

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<sup>o</sup> 008/ONIT/NWR/DMD/AC/ACITB/2026 OF 04/03/2026 FOR THE OPENING  
OF THE MUNICIPAL ROAD TUMBO – KWAPARA (LENGTH 5.00KM), AKO COUNCIL AREA,  
DONGA MANTUNG DIVISION, NORTH WEST REGION**

**THROUGH EMERGENCY PROCEDURE**

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

**EXPENDITURE AUTHORIZATION N°: 60 30 322 0 32000001 0421464211**

**VOTE OF CHARGE N°: JB04669**

**2026 FISCAL YEAR**

REPUBLIQUE DU CAMEROUN

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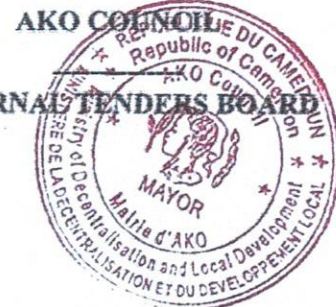


REPUBLIC OF CAMEROON

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INTERNAL TENDERS BOARD

## TENDER NOTICE

**OPEN NATIONAL INVITATION TO TENDER N° 008/ONIT/NWR/DMD/AC/ACITB/2026 OF 04/03/2026 FOR THE OPENING OF THE MUNICIPAL ROAD TUMBO – KWAPARA (LENGTH 5.00KM), 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 TUMBO – KWAPARA (LENGTH 5.00KM), 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 TUMBO – KWAPARA (LENGTH 5.00KM), 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 TUMBO – KWAPARA (LENGTH 5.00KM), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION**

5) **ESTIMATED COST:** The estimated cost after preliminary studies is **Thirty million francs (30,000,000) fcfa**

Subject	Amount for the Project	Vote of charge N°	Expenditure authorization N°
TUMBO – KWAPARA (LENGTH 5.00KM),	30,000,000 FCFA	JB04669	60 30 322 0 32000001 0421464211

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 MINADER 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 **Six hundred thousand (600,000) 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 TUMBO – KWAPARA (LENGTH 5.00KM),	TUMBO - KWAPARA	600,000 fcfa	60,000 fcfa

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/NTW as soon as this notice is published against payment of a non-refundable sum of sixty thousand (60,000), 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, 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.006/ONIT/NWR/DMD/AC/ACITB/2026, OF 04/03/2026 FOR THE OPENING OF THE MUNICIPAL ROAD TUMBO – KWAPARA (LENGTH 5.00KM), 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
- DDMINDEVEL
- File/Chrono
- Notice Boards

*Nkwai Jolliffe Nkanya*  
BA / MA / MBA

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### AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT No.009/AONO/NWR/DMD/AC/ACITB/2026 DU 04/03/2026 POUR L'OUVERTURE DE LA ROUTE TUMBO – KWAPARA (LENGTH 5.00KM), DEPARTEMENT DE DONGA MANTUNG, REGION DU NORD-OUEST

1) **OBJET DE L'APPEL D'OFFRES** : Dans le cadre de l'exécution du Budget d'Investissement Public 2026, l'Etat de Cameroun représenté par, le Maire de AKO lance un Appel d'Offres national ouvert pour les travaux de L'OUVERTURE DE LA ROUTE TUMBO – KWAPARA (LENGTH 5.00KM), DEPARTEMENT DE DONGA MANTUNG, REGION DU NORD-OUEST

2) **Consistance des travaux/ Nature du service**

Les travaux objets du présent appel d'offres concerneront L'OUVERTURE DE LA ROUTE TUMBO – KWAPARA (LENGTH 5.00KM), DEPARTEMENT DU DONGA MANTUNG, REGION DU NORD OUEST

Les travaux sont détaillés dans les descriptions mentionnées dans le cadre du détail quantitatif et estimatif.

3) **DELAÏ D'EXECUTION** : Le délai prévu pour l'achèvement des travaux du présent appel d'offre est de Cent-vingt jours continus (04 mois) à partir du jour de la notification de l'ordre de service de démarrage des travaux.

**Allotissement** : Les travaux sont en un (01) lots ci-après définis : L'OUVERTURE DE LA ROUTE TUMBO – KWAPARA (LENGTH 5.00KM), DEPARTEMENT DE DONGA MANTUNG, REGION DU NORD-OUEST

4) **Coût prévisionnel** : Le coût prévisionnel de l'opération à l'issue des études préalables est de ;

Projet	Localité	Coût prévisionnel	Achat DAO
L'OUVERTURE DE LA ROUTE TUMBO – KWAPARA (LENGTH 5.00KM)	TUMBO - KWAPARA	30,000,000 fcta	60 000 fcta

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

**FINANCEMENT**: Les travaux, objet du présent appel d'offres sont financés par le Budget d'Investissement Public de la République du Cameroun, Budget du MINADER au titre de l'exercice 2026 assigné au Maire d'AKO, sur la ligne d'imputation budgétaire.

Objet	Coût prévisionnel	N° de l'imputation	N° de l'autorisation de dépense
L'OUVERTURE DE LA ROUTE TUMBO – KWAPARA (LENGTH 5.00KM),	35,000,000 FCFA	JB05725	60 30 371 0 32000008 0451464211

8). **CAUTIONNEMENT PROVISOIRE** : Chaque soumissionnaire doit pour chaque lot inclure dans ses documents administratifs, une garantie de soumission qui respecte le model prescrites dans le DAO établi par un établissement bancaire agréé par le Ministère en charge des Finances d'un montant égal à 600,000F (Six cent mille) francs CFA. Les cautionnements provisoires seront libérés au plus tard trente (30) jours après le délai de validité des offres pour les soumissionnaires n'ayant pas été retenus. Pour le soumissionnaire attributaire du marché, le cautionnement provisoire sera libéré après constitution du cautionnement définitif. Pour éviter les rejets, tous les documents doivent être les originaux ou des copies certifiées conformes issus des autorités administratives compétentes (Préfet, Sous Préfet ou Services Emetteur) pour une durée n'excédant pas trois mois et présentes selon les règlements spéciaux de cet appel d'offre. Les copies certifiées qui seront certifiées pour la deuxième fois ou des copies falsifiées ne seront pas acceptées. Les chapitres seront séparés par format en couleur. Les offres qui ne seront pas en conformité avec les prescriptions de cet appel d'offre seront déclarés inadmissibles.

9) **CONSULTATION DU DOSSIER D'APPEL D'OFFRES** : Le dossier d'appel d'offres peut être consulté dès publication du présent avis d'appel d'offre aux services de l'Autorité Contractant (Service de passation des marchés de la mairie D'AKO), à la Délégation Départementale des Marchés Publics du Donga Mantung et au Bureau Régional de l'Agence de Régularisation des Marchés Publics (ARMP) Nord-Ouest pendant les heures ouvrables.

10) **ACQUISITION DU DOSSIER D'APPEL D'OFFRES** : Le dossier d'appel d'offres peut être obtenu dès publication du présent avis d'appel d'offres aux services de l'Autorité Contractant (Service de passation des marchés de la Mairie D'AKO) pendant les heures ouvrables contre versement d'une somme non remboursable de **soixant mille (60,000F) francs cfa**, payable à la Recette des Marchés Publics de la Mairie D'AKO.

11) **REMISE DES OFFRES** : Chaque offre rédigée en français ou en anglais en Sept (07) exemplaires, un original et six copies marqués comme tels seront remis au Service de Passation des Marchés de la Mairie D'AKO, au plus tard le **02/04/2026 à 10 heures**. Il doit être dans un paquet contenant trois enveloppes marquées A : pour le dossier Administratif, B : pour le dossier technique et C pour le dossier financier. Ce paquet devra porter la mention :

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT No.008/AON/NWR/DMD/AC/ACITB/2026 DU 04/03/2026 POUR LES TRAVAUX DE L'OUVERTURE DE LA ROUTE TUMBO – KWAPARA (LENGTH 5.00KM), DEPARTEMENT DE DONGA MANTUNG, RÉGION DU NORD-OUEST**

« A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT »

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

13) **Ouverture des plis** : L'ouverture des plis se fera le **02/04/2026 à 11 heures**, heure locale en une phase par la Commission Communale Interne de Passation des Marchés de la Commune D'AKO, (Salle de conférence de la mairie) en présence de chaque soumissionnaire qui le désire, ou son représentant dûment mandaté et ayant une parfaite connaissance des offres dont il a la charge. Une seule personne par offre remise, seule ou en groupement, sera admise. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées. L'ouverture des plis sera faite en une phase.

