRACT IN FCFA:**

TOTAL WITHOUT TAXES	F CFA
VAT = 19.25%	F CFA
TOTAL WITH TAXES (ATI)	F CFA
AIR (2.2% or 5.5% depending on the regime)	F CFA
TOTAL TAXES	F CFA
NET TO BE PAID	F CFA

**NB:** This Contract is signed in the amount of \_\_\_\_\_ FRANCS CFA (All taxes inclusive ATI)

READ AND APPROVED BY THE CONTRACTOR

AKO, the

SIGN, THE MAYOR OF AKO COUNCIL  
CONTRACTING AUTHORITY

REGISTRATION

**D  
O**

## FORM N° 02

### THE MODEL TENDER LETTER

I (We) the undersigned .....  
Acting in the capacity of ..... in the name and on behalf of.....  
.....at .....RC N°. ....by virtue of the power  
vested in me (us), resident at ..... (Town) ....., P.O.Box....., telephone N°. ....  
..... after having studied all the documents of the tender file relating to the Invitation to Tender  
N°. ...., and after having assessed in my (our) point of view and under my (our)  
responsibility the nature and difficulties entailed with the execution of the job, I (we) do hereby tender and  
commit myself (ourselves) to carry out works for the **OPENING OF THE MUNICIPAL ROAD TUNGANDE -  
JEVI - MBANDE PHASE II (9.500Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH  
WEST REGION.**, in keeping with the terms and conditions of the tender file in return for the sum  
of.....FCFA (.....Francs) *Total without Tax+VAT*, calculated on  
the basis of the unit prices stated in the Unit Price List and the detailed estimates, appended to this tender.  
The prices stated are tax inclusive.

I commit myself (we commit ourselves) if my (our) tender is retained, to execute the contract within four  
(04) months as from the date of notification of the Service Order to start works.

I hereby commit myself (we hereby commit ourselves) to maintain the amount of my (our) tender for a  
period of ninety (90) days with effect from the deadline for submission of bids.

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

Enclosed with this tender are:

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

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

Signature(s)

Bidder(s)

For companies, indicate:

*The company (company or trade name, form, nationality and registered office)*

« represented by the undersigned ..... » *(Name, first name and status)*

For companies without a legal status, indicate:

« We, the undersigned, ..... »

*(For each person: name, first name, company name, nationality, location of the registered office)*

« Constituted in a group of companies for the execution of the contract arising from this invitation to tender,  
jointly commit ourselves ..... »

Fiscal stamp
1500

**FORM N° 04**  
**MODEL BID BOND**

Whereas \_\_\_\_\_ (Hereafter called the "the bidder") has submitted its bids 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 OF 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 guarantee No.....

**To: MAYOR OF AKO COUNCIL, DONGA MANTUNG DIVISION, NORTH WEST REGION, 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 OF AKO COUNCIL, acting in the capacity of Contracting Authority, and....., acting as contractor for the **OPENING OF THE MUNICIPAL ROAD TUNGANDE - JEVI - MBANDE PHASE II (9.500Km), 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 MAYOR OF 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 **Mayor of AKO Council**, at the written request of THE MAYOR OF 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 OF 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 (Messrs).....

Signature(s) & stamps .....

FORM N° 8

**INFORMATION OF KEY PERSONNEL DEPLOYED TO THE PROJECT**

DESCRIPTION	NAME	QUALIFICATION	EXPERIENCE	FUNCTION
TECHNICAL				
ADMINISTRATIVE				
SUPPORT STAFF				

**FORM N° 10**  
**THE CURRICULUM VITAE**

Name & First name : \_\_\_\_\_

Date of birth : \_\_\_\_\_

Nationality : \_\_\_\_\_

Level of education

Languages Spoken	Level	Very good	Good	Average	Poor
ENGLISH	Written				
	Read				
	Spoken				
FRENCH	Written				
	Read				
	Spoken				
LOCAL LANGUAGE OF THE AREA OF THE PROJECT	Written				
	Read				
	Spoken				

Training school : \_\_\_\_\_

Date of admission : \_\_\_\_\_

Date of graduation : \_\_\_\_\_

Diploma obtained : \_\_\_\_\_ Date \_\_\_\_\_

Specific knowledge : Publication, research work \_\_\_\_\_

Date of start of service : \_\_\_\_\_

Nature of service rendered : \_\_\_\_\_

Number of years of service : \_\_\_\_\_

Number of years in the company : \_\_\_\_\_

Date of start of service in the company : \_\_\_\_\_

**WORK EXPERIENCE (\*)**

(\*) – Work attestations issued by the various employers shall be enclosed with this curriculum vitae which shall be signed.

- The curriculum vitae shall highlight the importance of projects in which the personnel has worked and the position he actually held in the said projects.