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

14) **ÉVALUATION DES OFFRES** : L'évaluation des offres se fera en trois (03) étapes :

- 1<sup>ère</sup> étape : Vérification de la conformité du dossier administratif de chaque soumissionnaire ;
- 2<sup>ème</sup> étape : Evaluation des offres techniques ;
- 3<sup>ème</sup> étape : Analyse des offres financières.

Les critères d'évaluation des offres sont les suivants :

#### 14.1-Critères éliminatoires

- Absence ou non-conformité d'une pièce administrative et non soumise en 48hrs à la demande ;
- Un dépôt après la date limite
- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- Fausses déclarations ou pièces falsifiées ;
- L'enveloppe avec les signes d'identification du soumissionnaire ;
- Absence ou insuffisance de la caution provisoire de soumission ;
- Absence de l'attestation de visite de lieu signé du soumissionnaire à son honneur ;
- Absence de l'attestation de catégorisation des entreprises ;
- Omission d'un prix quantifié dans le devis
- Entreprise avec un chantier abandonnée ou MAL EXECUTEE.
- Non satisfaction d'au moins 75% des critères d'expériences requis.
- Absence d'UN RAPPORT SPECIAL DE TERRAIN CO-SIGNÉ AVEC LE MAIRE DE LA COMMUNE D'AKO (MAITRE D'OUVRAGE) INDIQUANT CLAIEMENT LES VERIFICATION NECESSAIRES ET UNE MAITRISE ADEQUATE DU CONTEXTE SECURITAIRE LOCAL

#### 14.2 Critères essentiels

L'évaluation sera faite sur la base des critères techniques prédéfinis pour une note globale de 100 points. Ces critères ont été groupés par rubriques ainsi qu'il suit :

- Capacité financière;
- Références de l'entreprise;
- Qualité du personnel postulé;
- Moyens logistiques/equipment;

- Méthodologie/Organisation des travaux;

15) **Attribution** : Cette évaluation sera binaire (OUI ou NON). Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, ayant satisfait à 100% des critères éliminatoires et au moins 80% des critères essentiels.

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

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

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

AKO, le 04/03/2026  
Le Maire  
(AUTHORITE CONTRACTANTE)

Copies :

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



*Mwai Joseph Akanya*  
BA / MA / MBA

## DOCUMENT N° 02

# GENERAL REGULATIONS OF THE INVITATION TO TENDER

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- The production of certified balance sheets and recent turnovers
  - Access to a line of credit or availability of other financial resources
  - 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

*"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**

The amount of the bid bond shall be as specified in these General Tender Regulations and must be of the model presented in the tender file or otherwise any other model must have been authorized by the Contracting Authority before use. The bid bond will remain valid for thirty

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.
- Bid-opening minutes are recorded on the spot mentioning the admissibility of offers, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.

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 eventual cancellation of contract. The contract may be cancelled outright in the cases provided for by Decree N<sup>o</sup>.:2018/366 of 20<sup>th</sup> June 2018 to institute the Public Contracts Code.

## 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 TUMBO - KWAPARA (LENGTH 5.00 Km), 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° .008/ONIT/NWR/DMD/AC/ACITB/2026 OF 04/03/2026 FOR THE OPENING OF THE MUNICIPAL ROAD TUMBO - KWAPARA (LENGTH 5.00 Km), 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 MINADER 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 a treasury of sixty thousand (60,000) F CFA
- A6. A bid bond of 7000,000 (seven hundred thousand) F CFA issued by a first-rate bank approved by the Ministry in charge of Finance in conformity with COBAC conditions, backed by CDEC receipt.
- A7. An attestation of non-exclusion from Public Contracts issued by the Public Contracts Regulatory Board (ARMP)
- A8. An attestation of the National Social Insurance Fund stating the bidder has met all his obligations vis a vis the Fund. The attestation should be less than three (03) months old
- A9. Business License (photo certified by the Chief of Centre of Taxes, not more than three (03) months old
- A10. Certified copy of valid Taxpayers card, delivered by the Chief of Centre of Taxes
- A.11 certificate of categorisation

##### **Model form N° 13 for format**

- A14. Certified copy each of Attestation of localisation and sketch plan of localisation of the enterprise
- A15. The Special Tender Regulations initialled and signed on the last page.
- A16. The Special Administrative clauses initialled and signed on the last page

C4	<b>Sub detail of unite prices</b>	Format to be completed showing detail breakdown of prices.	Initials and stamped on every page
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**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) BOTH 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**

**Nº 008/ONIT/NWR/DMD/AC/ACITB/2026 OF 04/03/2026 FOR THE OPENING OF THE MUNICIPAL ROAD TUMBO - KWAPARA (LENGTH 5.00 Km), 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: -

**(a) Eliminary criteria**

Presentation of bids shall be subject to verification for compliance of administrative, technical and financial documents pertaining thereto shall be eliminary criteria. The following eliminary criteria fix the minimum conditions to fulfill to be admitted for evaluation of bids according to the essential criteria. The non-respect of these criteria shall lead to the rejection of the bidder's bid.

- Offers (bids) submitted after the deadline or time limit;
- Bids submitted in unsealed external envelopes.
- External envelopes with identification marks or inscriptions,
- Absence of a document in the administrative file and not submitted within 48 hours on request,
- Administrative documents more than 3months old;
- Absence of original or properly certified administrative document or documents certified more than one time,
- False declaration or forged documents;
- Absence of bid bond or bid bond not issued directly in bidder's name by a first-rate bank approved by the Ministry in charge of Finance

**NB: Bid bond for a group of enterprises must bear the name of mandated enterprise with the names of the other enterprises mentioned as well.**

- Execution period longer than prescribed in the Tender file
- Technical evaluation mark less than **80%** (*non-respect of 80% of the essential criteria*);
- Absence of quantified unit price (*omission of a unit price in the financial bid*).

<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		
<b>C</b>	<b>Financial Offer</b>		
C.1	A submission letter, signed, dated and stamped		
C.2	Completed and signed frame work of unit prices		
C.3	Signed bill of quantities and cost estimate indicating the total amount without taxes (HT) and with taxes (TTC)		
C.4	Sub detail of unit prices		

(ii) Financial Offer, it shall consist of going through the bill of quantities in reference to the unit price schedule and the sub detail of unit prices.

**ARTICLE 10: VALIDITY OF OFFERS:**

Bidders shall remain committed to their offers for ninety (90) days from the deadline set for the submission of tenders (offers).

**ARTICLE 11: AWARD OF THE CONTRACT:**

The contract shall be awarded to the lowest bidder who must have fulfilled the administrative, technical and financial requirements.

**ARTICLE 12: COMPLEMENTARY INFORMATION:**

Additional information may be obtained during working hours from the **service for Contract Award at AKO Council.**

**ARTICLE 13: AMENDMENT TO THE INVITATION TO TENDER:**

The Contracting Authority may at any time, amend this invitation to tender. Delays caused by such amendments shall also be considered in the period given to bidders to submit their bids.

AKO, the 04/03/2026

<p><b>Copies :</b></p> <ul style="list-style-type: none"> <li>- CHAIRMAN, AKO Council Internal tenders board</li> <li>- Divisional Delegate of Public Works Donga Mantung</li> <li>- Divisional delegation of public contracts Donga Mantung</li> <li>- ARMP Bamenda (for publication and filing)</li> <li>- Donga Mantung Divisional tenders board</li> <li>- CRTV/ DMCR Radio House to facilitate publicity</li> <li>- BILL BOARDS</li> <li>- CHRONO</li> </ul>	<p><b>THE MAYOR OF AKO COUNCIL</b> <b>(Contracting Authority)</b></p>
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Article 54	International transports
Article 55	Validity and entry into force of the Contract
Article 56	Information to be posted

## CHAPTER I: GENERAL PROVISIONS

### Article 1: PURPOSE OF THE INVITATION TO TENDER

The purpose of this invitation to tender is the **OPENING OF THE MUNICIPAL ROAD TUMBO - KWAPARA (LENGTH 5.00 Km), AKO SUBDIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION.**

### Article 2: LAWS AND RULES APPLICABLE

The laws and rules applicable are those in force in the Republic of Cameroon.

### Article 3: MODE OF CONTRACT AWARD

The contract shall be awarded following an Open National Invitation to Tender in accordance with Decree N<sup>o</sup>: 2018/366 of 20<sup>th</sup> June 2018 instituting the Public Contracts Code,

### Article 4: LANGUAGE(S) TO BE APPLICABLE IN THE CONTRACT

English and/or French shall be the languages applicable in the Contract arising from this invitation to tender.

### Article 5: FUNDING

Works referred to in the Invitation to Tender shall be funded through the Budget of **MINADER PIB 2026** assigned to the Mayor of Ako Council.

### Article 6: CONTENT OF THE CONTRACT

It shall be composed of: -

Title I : The Special Administrative Conditions,

Title II: The Special Technical Conditions,

Title III: The Unit Price Schedule and

Title IV: The Detailed Cost Estimates (Contractor's bid) which must bear total without taxes, value added tax (VAT), income tax (AIR), total taxes, total with taxes inclusive (ATI) and net to be payable.

With general reference texts being: -

- Law N<sup>o</sup> 96/12 of 5<sup>th</sup> August 1996 on the management of environment;
- Decree No.2002/030 of 28<sup>th</sup> January 2002 relating to the setting-up, organisation and functioning of Public Contracts Tenders Boards;
- Order N<sup>o</sup> 093/CAB/PM of 5<sup>th</sup> November 2002 to fix the amount of the bid bond and the purchase of tender files;
- Decree No.2003/651/PM of 16<sup>th</sup> April 2003 to lay down the tax and customs regime applicable to Public Contracts;
- Decree NO. 2018/366 of 20<sup>th</sup> June 2018 to lay down the Public Contracts Code;
- Circular Letter N<sup>o</sup> 0001879/CL/MINFI of 31<sup>st</sup> December 2025 relating to the execution, Monitoring and Control of the execution of the Budgets of Regional and Local Authorities for 2026 financial year.
- Circular N<sup>o</sup> 004/CAB/PM of 30<sup>th</sup> December 2005 relating to the application of the Public Contracts code;
- Order N<sup>o</sup> 033/CAB/PM of the 13<sup>th</sup> February 2007 bearing the general administrative conditions
- Circular N<sup>o</sup> 002/CAB/PM of 31<sup>st</sup> January 2011 relative to the amelioration of the performance of Public Contracts system;
- Circular N<sup>o</sup> 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;
- Order N<sup>o</sup> 22/CAB/PM of 2<sup>nd</sup> February 2011 to lay down conditions for the recruitment Individual consultants;
- Decree N<sup>o</sup>2012/074 of 8<sup>th</sup> March 2012 bearing on the creation, organisation and functioning of Tenders Boards modified and completed by Decree N<sup>o</sup> 2013/271 of 5<sup>th</sup> August 2013.
- Decree N<sup>o</sup>2012/075 of 8<sup>th</sup>March 2012 bearing the organisation of the Ministry of Public Contracts;
- Decree N<sup>o</sup>2012/076 of 8<sup>th</sup> March 2012 modifying and completing certain dispositions of Decree N<sup>o</sup>2001/048 of 23<sup>rd</sup> February 2001 bearing the organisation and functioning of the Public Contracts Regulatory Agency (ARMP);
- Circular letter N<sup>o</sup>001/CAB/PR of 19<sup>th</sup> June 2012 relative to the award and the control of the execution of public contracts.
- Decree N<sup>o</sup> 2013/27 of 5<sup>th</sup> August, 2013 modifying and completing certain dispositions of Decree N<sup>o</sup> 2012/074 of 8<sup>th</sup> March, 2012 bearing on the creation, Organisation and functioning of Tenders Boards.
- Letter N<sup>o</sup> 0005193/L/PR/MINMAP/CAB of 24<sup>th</sup> October 2013 bearing method of evaluation of financial bids; Total without taxes (THT) & Total all taxes inclusive (TTC).
- Order N<sup>o</sup> 038 CAB/PM of 15<sup>th</sup> May 2014 putting in force model tender files for the award of public contracts.
- Circular letter N<sup>o</sup> 00004077/LC/MINMAP/CAB of 23<sup>rd</sup> July 2014 bearing modalities for the constitution of certain files submitted for signature and certain directives and instructing that Contracting Authorities get copies of bids as soon as opening takes place.
  - Circular Letter N<sup>o</sup> 0001879/CL/MINFI of 31<sup>st</sup> December 2025 relating to the execution, Monitoring and Control of the execution of the Budgets of Regional and Local Authorities for 2026 financial year.

Contract Engineer with copies addressed to the Contracting Authority and Project Owner. Any of such Service Order shall only take effect when the Contractor acknowledges having received.

#### Correspondences

All communication between the any parties (Contracting Authority, Project Owner, Contractor, Contract Engineer, Project Manager, etc) relating to the execution of the contract shall be exclusively by writing. They shall be sent by mail, telegrams, telex, fax, e-mails submitted against acknowledgement of receipt at the appropriate addresses indicated by the parties to this effect. It shall hence be prohibited any communication between the contracting authority and the contractor relating to the execution of the work which is not confirmed in writing

The contractor will address all written notifications or correspondences to the Contract Engineer with copies addressed to the Contracting Authority and Project Owner/Authorizing Officer.

**NB:** -The contractor has ten (10) days within which to give observations on all Service Orders received. The fact of giving out some reservations does not free the company from executing the Service Orders received.

#### **Article 11: KNOWLEDGE OF THE SITE, GENERAL CONDITIONS OF TASKS AND RESIDENCE OF THE CONTRACTOR**

The contractor (entrepreneur) in order to make concrete performance proposals shall be expected to have at his expense visited and acquainted himself with the project site, the effective tasks to be accomplished and the surroundings so as to have adequate knowledge of all its features, the nature of tasks to be executed, the type of materials to be supplied, ways and means of access to the site, the necessary facilities, and also the following: -

- The general conditions of execution of tasks and in particular the specific needs.
- The proper physical conditions of the project site (the nature of soil, the nature and quantity of materials met on the surface or likely to be met underground, etc).
- The local, normal and exceptional meteorological and seismic conditions: their consequences (water erosion, the possibilities of flooding and the position of the water table).
- The local conditions, particularly those of supplying and storage of the materials.
- The means of communication, transportation, and the supply of water and electricity.
- The possibility of sufficiently providing the qualified manpower.
- All constraints resulting from the social legislation, the fiscal and customs regime applicable to him.
- The possible presence of nearby enterprises also executing distinct contracts.
- The obligation to conform himself to the hygienic and security plans as well as to the yard regulation and to the staff's security and discipline.

The contractor shall within fifteen (15) days from the date of notification of the service order to start execution be bound to take up residence close to the work site. Failure to comply with this obligation or to indicate his new place of residence by writing to the Contract Engineer, any notification addressed to his company shall be validly done in the office of THE MAYOR OF AKO COUNCIL, where the project is being executed.

**Conclusion-**The contractor must obtain all information concerning the risks and the circumstances likely to influence the conditions of execution of works or their prices. To this effect, he shall not be able to take advantage of any mistake, omission or imprecision contained in the clauses of the Contract at his own cost. He will regularize if the case arises, the damages without intervention of the administration.

**Field inspection of the installations of preliminary works like the information to be posted on site, fencing of the site, etc and installation of the contractor with his/her personnel shall within fifteen (15) days from the date of notification of the service order to start execution be carried out by Commission comprising 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 ----- Member
- The Project Manager (CDO) -----Member
- The Divisional Chief of Local Development, SDO's Office ----- Member
- The Divisional Delegate MINDDEVEL ----- Member
- The Divisional Delegate MINEPAT/DM ----- Member
- The Contractor ----- Member

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

-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).

-In no circumstance shall the cost of installation be more than 10% the cost of the initial contract.