**FORM N° 12**  
**THE EQUIPMENT LIST**

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

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

**Remark-** For equipment I will take on hire I hereby attached to this form certified attestations (*lease documents*) of commitment between I and the Owner(s) of the equipment(s).

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

*Signed*

**FORM N° 14**  
**THE SITE VISIT REPORT**  
*[not more than five (05) pages]*

**LETTER HEAD OF THE COMPANY**  
***(here)***

I) INTRODUCTION

TENDER REFERENCE .....

DATE OF VISIT:..... TIME OF VISIT:.....

II) COMMENTARY:

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

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

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

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

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

IV) AVAILABILITY OF MATERIAL FOR THE EXECUTION OF THE PROJECT

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

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

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

**TESTIFYING SIGNATURE**

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

**CONFIRMATORY SIGNATURES**

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

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

f) The methodology of intervention and execution of work		EVALUATION (Yes or No)		
f1	Site organisation in teams or options			
f2	Description of the socio - environment measures for site protection			
f3	Dispositions provided for the securisation of personnel and other users			
f4	Use of local manpower			
f5	CCTP fully initialled and dated on each page and signed on the last page			
<b>TOTAL f</b>		/5	/5	/5
g. Planning of execution of works		EVALUATION (Yes or No)		
g1	Coherent planning with respect to tasks			
g2	Manpower deployment plan			
g3	Material deployment plan			
g4	Organisational chart of the enterprise			
<b>TOTAL g</b>		/4	/4	/4
I. Pre-financing		EVALUATION (Yes or No)		
e1	Attestation of credibility shall be at least 55% of the bid price			
<b>TOTAL</b>		/1	/1	/1
<b>GRAND TOTAL</b>		/35	/35	/35
<b>NB: The minimal technical acceptable mark is 75% of the technical mark, i.e. All bids having less than 80/100 of the technical marks shall be eliminated. 75/100</b>				
<b>Resolution:</b>				
IV	FINANCIAL ANALYSIS	EVALUATION		
		A	B	C
1	Unit Price Schedule			
2	Bill of Quantities and Cost Estimate			
3	Sub Detail of Unit Prices			
4	Bidder's Financial Proposal			
<b>NB) The non existence or Laxity noticed at the study of prices and Arithmetic errors shall be corrected by the Technical Sub Committee with respect to the invitation to Tender</b>				
<b>FINAL RESOLUTION OF THE EVALUATION COMMISSION (use the corrected offer)</b>				

This evaluation will be done in a purely positive way (YES) or negative way (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.

## DOCUMENT N° 12

### **LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES AUTHORISED TO ISSUE BONDS FOR PUBLIC CONTRACTS**

#### **LIST OF FINANCIAL INSTITUTIONS AGREED BY THE MINISTER OF FINANCE**

- 1- Afriland First Bank (First Bank);
- 2- Banque Internationale du Cameroun pour l'Épargne et le Crédit (BICCEC) ;
- 3- CITI BANK Cameroon (CITI-C);
- 4- COMMERCIAL BANK CAMEROON (CBC);
- 5- ECOBANK Cameroun (ECOBANK);
- 6- National Financial Credit Bank (NFC-BANK);
- 7- Société Commerciale de Banque Cameroun (CA-SCB);
- 8- Société Générale des Banques au Cameroun (SGBC) ;
- 9- Standard Chartered Bank Cameroon (SCBC);
- 10- City Bank Cameroon (City group);
- 11- Union Bank of Cameroon (UBC).
- 12- United Bank for Africa (UBA);
- 13- Banque Atlantique du Cameroun (BACM);
- 14 CCA Bank
- 15 Banque Gabonaise pour le Financement International (BGFI BANK)