-In no circumstance shall the installation material paid for site installation be taken away by the Contractor at the end of execution. The installation material shall become the property of the Beneficiary Administration because the material has been paid for in the cost estimate contain in the contract.

#### **CHAPTER II: EXECUTION OF THE TASKS**

#### **Article 12: CONSISTENCY OF THE WORKS, TIME-LIMITS FOR EXECUTION/TIME-LIMITS FOR MOBILIZATION**

In addition, all the works under the project shall be covered by a comprehensive risks insurance issued to the contractor by a company approved by the competent authority.

Within fifteen (15) days as from the date of notification of the contract before the start of execution of works, the contractor shall present to the Contract Manager for approval and reporting to the Contracting Authority an attestation from an insurance company attesting to the full payment of premiums and contributions relating to this invitation to tender otherwise all execution activities will be suspended without suspending the execution deadline. After two months from the date of notification of the contract, if the Contractor has not complied, the contract may be terminated.

#### Protection of the site

The contractor shall be bound to ensure protection and safe-guarding of his construction site. He shall make sure that the populations stay away from the site, notably by demarcating the site clearly. He shall be held responsible for any accident that may occur on the sites and affecting the populations.

#### Ten-year guarantee

It shall be managed by the Civil Code.

### **Article 16: PLANNING OF WORKS AND SUB-CONTRACTING**

Within ten days from the date of notification of the service order to begin works, the contractor shall submit to the Contract Engineer the programme of works (planning inclusive) in five copies for approval. The contractor shall constantly update the planning of works, considering the advancement on site. Any important modifications to this programme will only be applied after having received the Contract Engineer's prior agreement. It shall be established every month end at the contractor's diligence and at his expenses, the state of advancement of works to be sent to the administration in seven copies.

The contractor may assign execution of part of the contract to one or several sub-contractors provided he mentioned it clearly in his bids in terms of qualifications, references of the Sub Contractor envisaged and percentage of the initial contract amount and its additional clauses to be sub contracted. All subcontracting to a third party for the execution of a part of the works foreseen in the contract arising from this invitation to tender shall be subordinated to the prior authorization of the Contracting Authority at a maximum of 30% of the initial contract amount and its additional clauses. This authorization shall not free the contractor from any of his contractual obligations. The contractor shall see to it that the sub-contractor is in order with Cameroon's Administration. Sub-contractors shall fulfil the same conditions as the main contractor. Non-compliance with the above provisions shall give rise to termination of the contract. Sub-contractors shall fulfil the same technical and financial conditions with the contractor. They shall execute the works under the sole and full responsibility of the main contractor

Whatever the case, before the Contracting Authority, the contractor shall remain solely responsible for the discharge of the contract as per the contractual obligations.

***Remark: Penalties of 1/5000<sup>th</sup> the initial contract amount shall be applied on any stakeholder who delays from seven (07) days and above the process required to validate the sub-contracting.***

### **Article 17: CONSTRUCTION DRAWINGS AND DOCUMENTS**

Detailed drawings and other documents necessary for the execution of works shall be drawn up by the contractor based on the documents of the tender file.

These drawings shall be submitted to the Contracting Authority at least ten (10) days before the start of any work. Designs shall be checked and completed, if necessary, by the contractor who shall then give them to the Contracting Authority at least eight (08) days before the start of works. Within seven (07) days, the Contracting Authority shall make his remarks and observations known to the contractor. After this deadline, the Contracting Authority shall be considered as having given his approval.

The approval of the Contracting Authority shall in no way reduce the responsibility of the Contract Engineer for designing and executing the works.

Before the provisional acceptance, the contractor shall furnish to the Contract Engineer three (03) copies of the working plans for the works actually done including a clear original copy.

That is, plans of details and other necessary documents for the execution of works will be established by the contractor on the basis of the technical file. Before the final reception, the contractor will hand to the Contract Engineer three (03) copies of the plans of works really executed ("plan de recolement") called as-built-plan with one clear original.

### **Article 18: EQUIPMENT AND PERSONNEL FOR THE PROJECT**

The contractor shall undertake to mobilize the human and material resources necessary for satisfactory execution of works as required by the Special Administrative and Technical Conditions.

Any amendments to this invitation to tender shall be subject to the prior written approval of the Contracting Authority. In case of any replacement of personnel, the contractor shall replace personnel with personnel of at least equal competence (qualifications and experience) or in case of equipment, with of equal performance and in good working condition.

**Whatever the case and except in case of force majeure, the contractor shall not replace more than fifty percent (50%) of his personnel without being liable to the procedure for termination of the contract.**

If the Contract Engineer requests for the replacement of a worker for serious misconduct duly recorded by both parties, the contractor shall immediately replace the said worker at his own expense.

### **Article 19: REPLACEMENT OF KEY PERSONNEL**

The Contract Manager of the Contract shall in collaboration with the Contract Engineer verify and be sure that the key personnel (supervisory staff) on the execution site are those mentioned in the bids of the contractor and in case of replacement, the qualities of the personnel proposed shall at least be equal to that of the staff replaced in terms of qualification, experience and competence otherwise 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

each have right to a copy. A copy of the report shall be forwarded to the Project Owner for appraisal and intervention on points not resolved, susceptible to perturbate the smooth running of the operations. The contractor shall be bound to attend these meetings. Refusal to transmit the report shall attract penalties of 1/5000<sup>th</sup> per report, the cost of the contract of the Contract Engineer as the case may be.

**Article 28: SITE RECORD**

A project record shall be kept by the contractor and put at the disposal of the Contract Engineer or contractor's representative.

On a daily basis, entering in this record it shall include the following details:

- Administrative procedures relating to the execution and settlement of the contract (notifications, trial results, daily statements);
- Weather conditions;
- Receipts of materials and authorizations of all sorts;
- Incidents or details of all sorts having some interest with regard to the future handling of the structures or the actual duration of works;
- Works done during the day, the personnel and material used;
- Works progress;
- Required prescriptions;
- Detailed quantities of works;
- Works done by sub-contractors;
- Non-compliances;
- Official visits.

The contractor may also record incidents or remarks that are likely to give rise to complaint on his part.

This record shall be countersigned by the Contract Engineer and the foreman following each visit to the site, and visaed after each project meetings. For any claim that the contractor may make, only events or documents mentioned in due time in the project record shall be taken into consideration. Any refusal to present, or any attempt to destroy all or part of this journal or to forge it, shall give rise to sanctions. Whatever the case, the contractor shall not take advantage of the impossibility to consult the project record.

**Article 29: PUTTING THE SITE AT THE DISPOSAL OF THE CONTRACTOR**

All the provisional structures necessary for the execution of works such as offices, garage, workshops, and accommodations for personnel, quarries, borrow pits and paths shall be constructed only on premises approved by the Contract Engineer in agreement with the administrative and traditional authorities of the locality.

Within the limits of their powers, the administrative or traditional authorities of the locality shall put at the disposal of the contractor, free of charge and for the duration of works, the State private or public property necessary for the project. State property put at the disposal of the contractor shall be cleaned at the end of works.

**Article 30: SECURITY MEASURES**

The contractor shall have the duty to supply and maintain, at his own expense, any lighting, security, fence and guarding device necessary for a proper execution of works as demanded by the Contract Engineer

**Article 31: ENVIRONMENTAL PROTECTION**

The contractor shall be bound to comply with instruments governing environmental protection in the Republic of Cameroon and notably Framework Law No. 096/12 of 05 August 1996 on Environmental Management.

He shall particularly comply with the Special Technical Conditions relating to environmental protection.

**Article 32: CLEANING OF THE SITE**

Cleaning of the site includes disposal of structures, equipment, materials and debris. It shall be performed within thirty (30) days as from the date of acceptance, that is, before signing the payment documents ("décompte") or latest before approval of the general and final statement of works.

**Article 33: OPERATIONS REQUIRED BEFORE ACCEPTANCE**

The Contractor shall request in writing to the Contract Engineer, the organization of a technical visit (*pre-technical acceptance*) before technical acceptance. The visit shall include, among others, the following operations:

- Controlling the quality and quantity of the structures constructed;
- Carrying out trials provided for by the Special technical conditions;
- Recording the possible non-execution of works provided for under the contract;
- Recording the folding up of the installations and cleaning of the project site;
- Recording the completion of works;
- Recording the quantities of works actually executed.

During this pre-technical acceptance, the Contract Engineer may identify reserves and recommend tasks to be accomplished before the date of technical acceptance. The Contractor shall request for technical acceptance by writing to the Contract Engineer with copy to the Contracting Authority. The agreed date shall be communicated to the other technical committee members. The commission for technical acceptance shall be composed of: -

- The Project Owner or his representative..... Chairperson
- The Contract Engineer .....Secretary
- The Representative of MINMAP(CB).....Observer
- The Project Manager.....Member
- The Contractor .....Member

#### **Article 40: PRICE CONSISTENCY**

The Contractor's prices stated on the unit price schedule shall be considered as having been set on the basis of the economic conditions prevailing in the Republic of Cameroon during the month preceding that of submission.

The contractor shall be considered as having perfect knowledge of all the constraints relating to the execution of works and all the conditions that may influence this execution, as he must have personally been to the site before submitting his bid, notably:

- the nature and quality of the land and soils;
- transport and access conditions to the site at any period of the year;
- constraints relating to the geographic situation of works;
- water regime and rainfall in the area and possible risk of flood;
- Presence or absence of a development association in the village.

The amounts of the price list comprise all the expenses of the manpower participating directly or indirectly in the execution of works, including salaries and allowances, insurance charges, wage bill, travelling expenses.

They also comprise the following headings:

- Conveyance, assembling, maintenance, dismantling and folding up of all the structures including offices, laboratories, possible quarry material, workshops, accommodation etc;
- Conveyance, supply, storing and transport of all the materials, ingredient, fuel, lubricant, etc;
- Maintenance of existing structures used for the execution of the contract arising from this invitation to tender;
- Prospecting for sources of materials, extraction, storing, drainage of deposits;
- Measures aimed at reducing direct environmental impacts;
- Maintenance of structures during the period of guarantee;
- Insurance including civil liability;
- Insurance charges for the project;
- Financial charges and overheads for the project;
- Remuneration for profit and unknown factors.

Prices on the price list shall include all the execution charges whether or not they are provided for in the Special administrative conditions or the Special technical conditions. A modification of quantities may be brought in the volume of works, increasing or reducing it, irrespective of the volume of the works actually executed; unit prices of the unit price list shall be applied.

#### **Article 41: SUB -DETAILED PRICES**

The contractor shall have provided in his bid, the price sub-detail schedule drawn up in accordance with the rules in force and stating details on the amount of charges, allowances and manpower as well as the assembling, maintenance, dismantling, depreciation of the structures, tools and equipment as well as miscellaneous charges, overheads, incidental expenses and profits.

#### **Article 42: ADDITIONAL WORKS - VARIATION IN THE VOLUME AND NATURE OF WORKS**

In case of increase of the volume of works or structures not provided for in the contract, no extra bill shall be accepted on additional works executed by the contractor unless a Service Order issued.

Unit prices of the Price Schedule shall be applied if the additional works are accepted. The validation of these prices shall give rise to an additional clause. Shall be considered as new, any price not provided for in the unit price schedule or the detailed estimates of the contract.

#### **Article 43: PAYMENT**

Within the meaning of the security regime laid down by Decree N0. 2018/366 of 20<sup>th</sup> June 2018, the following definitions of duties shall apply:

- (a) The Contracting Authority shall make sure all taxes appear on the contract and are deducted in the payment documents ("decompte");
- (b) The **Project owner** shall visa the payment documents before any payment can be effected;
- (c) The Divisional Controller of Finance shall be charged with the clearance of expenditure,
- (d) The **Divisional Treasury** Nkambe shall be in charge of payments;
- (e) Security shall be subject to the rules governing public contracts and
- (f) Payments shall be done by bank transfer.
- (g) The contractor may obtain periodic payments on account. This periodic payment may be spread out during the term of the contract in several periodic installments
- (h) Each payment on account shall include a part corresponding to building materials bought for the execution of the works and are on site. The amount for these materials is obtained by taking into account the prices from the sub-details. Materials having been the subject of payment on account cannot be taken away from the site without a written authorization of the Project Owner or the Contract Engineer.

In respect of the above: -

##### **\* Mode of payment of works executed**

In view of the application of the law on collateral prescribed in the Decree N° 2018/366 of 20<sup>th</sup> June 2018, the contractor shall be paid through accounts drawn up by applying the prices on the unit price schedule for tasks actually accomplished. In order to realize this: -

- The Contract Engineer and the Contractor shall periodically draw a joint statement summarizing and setting the quantities achieved and record for each heading. Works executed by the contractor and entered into the job cost sheet give entitlement to payment on account (bill) may give right to payment;
- Not later than the fifth (5<sup>th</sup>) of the month following the month when the work was carried out, the contractor shall furnish to the Contract Engineer, eleven (11) copies of three draft (03) provisional monthly accounts;

The final bond (*final surety*) of the contract referred to as security in guarantee for complete execution shall be provided within twenty (20) days as from the date of notification of the contract and in any case before the first payment and/or before the expiry of the bid bond. It shall be addressed to the Contracting Authority who shall then act as the Beneficiary, reason why he shall be one to keep it. The amount of the final bond shall be 2% of the value of the initial contract, all taxes inclusive (ATI). The bid bond shall only be returned to the contractor by the Contracting Authority once the final bond has been provided. The Bank that issued shall refund corresponding amount upon presentation of the original bid bond by the Contractor.

**Remarks:**

- The final bond may be replaced by a bond (bank guarantee) issued by a first-rank banking institution approved by the Ministry in charge of Finance.
- As concern Small and Medium Enterprises constituted of National Capital and managed by Nationals, the final bond may be replaced by a Statutory Lien bond (bank guarantee) issued by a first-rank banking institution approved by the Ministry in charge of Finance.
- The final bond shall be released upon written request of the contractor after completion of works proven by technical acceptance minutes duly signed by all the members of its committee.
- The final bond shall be addressed to the Contracting Authority who shall then act as the Beneficiary.
- In case where the Contractor does not provide the final bond within the twenty (20) days, he shall pay penalties amounting up to 1/5000<sup>th</sup> of the contract amount (ATI)

**b) Retention Bond**

The retention bond (*Performance bond*) of the contract referred to as security in guarantee for proper execution shall be the sum deducted (blocked up) from the amount on account during each payment made to the Contractor. After provisional acceptance, the guarantee period of this project shall be **one year** during which the Contractor shall be expected to carry out period visits every three months to carry out corrections of imperfections or defects. The amount of the retention bond shall be 10% of the value of the initial contract (all taxes inclusive), increased if need may be, by the value of the additional clauses.

**Remarks:**

- The retention bond may be replaced by a bank guarantee issued by a first-rank banking institution approved by the Ministry in charge of Finance.
- The retention bond shall only be refunded to the Contractor upon a Release Order issued by the Contracting Authority after fulfilment of the contractual obligations by the Contractor proven by final acceptance minutes duly signed by all the members of its committee. The Release Order must be issued within thirty (30) days from expiration of the guarantee deadline or where the contract has no such deadline, following the final acceptance of works otherwise if there is no notification from the Contracting Authority to the Contractor for having not honoured his obligations, the Competent Structure shall undertake to refund the guarantee or release the bond upon a simple request from the Contractor. In the case of notification, the end of the commitment of the bond shall only be put into effect by a Release Order issued by the Contracting Authority. After the expiry of the deadline, the bond shall cease from having any effect even in the absence of the release.
- If for any reason, the Contractor refuses to carry out corrections of imperfections or defects during the period of guarantee, the Contracting Authority, Project Owner and the Contract Engineer, they shall have the right to carry out the corrections using any other contractor who shall be paid using the amount retained for the retention bond at the expense of the main by virtue of the contract.

**Article 46: PRICE REVISION**

In respect to the maximum works execution deadline of four months for each phase of the works defined in the tender, the prices shall be concluded firm and so shall be final and unchangeable. As well the contract arising from this tender shall not be subject to price revision.