**This list is available at ARMP.**

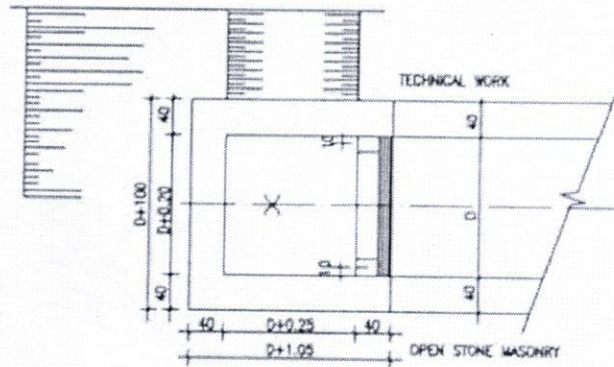
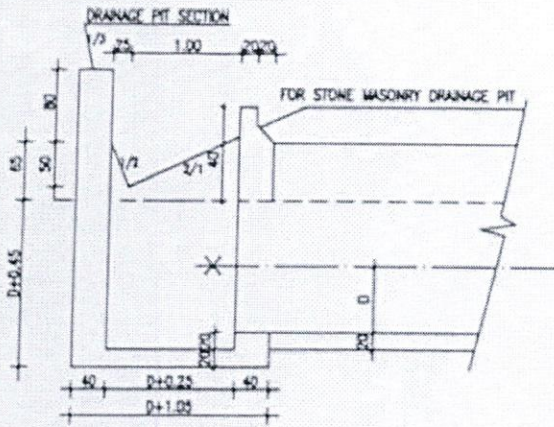
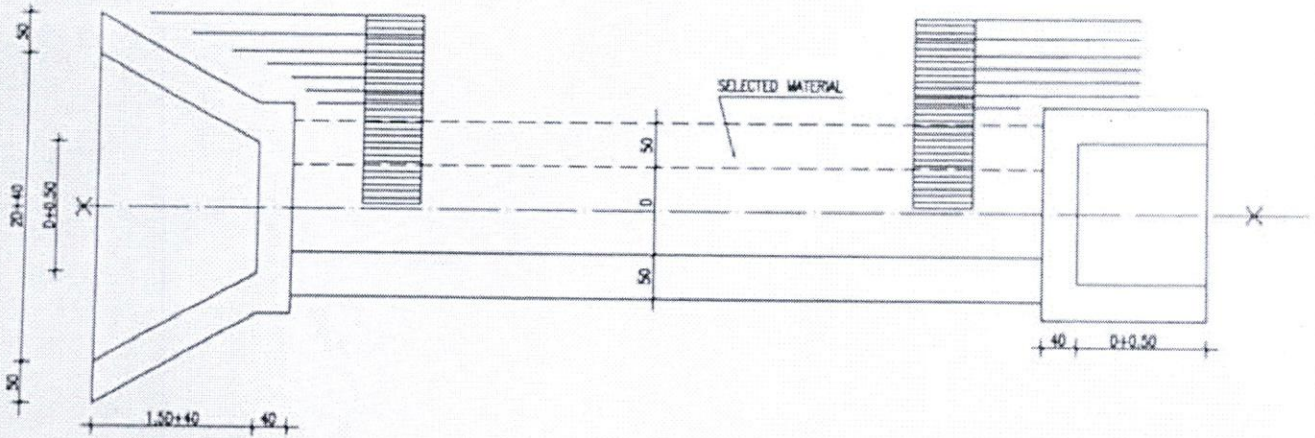
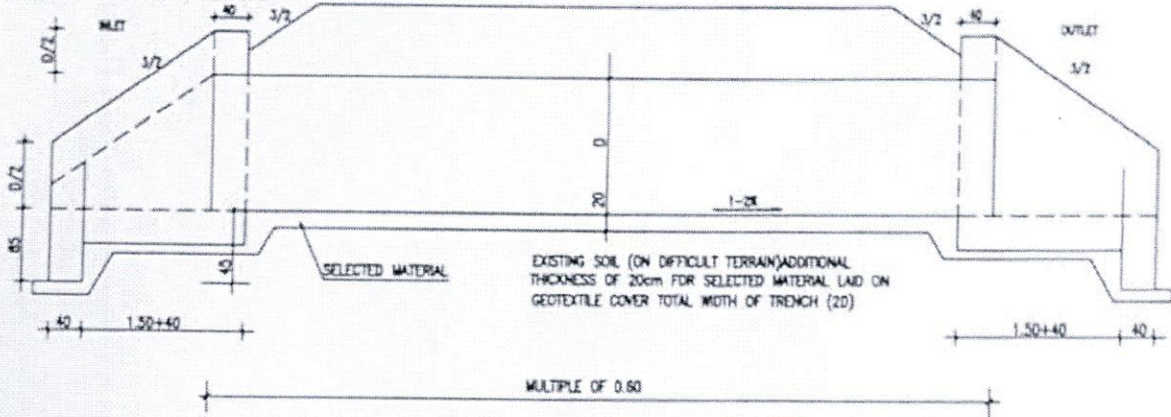
#### **B- INSURANCE COMPANIES**

1. CHANAS Insurance
2. Activa Insurance
3. Zenith Insurance

## METALLIC CULVERTS $\phi 800-100\&1500$

THE MOUNTING OF METALLIC CULVERT SHEETS SHALL BE EFFECTED IN CONFORMITY WITH THE INSTRUCTIONS OF THE MANUFACTURERS.

D=diometer of the culvert



Project: OPENING OF THE ARRIVING - BRG ROAD

Project Owner: BIELO COUNCIL / PNDP

Drawn by: ERNO VICTOR AMER  
Civil Engineer