Note should be taken that the contract amount that shall arise from this tender shall be lump sum. Hence, possible differences noticed for each type of structure or each element of the structures between the quantities in the cost estimates and the quantities effectively executed shall not lead to the modification of the said contract amount. This applies to errors that the cost estimates may include. The contract shall be paid on the basis of approved plans by the contracting parties.

**Article 47: STAMP DUTY AND REGISTRATION**

Seven (7) original copies of each constituent document of the contract arising from this invitation to tender shall be stamped and registered by at the expense of the contractor, in accordance with the laws in force; within thirty (30) days as from the date of notification of the contract by the Contracting Authority.

**Article 48: TAX AND CUSTOMS REGIME**

In respect to Decree N° 2003/651/PM of 5 April 2003 that defined modalities for the implementation of the tax and customs systems to Public Contracts taxes that shall be concerned with the contract arising from this invitation to tender shall be subject to the laws in force in the Republic of Cameroon.

**Article 49: PENALTIES**

- (a) **Penalties for lateness:** In case of delay by the contractor to complete the work within the contractual time-limits, he shall be subject to the following penalties:
  - 1/2000<sup>th</sup> of the amount of the contract per calendar day overrun, from the 1<sup>st</sup> to the 30<sup>th</sup> day;
  - 1/1000<sup>th</sup> of the amount of the contract per calendar day, beyond the 30<sup>th</sup> day;
  - Penalties for lateness shall not exceed ten percent (10%) of the amount of the contract; A percentage higher than 10% shall lead to termination of the contract.
- (b) **Specific penalties:** Apart from penalties of overrun of the contractual time-limits, the Contractor shall be liable to the following particular penalties for the non-respect of the terms of the contract notably: -
  - **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;

Moreover, if it is established that the contractor has received special commercial charges, he shall be subject to the sanctions provided for by the law in force.

**Article 54: INTERNATIONAL TRANSPORTS**

In case where the execution of the contract requires transport of materials and equipment from abroad to Cameroon and vice versa, this transport shall be carried out in compliance with the provisions of international covenants and agreements at the expense of the contractor.

**Article 55: VALIDITY AND ENTRY INTO FORCE OF THE CONTRACT**

The contract arising from this invitation to tender shall become valid only after it must have been read and approved by the Contractor, visaed by the **Administrator of the Road Fund** and signed by the Contracting Authority. Its execution shall enter into force upon notification of the Contractor by the Contracting Authority.

**Article 56: INFORMATION TO BE POSTED**

The Contractor shall put up a visible sign board (*total height=2,80meters, width=1,20meters, board thickness=2,5centimeters at 1,20meters above the ground level with poles embedded in concrete*) at the entrance of the site on a place approved by the Contract Engineer, bearing the following text:

<p><b>REPUBLIC OF CAMEROON</b> <b>Peace - Work – Fatherland</b></p> <p><b>THE OPENING OF THE MUNICIPAL ROAD TUMBO - KWAPARA (LENGTH 5.00 Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION.</b></p> <p><b>PROJECT OWNER: THE MAYOR OF AKO COUNCIL</b></p> <p><b>CONTRACTING AUTHORITY: THE MAYOR OF AKO COUNCIL</b></p> <p><b>AUTHORISING OFFICER: THE MAYOR OF AKO COUNCIL</b></p> <p><b>CONTRACT MANAGER: THE DD MINADER DONGA MANTUNG</b></p> <p><b>CONTRACT ENGINEER: THE DD MINTP DONGA MANTUNG</b></p> <p><b>PROJECT MANAGER: THE COUNCIL DEVELOPMENT OFFICER</b></p> <p><b>CONTRACTOR</b> _____</p> <p><b>FINANCING: MINADER PIB – 2026 FINANCIAL YEAR</b></p> <p><b>DURATION OF CONTRACT: 120 CALENDAR DAYS (04 MONTHS)</b></p> <p><b>STARTING DATE:</b> _____</p> <p><b>ENDING DATE:</b> _____</p>
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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:**

The Contractor shall verify all dimensions on the plans. For execution no dimension shall be measured with a scale rule from the plans. The Contractor shall check in-situ the possibility of translating the dimensions on plans to the structure before work begins. He shall refer to the Contract Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall inform the Contract Engineer of any changes that he considers necessary.

**NB:** All modifications accepted by the Contractor shall be accomplished in a specified duration and at his cost without modification of the Contract amount. The owner of the project shall have the right to the final choice in case of any modification.

**Article 08: ERRORS AND OMISSIONS IN THE DOCUMENTS:**

The descriptive notice completes or confirms the indications on the execution plans. In the case of contradictions between the plans and the descriptive notice, the project team shall be contacted for examination, elaboration and conclusion.

**Article 09: QUALITY AND PREPARATION OF MATERIALS**

Every material used and supplies shall be of high quality and put up in keeping with the rules and with great care.

They shall meet the general specifications and the general requirements set out by the CSTB.

**Reference of manufactured goods**

The Contractor shall be bound to provide all the justifications, invoices and references of manufactured goods to be used.

**Equivalent supplies**

In case the materials referred to in the description of estimates are to be replaced by approved equivalent materials and supplies, the latter shall be at least of equal or higher quality and any justification may be requested from the Contractor before use.

Every material and supplies used shall be of high quality and put up in keeping with the rules and with great care. They shall meet the general specifications and the general requirements set out by the CSTB

**SAND**

All the sand supplied by the Contractor or put at his disposal shall be subject to the approval of the Contract Engineer.

The granulometry shall vary between 0.80 mm and 2.5 mm for mortars and toppings and between 0.16 mm and 5 mm for concrete structures.

**FINE GRAVELS**

All the fine gravels supplied by the Contractor or put at his disposal shall be subject to the approval of the Contract Engineer.

Meant for the production of concretes, fine gravels shall be homogeneous natural or crushed materials. The films on the gravels must have been blown or washed away.

**MIXING WATER**

Water meant for the production of concretes shall be supplied by the Contractor at his expense. In general, water may be obtained near the building site from water points or rivers, provided its quality meets the conditions stated below. Water may also be obtained from other sources (boreholes, wells, etc.)

Mixing waters shall be clean, not salty, and virtually free from bodies in suspension and dissolved mineral salts, namely sulphates and chlorides. It shall be forbidden to use water from swamp or peat bogs.

**BINDERS**

The cements used for concretes and mortars shall meet the general conditions set out by the laws in force. They shall be of resistance 42.5 and shall bear no trace of damp. Therefore, storing on the site shall be done on a dry and ventilated floor.

**REINFORCEMENTS**

Reinforcements for reinforced concrete shall be high-bond mild steel in compliance with the specifications of the BAEL 91 rules. They shall be perfectly clean without any trace of rust, paint or grease.

They shall be formed and put up in accordance with the bar bending plan submitted by the contractor to the approval of the Contract Engineer before the start of works.

**WOOD**

The wood chosen for the construction of the structures and formwork shall be free from any trace of rot, hard rot, decayed knot, splits or shake.

**FORMWORK**

Forms shall be simple and solid. They shall bear, without any noticeable deformation, the weight and pressure of concrete, the effects of vibration and the weight of workers during construction. Forms shall be tight enough so as to prevent extra water from washing cement away.

*In other words: -*

- 1) SITE PREPARATION: NA
- 2) EXCAVATION: - NA

**NB:** The final depth of excavation must be received before the continuation of any other works.

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.

### **Article 12: CONSTRUCTION WORKS**

#### I- Plan of execution:

It shall be made up as follows:

- construction drawing and details at the appropriate scales;
- work planning;
- method and technical approach to execution;
- organization of the site;

#### **Knowledge of the soils**

The Contractor shall be supposed to have perfect knowledge of the nature and consistency of the soils. No complaint shall be accepted in the course of work; differences in the nature of soils noticed during the execution of work shall not give rise to an increase in the price of the Contract.

#### **Appraisal of the difficulties of the field**

The Contractor shall be supposed to have accepted all the difficulties that he may encounter and relating to the configuration of the sites, the nature of the soils, the stone and brick works, and solids existing in the soil.

Moreover, the Contractor shall take note of the location of the eventual old networks: telephone, water, electricity or other that may be found in the field. Therefore, he shall not remove any existing meter or pipe without informing the Contract Engineer of their presence.

It shall be the Contractor's responsibility to follow the required procedures to obtain from public services the authorization to remove these networks.

#### **Site survey**

The Contractor shall take over the site as he shall find it. He shall therefore be supposed to have perceived all the difficulties that he may encounter and relating to the configuration of the site, the nature of the soils, neighbouring constructions, etc...

#### **Construction drawing**

The Contractor shall draw a complete set of designs to be executed (general design, formwork design, bar bending design, form of pitch, partition, etc...) and all the designs that may be requested by the Project Manager in the course of work.

These designs shall be submitted to the approval of the Contract Engineer in due time. This approval shall not relieve the Contractor of any of his responsibilities.

***Before acceptance, the Contractor shall give to the Contracting Authority one (01) blueprint and three (03) design drafts in compliance with execution.***

#### II- Foundations:

Any fill material for the foundation and the surroundings structures shall have no particle dimension above 500mm and with plasticity index of less than 35. Fill materials shall also be free from organic elements and shall have a good granularity grading. No black vegetable soil shall be accepted for backfilling.

Reinforced concrete shall be built on 10 cm with coarse-aggregate concrete. They shall fill the excavation. After cleaning, blending concrete shall immediately be put in place so that earth should not fill back the excavation.

#### **Regulations to observe**

In the construction of the structures referred to in the specifications, the Contractor shall conform to the laws, regulations, and norms in force at the moment of execution of work, notably:

- Norm Française (NF) P 21.202: design and assembling
- Rules CB 71: designs and design of wood frameworks.

Article 02: Definition and consistency of unit prices

**THE PRICE LIST**

**PRICE ENCLOSURE**

**UNIT PRICE SCHEDULE FOR THE OPENING OF THE MUNICIPAL ROAD TUMBO - KWAPARA (LENGTH 5.00 Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION.**

<b>PRICE N°</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>UNIT PRICE IN FIGURES</b>	<b>UNIT PRICE IN WORDS</b>
	<b>SERIES 000: SITE INSTALLATION</b>			
TM001	Site installation, execution programme and As-built plan	FF		
TM002	Bringing and folding up of equipment	FF		
TM003	Environmental Impact Notice	FF		
	<b>SERIES 100: EARTH WORKS</b>			
TM104	Cut and throw	m3		
TM108a	Fill from borrow pit	m <sup>3</sup>		
TM112	Reprofiling and compaction of the platform	m2		
	<b>SERIES 300: DRAINAGE</b>			
TM301	Cleaning of culverts H < 1,5 m	U		
TM313	Stone masonry side drains (130x65) cm	ml		
	<b>SERIES 400: ENGINEERING STRUCTURES</b>			
TM419	Stone masonry for repairs on culvert heads	m3		

**FRAMEWORK OF SUB-DETAIL OF PRICES**

**Note relating to the presentation of the sub-detail of prices and taxes**

1, A sub-detail presents all the stages involved in the establishment of a sales price. It is also an important element for the evaluation of the quality of the price proposed by a bidder. It is not necessary to impose a model of presentation on all bidders, considering the great diversity of software for the determination of sub-details of prices. On the other hand, they must include the following elements;

- a. Detail of the sales coefficient according to the model presented after this note;
- b- Cost in dry price of the materials provided for the site;
- c. Cost in dry price of the supplies necessary for the site;
- d. Cost of local and expatriate labour;
- e. For each price on the Schedule of prices, a form resulting from points a, b, c and d above indicating the outputs leading to the unit prices;
- f. The precise sub-detail of lump sums for the installation of the site camp, the carting in and out of equipment, laboratory and its equipment, development of a quarry (where need be), etc:
- g. The precise sub-detail of lump sums for the building, maintenance of premises and supply of means put at the disposal of the Contracting Authority;
- h. The sub-detail of dues and taxes.

2- Presentation framework of the sales coefficient, also called the coefficient of over-heads.

A. Overheads of the site

Studies	----	----	----
	-----		-----
<b>Total</b>		<b>C1</b>	

B. Overheads of the head office

- Head office overheads	-----
- Financial overheads	-----
- Risks and profits	-----
<b>Total</b>	<b>C2</b>

Sales coefficient  $K = 100 / (100 - C)$  with  
 $C = C1 + C2$

3. The Contracting Authority may propose a framework of sub-detail of unit prices including the elements mentioned in point 1 above.

**DOCUMENT N° 09**

**MODEL JOBBING ORDER**

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

JOBGING ORDER N° ...../JO/NWR/DMD/AC/ACITB/2026 OF .....

AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER

N° ...../ONIT/NWR/DMD/AC/ACITB/2026 OF .....FOR THE OPENING OF THE MUNICIPAL ROAD TUMBO - KWAPARA (LENGTH 5.00 Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION.

PROJECT OWNER: THE MAYOR OF AKO COUNCIL  
AUTHORIZING OFFICER: THE MAYOR OF AKO COUNCIL

CONTRACTOR (HOLDER):..... P.O BOX ..... TEL. .... Fax: .....

TRADE REGISTER N° (N° R.C.): .....

TAX PAYER N°: .....

BANK ACCOUNT N°: ..... AT ..... (BANK) AGENCY OF: .....

PURPOSE (SUBJECT): OPENING OF THE MUNICIPAL ROAD TUMBO - KWAPARA (LENGTH 5.00 Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION.

PLACE: ROAD TUMBO - KWAPARA (LENGTH 5.00 Km),

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

AMOUNT OF CONTRACT:

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))

FINANCING:

DATE OF ENTRY INTO THE CONTRACT: .....

DATE OF SIGNATURE : .....

DATE OF NOTIFICATION: .....

DATE OF REGISTRATION: .....

BETWEEN:

THE REPUBLIC OF CAMEROON, REPRESENTED BY THE MAYOR OF AKO COUNCIL

(Contracting Authority), HEREINAFTER REFERRED TO AS "THE ADMINISTRATION"

**DOCUMENT N° 10**

**MODEL FORMS TO BE USED BY BIDDERS**

**FORM N° 1:  
DECLARATION OF THE INTENTION TO TENDER**

**COMPANY'S LETTER HEAD  
(HERE)**

**DECLARATION OF THE INTENTION TO TENDER**

Fiscal stamp

1500

I, the undersigned Mr, .....

Nationality .....

Function .....

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

Hereby acknowledge receipt of the file for Tender Notice  
N°..... of .....

Concerning the .....

.....

.....

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

Done at ..... On the .....

General Manager

**FORM N° 03**

**THE MODEL SURETY BOND**

Bank .....

Reference of guarantee: No. ....

**To THE MAYOR OF AKO COUNCIL, REPUBLIC OF CAMEROON**

Invitation to Tender No. ....

**BID BOND FOR THE EXECUTION FOR THE OPENING OF THE MUNICIPAL ROAD TUMBO - KWAPARA (LENGTH 5.00 Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION.**

The Contractor (5) ..... hereby submits on ..... to the Contracting Authority a bid relating to the **OPENING OF THE MUNICIPAL ROAD TUMBO - KWAPARA (LENGTH 5.00 Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION.** To this effect, and in keeping with the conditions stated in the Tender file, the bidder shall present to THE MAYOR OF AKO COUNCIL acting in the capacity of Contracting Authority, a bid bond amounting to CFA Francs ..... (6).

By this guarantee, we the undersigned, (7).....with our registered office in ....., are committed towards THE MAYOR OF AKO COUNCIL, through the bidder for the sum of CFA Francs .....(in figures).....  
.....( in full).

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

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

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

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

Mr (Messrs).....

Signature(s) & stamps .....

(5) Bidder

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

(7) Bank

**FORM N° 05**

**THE MODEL PERFORMANCE BOND (RETENTION FUND)**

Bank .....

Reference of guarantee: No. ....

**To: THE MAYOR OF AKO COUNCIL, DONGA MANTUNG DIVISION, NORTH WEST REGION, REPUBLIC OF CAMEROON**

Invitation to Tender No. ....

**PERFORMANCE BOND FOR THE EXECUTION FOR THE OPENING OF THE MUNICIPAL ROAD TUMBO - KWAPARA (LENGTH 5.00 Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION.**

We..... (Bank) have been informed that a contract has been 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 TUMBO - KWAPARA (LENGTH 5.00 Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION..** In compliance with the provisions of Contract N°. ...., the contractor is bound to present to THE MAYOR OF AKO COUNCIL, a performance bond for the execution of work, covering security, commitments and other obligations incumbent on the contractor under the contract, worth 3% of the amount of the contract all taxes inclusive, i.e. CFA Francs .....

We, .....(bank) do hereby commit ourselves irrevocably and without arguing to pay to THE MAYOR OF AKO COUNCIL, at his first written request, and three (03) months the amount of this bond, 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 notification of the contract. The original of this guarantee shall be kept by THE MAYOR OF AKO COUNCIL.

The guarantee shall be released within sixty (60) days with effect from the date of provisional acceptance. 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° 07

**THE MODEL UNDERTAKING BY THE BIDDER**

Name of project:..... Invitation to tender N° :.....

**FOR THE OPENING OF THE MUNICIPAL ROAD TUMBO - KWAPARA (LENGTH 5.00 Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION., at**

.....

I (We) the undersigned (8)

.....

Acting in the capacity of (9) .....in the name and on behalf of (10)..... at .....RC N°. ....by virtue of the power vested in me (us), domiciled at P.O. Box..... (Town) ....., telephone No. ...., after having studied all the documents of the tender file relating to the Invitation to Tender No ....., 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 TUMBO - KWAPARA (LENGTH 5.00 Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION.,** in keeping with the terms and conditions of the tender file.

I commit myself (We commit ourselves) in case my (our) tender is retained, to execute the contract within ..... (.....) months as from the date of notification of award of the contract

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.

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 ..... »

(8) Name, first name, profession, residence

(9) Position in the company

(10) Company name

**FORM N° 09**  
**MODEL OF COMMITMENT OF AVAILABILITY**

**To Whom It May Concern:**

***Subject:*** **COMMITMENT OF AVAILABILITY.**

I, the undersigned \_\_\_\_\_ a \_\_\_\_\_ (*specify diploma or certificate*) and holder of National Identity Card N° \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_ Tel: \_\_\_\_\_ is committed and available to work as \_\_\_\_\_ (*specify post to be occupied*) with \_\_\_\_\_ (*name of company*) if awarded the contract for \_\_\_\_\_ (*indicate the name of project*) in DONGA MANTUNG DIVISION OF THE NORTH WEST REGION. This is in response to Tender N° \_\_\_\_\_ (*indicate the tenders file reference*)

Done in \_\_\_\_\_ the \_\_\_\_\_

Sign; \_\_\_\_\_

**FORM N° 11**  
**THE PROFESSIONAL REFERENCES OF THE COMPANY**

N°	Year	Project	Contactable telephone N° of Project Owner	Provisional amount	Contract amount	Execution Period notified	Provisional Acceptance date
1							
2							
3							
4							
5							
6							
etc							

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

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

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

Mr (Messrs).....

Signature(s).....

**FORM N° 13**  
**THE ATTESTATION OF SITE VISIT**

**LETTER HEAD OF THE CONTRACTOR**

**Ref. N°** .....

**AKO, the (le)** \_\_\_\_\_

**(NAME OF ENTERPRISE)**

**TO WHOM IT MAY CONCERN**

**Subject:** An attestation of site visit

I, ....., the undersigned Representative of the company/enterprise  
by name .....have the honour to hereby attest having visited the site for the **OPENING OF  
THE MUNICIPAL ROAD TUMBO - KWAPARA (LENGTH 5.00 Km), AKO COUNCIL AREA,  
DONGA MANTUNG DIVISION, NORTH WEST REGION.** on this day of  
..... to have an appraisal of the strengths and weaknesses of the site.

In testimony whereof, this attestation is issued to serve the purpose wherever and whenever need arises.

**(POST, NAME AND SIGNATURE**

**FORM N° 15**  
**THE EVALUATION GRID**

**FOR THE OPENING OF THE MUNICIPAL ROAD TUMBO - KWAPARA (LENGTH 5.00 Km),  
AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION.**

**ADMINISTRATIVE DOCUMENTS**

DOCUMENT N°	DESCRIPTION	YES	NO
A.1	Certified Copy of the Business Registration, not more than three (03) months old		
A.2	Declaration of Intention to tender stamped with the tariff in force (written by the bidder)		
A.3	Certificate of non-bankruptcy established by the Court of 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		
A.4	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		
A.5	Purchase receipt of the tender file issued by the Council treasury of 60 000 (sixty thousand) F CFA		
A.6	A bid bond of 600 000 (six hundred thousand) F CFA issued by a first-rate bank approved by the Ministry in charge of Finance in conformity with COBAC conditions		
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contracts Regulatory Board (ARMP)		
A.8	An attestation of the National Social Insurance Fund stating the bidder has met all his obligations vis a vis the Fund. The attestation should be less than three (03) months old		
A.9	Business License (photo certified by the Chief of Centre of Taxes, not more than three (03) months old		
A.10	Certified copy of valid Taxpayers card, delivered by the Chief of Centre of Taxes		

AKO COUNCIL INTERNAL TENDERS BOARD			
TECHNICAL ANALYSIS SUB COMMISSION			
OPENING OF THE MUNICIPAL ROAD TUMBO - KWAPARA (LENGTH 5.00 Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION			
1	PRESIDENT:		
2	SECRETARY:		
3	MEMBER:		
TENDER No: .....OF .....			
CONTRACTORS:			
A)			
B)			
C)			
Eliminatory Criteria (See evaluation of administrative files)			
Designation	BIDDERS		
	A	B	C
a. General presentation of bids			
EVALUATION (Yes or No)			
a1	Presence of all documents		
a2	Properly bound		
a3	Separators in colour apart from white		
a4	Order prescribed respected		
<b>TOTAL a</b>			/4
b. The company references			
EVALUATION (Yes or No)			
References of the company in civil construction or similar works for the past Five years			
b1	At least 02 copies of similar contracts equal to or above the cost of the project (1 <sup>st</sup> and last page).		
b2	minutes of Provisional Reception for projects executed within the last three yrs (pluri annual projects accepted)		
b3	Proof of having constructed a structure similar nature		
<b>TOTAL b</b>			/3
c. Equipment			
EVALUATION (Yes or No)			
c1	Proof of ownership or hire of a liason vehicle (Pick up 4 x 4 or van) (Hired or owned)		
c2	Proof of ownership or hire of a truck of at least 20 tonnes capacity		
C3	Proof of ownership or hire of a manual compactor in good condition		
C4	Proof of ownership of a road equipment		
C5	Prof of ownership of a masonry kit		

**DOCUMENT N° 11**

**JUSTIFICATION OF PRIOR FEASIBILITY STUDIES**

**PROJECT OWNER'S LETTER HEAD**

*(here)*

Ref. N° .....

AKO, the .....

**THE MAYOR OF AKO COUNCIL**

To: **All Potential Bidders,**

Subject: **Justification of prior feasibility studies**

In respect to the principles binding the conception and elaboration of project proposals, a project proposal for the **OPENING OF THE MUNICIPAL ROAD TUMBO - KWAPARA (LENGTH 5.00 Km), AKO COUNCIL AREA, DONGA MANTUNG DIVISION, NORTH WEST REGION**. was realized and forwarded to the Minister in charge of **Public Works** Yaoundé for funding. In the 2026 Financial Year of the Republic of Cameroon within the framework of the programmed budget of the Ministry of Public Works, the said project was financed as per the budget head of the Road Fund adjusted programme 2026 at the cost of **thirty million (30,000,000) FCFA**. After obtaining the financing, relevant adjustments were carried out to ensure that the tasks retained to be accomplished for proper and complete execution of the project are commensurate to the amount provided for the realization of the items spelled out in the bill of quantities as found in Document N° 7 of this tenders file.

To this effect, bidders are hereby given surety that proportionate feasibility studies were already carried out and are hence advised to read this tenders file very well before preparing their bids.

In testimony whereof, this justification of prior feasibility studies is established to serve the purpose wherever and whenever need arises.

*Signed*

**Cc**

- The AKO Council Internal Tenders Board,
- File/chrono

**DOCUMENT 13**



**PLANS AND DIAGRAMMES**

OPEN STONE MASONRY PAVED TRIANGULAR DITCH

